UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SALLIE JACOBSON and DUSTIN DAVID, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

VIRTUA HEALTH, INC.,

Defendant.

Civil Action No. _____

CLASS AND COLLECTIVE ACTION COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

1. This is a collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"), and a class action under Rule 23 of the Federal Rules of Civil Procedure to remedy Defendant Virtua Health, Inc.'s violations of the New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a *et seq.* ("NJWHL"), and its implementing regulations, N.J.A.C. § 12:56-1.1 *et seq.*, and the New Jersey Wage Payment Law, N.J.S.A. § 34:11-4.1 *et seq.* ("NJWPL").

2. Plaintiffs Sallie Jacobson and Dustin David were employees of Defendant at all times relevant to this Complaint.

3. Defendant employs thousands of hourly, non-exempt employees at hospitals and other healthcare facilities in New Jersey. Defendant maintains three uniform pay practices that deprive those employees of wages and overtime premium pay to which they are entitled by law.

4. First, Defendant rounds its hourly employees' recorded punch times under a policy that, as applied, operates in Defendant's favor and denies employees compensation for time they actually worked.

5. Second, Defendant automatically deducts a meal period from its hourly employees' compensable time, without regard to whether the employee actually received a bona fide, uninterrupted meal period, and without keeping any accurate records of whether a meal period was taken.

6. Third, Defendant fails to include all remuneration that must be included in the regular rate of pay used to calculate overtime premiums, and thereby pays overtime at a rate below the rate the law requires.

7. By this action, Plaintiffs seek unpaid wages, unpaid overtime premium pay, liquidated damages, prejudgment interest, declaratory and injunctive relief, and attorneys' fees and costs on behalf of themselves, all similarly situated individuals who opt in under 29 U.S.C. § 216(b), and the Rule 23 classes described below.

JURISDICTION

8. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b), by 28 U.S.C. § 1331, this action arising under the laws of the United States, and by 28 U.S.C. § 1337, this action arising under Acts of Congress regulating commerce.

9. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367(a) because those claims arise from the same common nucleus of operative fact as Plaintiffs' federal claims and form part of the same case or controversy.

10. At all relevant times, Defendant operated an enterprise engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § 203(s)(1).

11. Upon information and belief, Defendant's annual gross volume of sales made or business done is not less than $500,000.

12. At all relevant times, Plaintiffs were engaged in commerce or in the production of goods for commerce while employed by Defendant.

VENUE

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this District and because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

A. Plaintiffs

14. Named Plaintiff Sallie Jacobson is an adult individual residing in Gloucester City, New Jersey.

15. Plaintiff Jacobson was employed by Defendant as a Medical Technologist at Virtua Our Lady of Lourdes Hospital, 1600 Haddon Avenue, Camden, New Jersey.

16. Plaintiff Jacobson was an employee of Defendant at all times relevant to this Complaint.

17. Plaintiff Jacobson was paid an hourly base rate and, in addition to her base hourly wages, received additional compensation including bonuses, evening shift differential pay, and on-call pay.

18. Named Plaintiff Dustin David is an adult individual residing in Camden, New Jersey.

19. Plaintiff David was employed by Defendant as a Food Service Worker in the Dietary department at Virtua Our Lady of Lourdes Hospital, 1600 Haddon Avenue, Camden, New Jersey.

20. Plaintiff David was an employee of Defendant at all times relevant to this Complaint.

21. Plaintiff David was paid a base hourly rate, and, in addition to his base hourly wages, received additional compensation including bonuses and evening shift differential pay.

22. At all times relevant to this Complaint, Plaintiffs were employees of Defendant within the meaning of 29 U.S.C. § 203(e), N.J.S.A. § 34:11-56a1, and N.J.S.A. § 34:11-4.1, and were non-exempt employees entitled to overtime compensation.

23. Plaintiffs' written consents to become party plaintiffs pursuant to 29 U.S.C. § 216(b) are filed herewith.

24. The term "Plaintiffs" as used in this Complaint refers to the named Plaintiffs, any additional represented parties pursuant to the collective action provision of 29 U.S.C. § 216(b), and the members of the class brought pursuant to Fed. R. Civ. P. 23, individually, collectively, or in any combination.

B. Defendant

25. Defendant Virtua Health, Inc. is a New Jersey nonprofit corporation with its principal place of business in Marlton, New Jersey.

26. Defendant operates a network of hospitals, outpatient centers, and other healthcare facilities throughout southern New Jersey, and is one of the largest employers in southern New Jersey and the greater Philadelphia area.

27. Defendant operates directly and through a group of subsidiary and affiliated entities that it owns and controls, including Virtua Our Lady of Lourdes Hospital, Inc. located at 1600 Haddon Avenue, Camden, New Jersey.

28. Defendant states publicly that it operates five hospitals, more than 400 other locations, and more than 40 ambulatory surgery centers; that it serves Burlington, Camden, and Gloucester Counties, New Jersey; and that approximately 3,000 employed and affiliated physicians and other clinicians practice within its system.

29. Defendant controls the entities described above and consolidates the accounts of these controlled entities in its financial statements and eliminates the intercompany balances and transactions among them.

30. Upon information and belief, Defendant establishes and administers the employment policies that apply to the hourly, non-exempt employees who work at the hospitals and other facilities described above, including a common human resources function, a common payroll function, and a common electronic timekeeping system, and issues wage statements to those employees on common forms.

31. Upon information and belief, Defendant established, maintained, and applied the timekeeping, rounding, meal period, and regular rate practices challenged in this Complaint across those hospitals and other facilities.

32. Defendant suffered and permitted Plaintiffs and Class Members to work, controlled the terms and conditions of their employment, determined the rate and method of their pay, and maintained their time and pay records.

33. Defendant is an employer of Plaintiffs and Class Members within the meaning of the FLSA, the NJWHL, and the NJWPL. To the extent any entity described above is also an employer of Plaintiffs and Class Members, Defendant and that entity constitute a single integrated enterprise and were joint employers.

34. Upon information and belief, Defendant employs several thousand hourly, non-exempt employees in New Jersey.

C. Represented Parties Under the FLSA

35. Plaintiffs bring the First Cause of Action as a collective action pursuant to 29 U.S.C. § 216(b) on their own behalf and on behalf of:

> All individuals employed by Defendant as hourly, non-exempt employees in New Jersey, and who worked more than forty (40) hours in one or more workweeks, at any time within the three (3) years preceding the filing of a consent to sue by such individual and continuing until the date of final judgment in this matter (the "FLSA Collective").

36. Plaintiffs and the members of the FLSA Collective are similarly situated in that they performed work for Defendant as hourly, non-exempt employees, recorded their time through the same electronic timekeeping system, and were subject to the same rounding policy, the same automatic meal period deduction policy, and the same methodology for calculating the regular rate of pay.

37. Defendant's unlawful conduct has been widespread, repeated, and consistent, and has been applied to the FLSA Collective pursuant to common policies rather than individualized decisions.

D. Class Plaintiffs Under New Jersey Law

38. Plaintiffs bring the Second, Third, Fourth, and Fifth Causes of Action as a class action pursuant to Fed. R. Civ. P. 23 on their own behalf and on behalf of:

> All individuals employed by Defendant as hourly, non-exempt employees in New Jersey at any time within the six (6) years preceding the filing of this Complaint and continuing until the date of final judgment in this matter (the "New Jersey Class").

39. Numerosity. Upon information and belief, the New Jersey Class consists of several thousand individuals. Joinder of all members is impracticable. The identity and number of Class Members are readily ascertainable from Defendant's timekeeping and payroll records.

40. Commonality and Predominance. There are questions of law and fact common to the New Jersey Class that predominate over any questions affecting only individual members, including:

a. whether Defendant failed to pay its hourly employees for all hours worked;

b. whether Defendant's rounding policy, as applied over time, resulted in hourly employees not being fully compensated for all of the time they actually worked;

c. whether Defendant automatically deducted meal periods from compensable time regardless of whether a bona fide, uninterrupted meal period was taken;

d. whether Defendant maintained an adequate system for recording and compensating work performed during automatically deducted meal periods;

e. whether Defendant excluded shift differential pay, on-call pay, incentive and bonus pay, and other non-discretionary remuneration from the regular rate of pay;

f. whether Defendant paid overtime compensation at one and one-half times the correct regular rate of pay for all hours worked in excess of forty (40) in a workweek;

g. whether Defendant made, kept, and preserved accurate records of the hours worked by its hourly employees; and

h. whether Defendant's conduct was willful and whether Defendant had reasonable grounds for believing that its conduct complied with the law.

41. Typicality. Plaintiffs' claims are typical of the claims of the New Jersey Class. Plaintiffs and Class Members recorded their time through the same electronic timekeeping system, were subject to the same rounding and meal period deduction policies, and were paid pursuant to the same regular rate methodology. Plaintiffs' claims arise from the same course of conduct and are based on the same legal theories as the claims of the Class Members.

42. Adequacy. Plaintiffs will fairly and adequately protect the interests of the New Jersey Class. Plaintiffs have no interests antagonistic to those of the Class Members, understand their obligations as class representatives, and have retained counsel experienced in the prosecution of wage and hour class and collective actions.

43. Superiority. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages suffered by individual Class Members are small relative to the expense and burden of individual litigation, and many Class Members remain employed by Defendant and would be reluctant to sue individually. Class treatment will avoid duplicative litigation and the risk of inconsistent adjudications concerning Defendant's uniform policies.

44. Defendant has acted on grounds generally applicable to the New Jersey Class, making final declaratory and injunctive relief appropriate with respect to the Class as a whole.

FACTS

A. Defendant's Timekeeping System

45. Defendant is required by law to track the number of hours its hourly employees work, to pay its hourly employees for all hours worked, and to keep accurate records of those hours. As further explained below, by rounding its hourly employees' actual punch times and by automatically deducting meal periods from their compensable time without recording whether

any meal period was taken, Defendant renders its own time records inaccurate and unreliable as a measure of the hours its hourly employees actually worked.

46. Defendant tracks the work hours of its hourly, non-exempt employees, including Plaintiffs, with an electronic timekeeping system.

47. Defendant requires its hourly employees to use the timekeeping system to punch in at the start of a shift and to punch out at the end of a shift.

48. Defendant's timekeeping system records and stores the times at which hourly employees actually punch in and punch out ("actual punch times").

49. Defendant could pay its hourly employees for all compensable hours using those actual punch times.

50. Instead, Defendant pays its hourly employees on the basis of time that Defendant adjusts through the rounding policy and the automatic meal period deduction described below.

51. Defendant applies these policies uniformly to its hourly, non-exempt employees across its facilities.

B. Facts Relating to Defendant's Rounding Policy

52. Defendant maintains a policy and practice of rounding its hourly employees' actual punch times.

53. Under Defendant's rounding policy, an actual punch time is rounded to the quarter hour for payroll purposes.

54. Upon information and belief, Defendant's rounding deprived hourly employees of compensable work time.

55. Defendant requires its hourly employees to be present at their assigned work areas and ready to work at the start of their scheduled shifts.

56. All of the time that Plaintiffs are on the clock, they are under the control of Defendant and performing work for the benefit of Defendant.

57. Upon information and belief, Defendant's rounding policy, as applied over a period of time, does not average out so that hourly employees are fully compensated for all the time they work, and instead systematically favors Defendant.

58. On occasions when Plaintiff Jacobson punched before the beginning of her scheduled shift and punched out after the end of her scheduled shift, she performed work for Defendant during those periods. Defendant applied its rounding policy to her actual punch times and did not pay her for all of the time she worked.

59. On occasions when Plaintiff David punched in before the beginning of his scheduled shift and punched out after the end of his scheduled shift, he performed work for Defendant during those periods. Defendant applied its rounding policy to his actual punch times and did not pay him for all of the time he worked.

60. Upon information and belief, as a result of Defendant's rounding policy, Plaintiffs were not paid for all of the hours they actually worked, including in workweeks in which they worked more than forty (40) hours.

61. Defendant's rounding policy results in the failure to pay hourly employees straight time wages for all hours worked and, in workweeks in which an employee works more than forty (40) hours, the failure to pay overtime premium pay for all overtime hours worked.

C. Facts Relating to Defendant's Automatic Meal Period Deduction

62. Defendant maintains a policy and practice of automatically deducting a meal period from its hourly employees' compensable time.

63. Defendant's hourly employees do not punch in or punch out for meal periods.

64. Because hourly employees do not punch for meal periods, Defendant has no record of whether an employee took an actual meal period, when any meal period began or ended, whether any meal period lasted the full deducted length, or whether any meal period was interrupted by work.

65. Defendant deducts the meal period from compensable time regardless of whether the employee actually received a bona fide, uninterrupted meal period.

66. Defendant does not relieve its hourly employees of all duties for the full length of the automatically deducted meal period.

67. Plaintiffs were not afforded a bona fide meal period of at least thirty (30) minutes during which they were relieved of all duties. Patient care responsibilities, staffing levels, service demands, and the expectation that employees remain available and on the premises for the benefit of Defendant cause meal periods to be missed, cut short, or interrupted by work.

68. Plaintiff Jacobson was not relieved of all duties during her automatically deducted meal periods and regularly performed work during those periods.

69. Plaintiff David was not relieved of all duties during his automatically deducted meal periods and regularly performed work during those periods.

70. Defendant does not pay its hourly employees for automatically deducted meal periods during which they are not relieved of all duties.

71. Defendant requires an hourly employee who performs work during an automatically deducted meal period to affirmatively report that he or she worked through the meal period in order to be considered for payment for that time.

72. Defendant does not guarantee that an hourly employee who reports working through a meal period will be paid for that time. Defendant maintains a policy stating that pay for a missed meal period is not guaranteed.

73. Defendant discourages its hourly employees from reporting work performed during automatically deducted meal periods. Plaintiffs reported working through meal periods, and their reports were not well received. Plaintiff Jacobson's reports were met with scrutiny. Plaintiff David was reprimanded for reporting that he had worked through a meal period.

74. Because reporting is discouraged and payment is not guaranteed, Defendant's hourly employees do not report all of the work they perform during automatically deducted meal periods.

75. As a result of the policies and practices described above, Plaintiffs and Class Members performed work during automatically deducted meal periods for which they were not properly compensated.

76. Defendant knew or should have known that its hourly employees regularly performed work during automatically deducted meal periods, and Defendant suffered and permitted that work.

77. Defendant's automatic meal period deduction results in the failure to pay hourly employees straight time wages for all hours worked and, in workweeks in which an employee works more than forty (40) hours, the failure to pay overtime premium pay for all overtime hours worked.

D. Facts Relating to Defendant's Calculation of the Regular Rate

78. In addition to base hourly wages, Defendant pays its hourly employees other forms of remuneration, including bonuses, shift differential pay, and on-call pay.

79. These payments are non-discretionary. Defendant pays them pursuant to announced policies, in predetermined amounts, and Defendant's hourly employees know in advance that they will receive them.

80. Under federal law and New Jersey law, employers must pay non-exempt employees an overtime premium of one and one-half times the regular hourly rate for all hours worked over forty (40) in a workweek.

81. Under federal law and New Jersey law, an employee's overtime premium rate must be computed based on a regular hourly rate derived from all of the employee's remuneration, including earnings determined on a bonus or other basis.

82. Defendant does not include all non-excludable remuneration in the regular rate of pay it uses to calculate the overtime premium owed to its hourly employees.

83. Plaintiff Jacobson worked more than forty (40) hours in one or more workweeks in which she also received non-excludable remuneration, and Defendant did not include all remuneration in the regular rate of pay it used to calculate her overtime compensation.

84. Plaintiff David worked more than forty (40) hours in one or more workweeks in which he also received non-excludable remuneration in addition to his base hourly wages, and Defendant did not include all remuneration in the regular rate of pay it used to calculate his overtime compensation.

85. Defendant therefore paid Plaintiffs an overtime premium below the amount required by law.

86. Upon information and belief, Defendant applied the same regular rate methodology uniformly to all hourly employees who received shift differential pay, on-call pay,

incentive or bonus pay, or other non-excludable remuneration and who worked more than forty (40) hours in a workweek.

87. Defendant's exclusion of non-excludable remuneration from the regular rate results in the systematic underpayment of overtime premium pay to Plaintiffs and Class Members.

E. Hours Worked in Excess of Forty

88. As a result of Defendant's rounding policy, automatic meal period deduction, and regular rate methodology, Defendant failed to pay Plaintiffs and Class Members for all hours worked and failed to pay them overtime compensation at one and one-half times their correct regular rate of pay for all hours worked in excess of forty (40) in one or more workweeks.

89. Plaintiff Jacobson was regularly scheduled to work five (5) or more days a week, eight (8) hour shifts, at times worked shifts and hours beyond those she was scheduled to work, and regularly worked more than forty (40) hours in one or more workweeks.

90. Plaintiff David was regularly scheduled to work five (5) or more days a week, eight (8) hour shifts, at times worked shifts and hours beyond those he was scheduled to work, and worked more than forty (40) hours in one or more workweeks.

91. The unpaid time described in this Complaint, when added to the hours Defendant recorded, caused Plaintiffs and Class Members to work in excess of forty (40) hours in one or more workweeks for which they were not paid all overtime compensation.

F. Willfulness

92. Defendant knew or showed reckless disregard for whether its conduct violated the FLSA, the NJWHL, and the NJWPL.

93. Defendant's conduct was not an inadvertent error made in good faith, and Defendant had no reasonable grounds for believing that the acts and omissions alleged in this Complaint complied with the law.

94. All of the actions and omissions described in this Complaint were taken by Defendant directly or through its supervisory employees and agents.

FIRST CAUSE OF ACTION
Failure to Pay Overtime Compensation
Fair Labor Standards Act, 29 U.S.C. §§ 203, 207, 216(b)
(On Behalf of Plaintiffs and the FLSA Collective)

95. Plaintiffs repeat and incorporate by reference all preceding paragraphs as though fully set forth herein.

96. At all relevant times, Defendant was an employer of Plaintiffs and the FLSA Collective within the meaning of 29 U.S.C. § 203(d), and Plaintiffs and the FLSA Collective were employees within the meaning of 29 U.S.C. § 203(e).

97. Defendant failed to pay Plaintiffs and the FLSA Collective for all hours worked, including time erased through Defendant's rounding policy and time worked during automatically deducted meal periods, and failed to include that time in the hours used to determine overtime liability.

98. Defendant failed to include all non-excludable remuneration, including shift differential pay, on-call pay, bonuses, and other non-discretionary pay, in the regular rate of pay used to calculate overtime compensation, in violation of 29 U.S.C. § 207(e).

99. Defendant thereby failed to pay Plaintiffs and the FLSA Collective overtime compensation at a rate of not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) in a workweek, in violation of 29 U.S.C. § 207(a).

100. Defendant's violations of the FLSA were willful within the meaning of 29 U.S.C. § 255, and a three-year statute of limitations therefore applies.

101. As a result of Defendant's violations, Plaintiffs and the FLSA Collective have suffered a loss of wages and are entitled to recover their unpaid overtime compensation, an additional equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b), prejudgment interest, and their reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
Failure to Pay Wages for All Hours Worked and Overtime Compensation
New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a4
(On Behalf of the New Jersey Class)

102. Plaintiffs repeat and incorporate by reference all preceding paragraphs as though fully set forth herein.

103. At all relevant times, Defendant was an employer of Plaintiffs and Class Members within the meaning of the NJWHL, and controlled the terms and conditions of their employment.

104. Defendant failed to pay Plaintiffs and Class Members for all hours worked by rounding their recorded punch times under a policy that, as applied, systematically favored Defendant, and by automatically deducting meal periods from their compensable time regardless of whether a bona fide, uninterrupted meal period was taken.

105. Defendant thereby failed to pay Plaintiffs and Class Members overtime compensation at a rate of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) in a workweek, in violation of N.J.S.A. § 34:11-56a4.

106. Defendant's conduct was not an inadvertent error made in good faith, nor did Defendant have reasonable grounds for believing that the acts and omissions alleged herein complied with the law.

107. Pursuant to N.J.S.A. § 34:11-56a25, Plaintiffs and Class Members are entitled to recover their unpaid wages and unpaid overtime compensation, liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
Failure to Pay Overtime at the Correct Regular Rate
New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a4; N.J.A.C. § 12:56-6.5
(On Behalf of the New Jersey Class)

108. Plaintiffs repeat and incorporate by reference all preceding paragraphs as though fully set forth herein.

109. Defendant paid Plaintiffs and Class Members shift differential pay, on-call pay, non-discretionary incentive and bonus pay, and other remuneration in addition to their base hourly wages.

110. Under the NJWHL and N.J.A.C. § 12:56-6.5, Defendant was required to calculate the overtime compensation owed to Plaintiffs and Class Members on the basis of the regular hourly rate derived from all of their earnings, including earnings determined on a bonus or other basis.

111. Defendant failed to include the shift differential pay, on-call pay, non-discretionary incentive and bonus pay, and other remuneration it paid to Plaintiffs and Class Members in the regular rate used to calculate their overtime compensation.

112. By excluding that remuneration from the regular rate, Defendant understated the regular rate and underpaid the overtime premium owed to Plaintiffs and Class Members for hours worked in excess of forty (40) in a workweek, in violation of N.J.S.A. § 34:11-56a4.

113. Defendant's conduct was not an inadvertent error made in good faith, nor did Defendant have reasonable grounds for believing that the acts and omissions alleged herein complied with the law.

114. Pursuant to N.J.S.A. § 34:11-56a25, Plaintiffs and Class Members are entitled to recover their unpaid overtime compensation, liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
Failure to Pay All Wages Due
New Jersey Wage Payment Law, N.J.S.A. § 34:11-4.2
(On Behalf of the New Jersey Class)

115. Plaintiffs repeat and incorporate by reference all preceding paragraphs as though fully set forth herein.

116. At all relevant times, Defendant was an employer of Plaintiffs and Class Members within the meaning of the NJWPL, and controlled the terms and conditions of their employment.

117. N.J.S.A. § 34:11-4.2 requires Defendant to pay the full amount of wages due to its employees on regular paydays.

118. Defendant failed to pay Plaintiffs and Class Members the full amount of wages due to them on their regular paydays by failing to pay them for all hours worked, including time erased through rounding and time worked during automatically deducted meal periods, and by failing to pay them overtime compensation at their correct regular rate of pay.

119. Defendant's conduct was not an inadvertent error made in good faith, nor did Defendant have reasonable grounds for believing that the acts and omissions alleged herein complied with the law.

120. Pursuant to N.J.S.A. § 34:11-4.10, Plaintiffs and Class Members are entitled to recover their unpaid wages, liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
Unlawful Deductions from Wages
New Jersey Wage Payment Law, N.J.S.A. § 34:11-4.4
(On Behalf of the New Jersey Class)

121. Plaintiffs repeat and incorporate by reference all preceding paragraphs as though fully set forth herein.

122. N.J.S.A. § 34:11-4.4 prohibits an employer from withholding or diverting any portion of an employee's wages except as authorized by law.

123. Defendant unlawfully withheld and diverted portions of the wages of Plaintiffs and Class Members by automatically deducting time for meal periods that were not actually taken, and by deducting compensable time through the application of its rounding policy.

124. None of these deductions are authorized by N.J.S.A. § 34:11-4.4 or by any other provision of law.

125. Defendant's conduct was not an inadvertent error made in good faith, nor did Defendant have reasonable grounds for believing that the acts and omissions alleged herein complied with the law.

126. Pursuant to N.J.S.A. § 34:11-4.10, Plaintiffs and Class Members are entitled to recover the amounts unlawfully withheld and diverted, liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter an order:

A. Certifying this action as a collective action under 29 U.S.C. § 216(b) and authorizing prompt notice to the members of the FLSA Collective at the earliest opportunity so that their claims are not lost to the statute of limitations;

B. Certifying the New Jersey Class under Fed. R. Civ. P. 23(b)(3);

C. Appointing Plaintiffs Sallie Jacobson and Dustin David as representatives of the New Jersey Class, and appointing the undersigned as Class Counsel pursuant to Fed. R. Civ. P. 23(g);

D. Declaring that Defendant violated the Fair Labor Standards Act, the New Jersey Wage and Hour Law, and the New Jersey Wage Payment Law;

E. Declaring that Defendant's violations of the Fair Labor Standards Act were willful;

F. Awarding Plaintiffs and the FLSA Collective their unpaid wages and unpaid overtime compensation, together with an equal amount in liquidated damages, pursuant to 29 U.S.C. § 216(b);

G. Awarding Plaintiffs and Class Members their unpaid wages and unpaid overtime compensation, together with liquidated damages, pursuant to N.J.S.A. § 34:11-56a25 and N.J.S.A. § 34:11-4.10;

H. Awarding prejudgment and post-judgment interest;

I. Awarding Plaintiffs their reasonable attorneys' fees and the costs of this action; and

J. Granting such further relief as the Court finds just and proper.

DEMAND FOR TRIAL BY JURY

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

Dated: September 18, 2026

Respectfully submitted,

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