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20 Attorneys for Plaintiffs

21 UNITED STATES DISTRICT COURT

22 DISTRICT OF ARIZONA

23 Juliana Daklin and Samantha Thaler, on
 24 behalf of themselves and all others
 25 similarly situated,

26 Plaintiffs,

27 vs.

28 GlobalTranz Enterprises, LLC,
 Defendant.

Case No.:

**COLLECTIVE ACTION COMPLAINT
FOR DAMAGES**

PRELIMINARY STATEMENT

1
2 1. This is a collective action brought by individual and representative Plaintiffs
3 Samantha Thaler and Juliana Daklin (“Plaintiffs”), on behalf of themselves and all others
4 similarly situated (the “putative FLSA Collective”), to recover overtime pay from their
5 former employer, GlobalTranz Enterprises, LLC (“GlobalTranz” or “Defendant”).

6 2. Plaintiffs bring this action on behalf of themselves and all similarly situated
7 individuals for violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*
8 (“FLSA”).

9 3. Plaintiffs’ claims are asserted as a collective action under the FLSA, 29
10 U.S.C. § 216(b).

11 4. The putative “FLSA Collective” is made up of all persons who are or have
12 been employed by Defendant as Logistics Representatives, Inside Sales – Account
13 Managers, Carrier Sales Representatives, Account Coordinators, LTL Representatives, or
14 in similar job titles (collectively, “Logistics Representatives”) for Defendant anywhere in
15 the United States from April 2019 to the present.

16 5. Plaintiffs and those similarly situated routinely worked more than forty (40)
17 hours in a workweek but were not paid an overtime premium for their overtime hours.

JURISDICTION AND VENUE

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19 6. This Court has original jurisdiction to hear this Complaint and to adjudicate
20 the claims stated herein under 28 U.S.C. § 1331, this action being brought under the
21 FLSA, 29 U.S.C. § 201 *et seq.*

22 7. Venue is proper in the United States District Court for the District of
23 Arizona pursuant to 28 U.S.C. § 1391 because Defendant maintains its principal place of
24 business in this district, and because a substantial part of the events or omissions giving
25 rise to the claims occurred in this district.

PARTIES

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27 8. Plaintiff Daklin an adult resident of Eagan, Minnesota.

28 9. Plaintiff Daklin worked for Defendant as an Account Coordinator, LTL

1 Representative, and Logistics Representative in its Minneapolis, Minnesota office from
2 approximately September 2018 to March 2020. Plaintiff qualifies as Defendant's
3 employee as defined by the FLSA, 29 U.S.C. § 203(e)(1).

4 10. Plaintiff Thaler is an adult resident of Minneapolis, Minnesota.

5 11. Plaintiff Thaler worked for Defendant as a Logistics Representative in its
6 Minneapolis, Minnesota office from approximately January 2019 to March 2020.
7 Plaintiff Thaler qualifies as Defendant's employee as defined by the FLSA, 29 U.S.C. §
8 203(e)(1).

9 12. Defendant is an Arizona corporation that does business in Arizona,
10 Minnesota, Wisconsin, New Mexico, Illinois, California, and Utah. Its principal office is
11 located at 7350 North Dobson Road, Suite 130, Scottsdale, Arizona 85256.

12 13. Defendant is a freight brokerage company specializing in LTL (less-than-
13 truckload), full truckload, expedited and managed transportation solutions with a freight
14 network that consists of over 25,000 shippers and more than 30,000 carriers.

15 14. Defendant qualifies as Plaintiffs' employer within the meaning of the FLSA,
16 29 U.S.C. § 203(d), (g).

17 15. At all times material, Plaintiffs and other Logistics Representatives were
18 engaged in commerce or in the production of goods for commerce as defined by Section
19 207(a)(1) of the FLSA.

20 16. Defendant operates in interstate commerce by, among other things, offering
21 and selling a wide array of services to customers in multiple states across the country,
22 including Arizona.

23 17. At all times material, Defendant qualifies as an enterprise engaged in
24 commerce or in the production of goods for commerce as defined by Section 203(s)(1) of
25 the FLSA, and had annual gross volume of sales which exceeded \$500,000.00.
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FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

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3 18. Plaintiffs re-allege and incorporate by reference the above paragraphs as if
4 fully set forth herein.

5 19. At all times relevant herein, Defendant operated a willful scheme to deprive
6 Plaintiffs and others similarly situated of overtime compensation.

7 20. Plaintiffs and the similarly situated individuals work or worked as Logistics
8 Representatives, Inside Sales – Account Managers, Carrier Sales Representatives,
9 Account Coordinators, LTL Representatives, or in similar job titles (collectively,
10 “Logistics Representatives”).

11 21. As Logistics Representatives, Plaintiffs’ and the putative class members’
12 primary job duty was non-exempt work, consisting of coordinating and scheduling pick-
13 up and/or delivery appointments for assigned customers, and tracking and tracing
14 shipments across various modes of transit.

15 22. Among other non-exempt tasks, Plaintiffs and the putative class members
16 spent their workday communicating with Defendant’s vendors, customers, and carriers,
17 entering/creating orders for customers through web-based systems, phone, and email,
18 processing invoices, and providing general customer service, consisting of responding to
19 inquiries related to shipment delays, service failures, and/or customer complaints.

20 23. In and around April 2019, despite no changes to the scope of their job
21 duties and/or expectations, Defendant reclassified Plaintiffs and those similarly situated
22 from hourly, non-exempt, to salaried, exempt employees. Prior to April 2019, Defendant
23 paid Plaintiffs and those similarly situated an hourly rate and an overtime premium for all
24 the hours they worked over forty (40) each week.

25 24. Since about April 2019 to the present, Plaintiffs and the other similarly
26 situated individuals are or were treated as exempt from federal and state overtime laws.

27 25. Defendant suffered and permitted Plaintiffs and the other similarly situated
28 individuals to work more than forty (40) hours per week without overtime pay.

1 26. Although Defendant had a legal obligation to do so, Defendant did not
2 make, keep, or preserve adequate or accurate records of all of the hours Plaintiffs and the
3 other similarly situated individuals worked, in particular the hours they spent “on-call.”

4 27. Defendant required Logistics Representatives to work mandatory, on-call
5 shifts.

6 28. In weeks in which Plaintiffs were scheduled to work on-call, they were
7 required to respond to phone calls and emails twenty-four (24) hours/day, resulting in
8 additional unpaid overtime hours.

9 29. Plaintiff Daklin typically worked from approximately 7:45 a.m. to about
10 5:00 p.m., Monday through Friday. Due to her demanding workload, Plaintiff Daklin
11 typically worked through her lunch breaks. As a result, on average, Plaintiff Daklin
12 worked approximately forty-five (45) to fifty (50) hours per week.

13 30. For example, during the workweek beginning November 18, 2019, Plaintiff
14 Daklin estimates that she worked approximately forty-eight (48) hours and did not
15 receive overtime pay for her overtime hours.

16 31. Plaintiff Thaler typically worked from approximately 7:45 a.m. to about
17 5:00 p.m., Monday through Friday. Due to her demanding workload, Plaintiff Thaler
18 typically worked through her lunch breaks. As a result, on average, Plaintiff Thaler
19 worked approximately forty-five (45) to fifty (50) hours per week.

20 32. For example, during the workweek beginning May 6, 2019, Plaintiff Thaler
21 estimates that she worked approximately forty-eight (48) hours and did not receive
22 overtime pay for her overtime hours.

23 33. Defendant has been aware, or should have been aware, that Plaintiffs and
24 the other similarly situated individuals performed non-exempt work that required
25 payment of overtime compensation. Defendant assigned Plaintiffs a heavy workload and
26 required them and the similarly situated individuals to work long hours, including
27 overtime hours, to complete all of their job responsibilities.
28

1 Exhibit B. As this case proceeds, it is likely that other individuals will file consent forms
2 and join as “opt-in” plaintiffs.

3 40. From April 2019 to the present, Plaintiffs and the other similarly situated
4 individuals routinely worked in excess of forty (40) hours in a workweek without
5 receiving overtime compensation for their overtime hours worked.

6 41. Defendant willfully engaged in a pattern of violating the FLSA, as described
7 in this Complaint in ways including, but not limited to, requiring Plaintiffs and the other
8 similarly situated individuals to work excessive hours and failing to pay them overtime
9 compensation.

10 42. Defendant is liable under the FLSA for failing to properly compensate
11 Plaintiffs and the entire putative FLSA Collective. Accordingly, notice should be sent to
12 the putative FLSA Collective. There are numerous similarly-situated current and former
13 employees of Defendant who have suffered from the Defendant’s practice of denying
14 overtime pay, and who would benefit from the issuance of court-supervised notice of this
15 lawsuit and the opportunity to join. Those similarly-situated employees are known to
16 Defendant and are readily identifiable through its records.

17
18 **CAUSES OF ACTION**
19 **COUNT 1 – VIOLATION OF THE FAIR LABOR STANDARDS ACT**
20 **FAILURE TO PAY OVERTIME**
21 **(On behalf of Plaintiffs and the Putative FLSA Collective)**

22 43. Plaintiffs restate and incorporate by reference the above paragraphs as if
23 fully set forth herein.

24 44. The FLSA, 29 U.S.C. § 207, requires employers to pay non-exempt
25 employees one and one-half times the regular rate of pay for all hours worked over
26 forty (40) hours per workweek.

27 45. Defendant suffered and permitted Plaintiffs and the other similarly situated
28 individuals to routinely work more than forty (40) hours in a workweek without overtime
compensation.

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- D. Judgment against Defendant in the amount of Plaintiffs’ and the putative FLSA Collective’s unpaid back wages at the applicable overtime rates;
- E. An award of all damages, liquidated damages, pre-judgment interest and post-judgment interest;
- F. An award of attorneys’ fees and costs incurred in prosecuting this action;
- G. Leave to add additional plaintiffs and/or state law claims by motion, the filing of written consent forms, or any other method approved by the Court; and
- H. For such other and further relief, in the law or equity, as this Court may deem appropriate and just.

Dated: February 8, 2021

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