

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Jason Johnson, individually and
on behalf of all others similarly situated,
and the proposed Minnesota Rule 23 Class,

Plaintiff,

v.

North Memorial Health Care,

Defendant.

Case No.

**COLLECTIVE AND CLASS
ACTION COMPLAINT**

JURY TRIAL DEMANDED

PRELIMINARY STATEMENT

1. This is a class and collective action brought by individual and representative Plaintiff Jason Johnson (“Plaintiff”), on behalf of himself and all others similarly situated (the proposed “FLSA Collective”) to recover unpaid overtime pay and other relief, and on behalf of the members of the proposed Minnesota Rule 23 Class to recover unpaid overtime pay, minimum wages, and other relief from Defendant North Memorial Health Care (“Defendant”).

2. Plaintiff brings this action on behalf of himself and all similarly situated individuals for violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiff’s claim for unpaid overtime is asserted as a collective action under the FLSA, 29 U.S.C. § 216(b).

3. Plaintiff also brings claims to recover unpaid overtime pay and minimum wages under the Minnesota Fair Labor Standards Act (“MFLSA”), Minn. Stat. § 177.21 *et*

seq., and to recover all unpaid wages earned under the Minnesota Payment of Wages Act (“MPWA”), Minn. Stat. § 181.01 *et seq.* Plaintiff brings these state law claims as a proposed class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

4. This case is about Defendant’s unlawful pay practice that failed to properly pay its paramedics and emergency medical technicians (EMTs) for the time they were required to work on-call hours.

5. Defendant required paramedics and EMTs to work under restrictive conditions when on-call, so much so that they could not effectively use on-call time for personal purposes. Despite these restrictions, Defendant compensated Plaintiff and the proposed Minnesota Rule 23 Class below Minnesota’s required minimum hourly wage for these on-call hours. Defendant also failed to pay the FLSA Collective and proposed Minnesota Rule 23 Class proper overtime compensation by excluding these on-call hours as hours worked in its calculation of weekly overtime.

6. As a result of Defendant’s intentional and illegal pay practice, paramedics and EMTs were deprived of their earned wages, including minimum wages and overtime compensation for their hours worked in violation of the FLSA, MFLSA, and MPWA.

7. The proposed “FLSA Collective” is made up of all persons who have worked as paramedics or EMTs for Defendant at any time within three years prior to the filing of this Complaint through the date Defendant began including on-call (or “off-premise”) hours as hours worked for purposes of calculating and paying overtime compensation (the proposed “FLSA Collective”).

8. The proposed “Minnesota Rule 23 Class” is made up of all persons who have worked as paramedics or EMTs for Defendant in Minnesota at any time within three years prior to the filing of this Complaint through the date Defendant began paying on-call (or “off-premise”) hours at the minimum wage rate and including on-call hours as hours worked for purposes of calculating and paying overtime compensation.

JURISDICTION AND VENUE

9. This action arises under the FLSA, 29 U.S.C. § 201 *et seq.* The Court has original jurisdiction to hear this Complaint and to adjudicate the claims stated herein pursuant to 28 U.S.C. § 1331.

10. This Court also has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over the state law claims asserted, as the state and federal claims derive from a common nucleus of operative fact.

11. Venue is proper in the United States District Court, District of Minnesota, pursuant to 28 U.S.C. § 1391, because Defendant resides in this District and because the events giving rise to the claims occurred in this District.

PARTIES

12. Plaintiff Jason Johnson is an adult resident of Hubbard County, Minnesota.

13. Plaintiff worked for Defendant as an Emergency Medical Technician (EMT) in Defendant’s Park Rapids, Minnesota station from approximately April 2002 to April 2023.

14. Defendant North Memorial Health Care (“North Memorial”) is a domestic corporation with its principal place of business in Robbinsdale, Minnesota.

15. Defendant operates approximately 27 specialty and primary care clinics, two hospitals, provides medical transportation services, and offers home care services. Defendant serves eight ambulance regions across Minnesota and western Wisconsin, ranging from urban to remote rural communities.

16. At all relevant times, Defendant's gross annual sales made or business done has been \$500,000 or greater per year.

FACTUAL ALLEGATIONS RELATED TO ALL CLAIMS

17. Defendant employs paramedics and EMTs to perform medical transportation services throughout the eight regions it serves in Minnesota and Wisconsin.

18. Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class worked or work for Defendant as paramedics and EMTs on ambulance crews within the past three years.

19. Defendant classifies its paramedics and EMTs as non-exempt employees and pays them on an hourly basis.

20. Plaintiff, the FLSA Collective, and the proposed Minnesota Rule 23 Class were not paid properly for all of their hours worked.

21. Specifically, Plaintiff was scheduled to work three, twenty-four (24)-hour shifts each week. Defendant designated twelve of the hours of each shift as "primary" hours, and paid Plaintiff at an hourly rate (e.g., \$27-30 per hour) for primary hours worked. Defendant designated the remaining twelve hours of each 24-hour shift as "off-premise" hours. Defendant considered Plaintiff on-call during these off-premise hours and paid him an hourly rate of \$4 per hour, below the minimum wage required by the MFLSA. When

Plaintiff responded to a call, Defendant paid Plaintiff his primary hourly rate for the duration of the call. Defendant paid the proposed FLSA Collective and proposed Minnesota Rule 23 Class in a similar manner.

22. Plaintiff, the proposed FLSA Collective and proposed Minnesota Rule 23 Class worked on an alternating schedule. For example, if Plaintiff began his primary shift at 7:00 a.m. on Monday, he worked this primary shift until 7:00 p.m., then worked the off-premise shift from 7:00 p.m. until 7:00 a.m. Tuesday morning. On the same day, other paramedics/EMTs at his location worked the off-premise shift first from 7:00 am to 7:00 p.m. on Monday, and the primary shift from 7:00 p.m. to 7:00 a.m. Tuesday morning. Plaintiff also worked the reverse schedule on certain days, where he worked the off-premise shift first, followed by the primary shift. Paramedics/EMTs working the off-premise hours provided back-up to paramedics/EMTs working primary hours by responding to calls to which those working primary hours could not respond.

23. The MFLSA requires on-call time to be paid at a rate of at least the minimum wage when an employee is required to remain on the employer's premises or so close to the premises that the employee cannot use the time effectively for the employee's own purposes working while on call.

24. Defendant's policies with respect to off-premise hours were very restrictive. Defendant required Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class to constantly monitor a two-way radio for pages from Defendant's dispatch personnel during off-premise hours. Defendant also required Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class to carry their cell phones at all times

because they also received call information from dispatch through text message. Once received, Defendant required Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class to acknowledge the radio call/text immediately, and to be en route (leaving the station in the ambulance), in uniform, to the location indicated on the call within eight minutes of receiving notification of the call.

25. Due to the eight-minute response-time requirement, and the location of their homes relative to the Park Rapid station, Plaintiff and most of the other paramedics and EMTs remained at the station during off-premise hours and utilized bedrooms located at the station. In addition, Plaintiff and the similarly situated paramedics and EMTs were not allowed to consume alcohol, and were unable to participate in other personal activities, when they worked on-call (off-premise) shifts. Paramedics/EMTs were unable to use the time spent working off-premise shifts effectively for their own purposes.

26. The on-call (off-premise) time Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class worked was compensable time under the FLSA, MFLSA, and MPWA.

27. In an April 22, 2022 email, Defendant communicated to Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Classes that it would be changing its pay structure for off-premise shifts. Specifically, the email stated that beginning April 25, 2022, the off-premise hourly rate will increase to \$10.33 per hour (from \$4 per hour), and that off-premise hours would be factored into the weekly total of hours worked for purposes of determining overtime pay.

28. The FLSA and MFLSA requires Defendant to pay Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class one and one-half (1.5) times their regular hourly rate of pay for all hours worked over 40 and/or 48 hours per work week. But Defendant failed to do so by failing to include on-call or off-premise hours, which are compensable, as hours worked for purposes of calculating overtime pay. As a result, Defendant failed to properly calculate overtime pay for all overtime hours worked in a workweek for Plaintiff, the proposed FLSA Collective, and the proposed Minnesota Rule 23 Class.

29. Defendant's pattern of paying paramedics and EMTs improper minimum wages and overtime compensation was willful, as the issue of sub-minimum wage compensation for off-premise shifts was brought to Defendant's attention years prior during union organizing efforts. Specifically, union representatives from the local Teamsters urged Defendant to compensate off-premise hours at a rate of at least the state minimum wage. Defendant rejected that proposal and did not make any changes to the pay structure at that time.

FLSA COLLECTIVE ACTION ALLEGATIONS

30. Plaintiff brings Count I below individually and on behalf of all individuals similarly situated, specifically:

All persons who have worked as paramedics or EMTs for Defendant at any time within three years prior to the filing of this Complaint through the date Defendant began including on-call (or "off-premise") hours as hours worked for purposes of calculating and paying overtime compensation (the proposed "FLSA Collective").

Plaintiff's written consent to join this action is attached as Exhibit A. As this case proceeds, it is likely other individuals will file consent forms and join as opt-in plaintiffs.

31. Plaintiff and the FLSA Collective are victims of Defendant's widespread, repeated, systematic and consistent illegal policies that have resulted in violations of their rights under the FLSA, 29 U.S.C. § 201 *et seq.*, and that have caused significant damage to Plaintiff and the FLSA Collective.

32. During the applicable statutory period, Plaintiff and the FLSA Collective routinely worked in excess of forty (40) hours in a workweek without receiving proper overtime compensation.

33. Plaintiff typically worked three, twenty-four (24) hour shifts each week, for a total of 72 hours in a workweek. Defendant failed to properly calculate and pay overtime compensation for all overtime hours worked. For example, in the workweek ending January 30, 2022, Defendant paid Plaintiff overtime for working over 40 hours for both "primary" hours and hours worked while responding to a call. But Defendant failed to include on-call (off-premise) hours in its overtime calculation, and therefore failed to pay proper overtime for all overtime hours worked.

34. Defendant willfully engaged in a pattern of violating the FLSA, as described in this Complaint in ways including, but not limited to, failing to pay employees proper overtime compensation.

35. Defendant is liable under the FLSA for failing to properly compensate Plaintiff and the FLSA Collective, and, as such, notice should be sent to the FLSA Collective. There are numerous similarly situated current and former employees of

Defendant who have suffered from Defendant's practice of denying overtime pay, and who would benefit from the issuance of a court-supervised notice of the present lawsuit and the opportunity to join. Those similarly situated employees are known to Defendant and are readily identifiable through Defendant's records.

MINNESOTA RULE 23 CLASS ACTION ALLEGATIONS

36. Plaintiff re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

37. Pursuant to Fed. R. Civ. P. 23(a) and 23(b), Plaintiff brings Counts II, III and IV individually and on behalf of the following:

All persons who have worked as paramedics or EMTs for Defendant in Minnesota at any time within three years prior to the filing of this Complaint through the date Defendant began paying on-call (or "off-premise") hours at the minimum wage rate and including on-call hours as hours worked for purposes of calculating and paying overtime compensation (the proposed "Minnesota Rule 23 Class").

38. The persons in the proposed Minnesota Rule 23 Class are so numerous that joinder of all members in the class is impracticable. While the precise number of class members in each class has not been determined at this time, Defendant has employed in excess of one hundred (100) individuals as paramedics and/or EMTs during the applicable statute of limitations period.

39. There are questions of law and fact common to the proposed Minnesota Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Minnesota Rule 23 Class, including but not limited to the following:

- a. Whether Defendant violated Minnesota law by failing to pay the Minnesota Rule 23 Class proper overtime compensation;
- b. Whether Defendant violated Minnesota law by failing to pay the Minnesota Rule 23 Class minimum wage;
- c. Whether Defendant violated Minnesota law by failing to pay the Minnesota Rule 23 Class for all wages earned;
- d. Whether Defendant failed to comply with the requirements of Minn. R. 5200.0120, Subp. 1;
- e. Whether Defendant failed to comply with the requirements of Minn. R. 5200.0120, Subp. 2;
- f. The proper measure and calculation of damages; and
- g. Whether Defendant's actions were willful or in good faith.

40. Plaintiff's claims are typical of those of the members of the proposed Minnesota Rule 23 Class. Plaintiff, like the other members of the proposed Minnesota Rule 23 Class, were subject to Defendant's practices and policies described in this Complaint.

41. Plaintiff will fairly and adequately protect the interests of the proposed Minnesota Rule 23 Class and has retained counsel experienced in complex wage and hour class and collective action litigation.

42. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute

separate lawsuits in federal court against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

43. Plaintiff intends to send notice to all members of the proposed Minnesota Rule 23 Class to the extent required by Fed. R. Civ. P. 23.

CAUSES OF ACTION

COUNT I—OVERTIME UNDER THE FLSA **(Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*)** *On Behalf of Plaintiff and the FLSA Collective*

44. Plaintiff, individually, and on behalf of the FLSA Collective, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

45. The FLSA, 29 U.S.C. § 207, requires employers to pay their employees for hours worked in excess of forty (40) in an individual work week at a rate no less than one and one-half times their regular hourly rate of pay.

46. At all relevant times, Plaintiff and the FLSA Collective were employees within the meaning of 29 U.S.C. § 203(e)(1).

47. At all relevant times, Defendant has been an "employer" under the FLSA, 29 U.S.C. § 203(d). Defendant is an enterprise engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(r), (s).

48. Under 29 C.F.R. § 785.17, an employee who is required to remain on call on the employer's premises or so close thereto that he cannot use the time effectively for his own purposes is working while "on call."

49. Plaintiff and the FLSA Collective regularly worked more than forty (40) hours per week for Defendant. Prior to approximately April 2022, Defendant did not properly pay Plaintiff and the FLSA Collective for all overtime hours worked by failing to include on-call or off-premise hours as hours worked for purposes of calculating overtime pay.

50. The on-call or off-premise hours worked by Plaintiff and the FLSA Collective are compensable under the FLSA.

51. By failing to pay proper overtime, Defendant violated the FLSA.

52. The forgoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255.

53. As the direct and proximate result of Defendant's unlawful conduct, Plaintiff and the FLSA Collective have suffered and will continue to suffer a loss of income and other damages. Plaintiff and the FLSA Collective are entitled to damages, liquidated damages, attorneys' fees, interest, and costs incurred in connection with this claim.

COUNT II – MINIMUM WAGE UNDER THE MFLSA
(Minnesota Fair Labor Standards Act, Minn. Stat. § 177.21, et seq.)
On Behalf of Plaintiff and the Proposed Minnesota Rule 23 Class

54. Plaintiff, individually, and on behalf of the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

55. Plaintiff and the proposed Minnesota Rule 23 Class were or are employees of Defendant within the meaning of Minn. Stat. § 177.23 and Minn. Stat. § 177.24.

56. Defendant was or is the employer of Plaintiff and the proposed Minnesota Rule 23 Class within the meaning of Minn. Stat. § 177.23 and Minn. Stat. § 177.24.

57. Defendant constitutes a “large employer” within the meaning of Minn. Stat. § 177.24, Subd. 1(a)(1).

58. Pursuant to Minn. Stat. § 177.24, Plaintiff and the proposed Minnesota Rule 23 Class were entitled to be compensated at the minimum wage rates of \$10.00 per hour in 2020, \$10.08 per hour in 2021 and \$10.33 in 2022.

59. Minn. R. 5200.0120, Subp. 2 provides that “[a]n employee who is required to remain on the employer’s premises or so close to the premises that the employee cannot use the time effectively for the employee’s own purposes is working while on call.” The on-call or off-premise hours worked by Plaintiff and the Minnesota Rule 23 Class are compensable under the MFLSA. Minn. R. 5200.0120, Subp. 1.

60. Prior to approximately April 2022, Defendant failed to pay Plaintiff and the proposed Minnesota Rule 23 Class the statutory minimum wage for all hours worked for on-call or off-premise hours as required by Minn. Stat. § 177.24 and Minn. R. 5200.0120.

61. By failing to pay proper minimum wage, Defendant violated the MFLSA.

62. The foregoing conduct constitutes a willful violation of the MFLSA within the meaning of Minn. Stat. § 541.07.

63. As the direct and proximate result of Defendant’s unlawful conduct, Plaintiff and the proposed Minnesota Rule 23 Class have suffered a loss of income and other

damages. Plaintiff and the proposed Minnesota Rule 23 Class are entitled to the full amount of unpaid wages, liquidated damages, civil penalties, attorneys' fees, and costs incurred in connection with this claim. Minn. Stat. § 177.27, Subd. 7, 8, 10.

COUNT III – OVERTIME UNDER THE MFLSA
(Minnesota Fair Labor Standards Act, Minn. Stat. § 177.21, *et seq.*)
On Behalf of Plaintiff and the Proposed Minnesota Rule 23 Class

64. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

65. Plaintiff and the proposed Minnesota Rule 23 Class were or are employees of Defendant within the meaning of the MFLSA, Minn. Stat. §§ 177.23 and 177.24.

66. Defendant is or was the employer of Plaintiff and the proposed Minnesota Rule 23 Class within the meaning of the MFLSA, Minn. Stat. §§ 177.23 and 177.24.

67. The MFLSA, Minn. Stat. § 177.25, requires employers to pay non-exempt employees an overtime premium for all hours worked over forty-eight (48) per workweek.

68. Minn. R. 5200.0120, Subp. 2 provides that “[a]n employee who is required to remain on the employer’s premises or so close to the premises that the employee cannot use the time effectively for the employee’s own purposes is working while on call.” The on-call or off-premise hours worked by Plaintiff and the Minnesota Rule 23 Class are compensable hours worked under the MFLSA. Minn. R. 5200.0120, Subp. 1.

69. Plaintiff and proposed Minnesota Rule 23 Class routinely worked more than forty-eight (48) hours in a workweek without proper overtime compensation as required by the MFLSA. Defendant did not properly pay Plaintiff and the proposed Minnesota Rule

23 Class for all overtime hours worked by failing to include on-call or off-premise hours as hours worked for purposes of calculating overtime pay.

70. The foregoing conduct constitutes a willful violation of the MFLSA within the meaning of Minn. Stat. § 541.07.

71. Defendant's failure to comply with the MFLSA overtime protections caused Plaintiff and the proposed Minnesota Rule 23 Class to suffer loss of wages and interest thereon.

72. Plaintiff and the proposed Minnesota Rule 23 Class entitled to the full amount of unpaid overtime wages, liquidated damages, civil penalties, attorneys' fees, and costs incurred in connection with this claim. Minn. Stat. § 177.27, Subd. 7, 8, 10.

**COUNT IV – UNPAID WAGES UNDER THE MINNESOTA PAYMENT
OF WAGES ACT**

On Behalf of Plaintiff and the Proposed Minnesota Rule 23

73. Plaintiff, individually and on behalf of the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

74. Plaintiff and members of the proposed Minnesota Rule 23 Class are current and former employees of Defendant within the meaning of Minn. Stat. § 181.101.

75. Defendant is or was the employer of Plaintiff and the proposed Minnesota Rule 23 Class within the meaning of Minn. Stat. § 181.171(4).

76. Minn. Stat. § 181.101 requires every employer to pay all wages earned by an employee at least once every 31 days on a regular payday designated in advance by the employer regardless of whether the employee requests payment at longer intervals.

77. For purposes of Minn. Stat. § 181.101, wages are earned on the day an employee works, and Minn. Stat. § 181.101 provides a substantive right for employees to the payment of wages including salary, earnings, and gratuities, as well as commissions, in addition to the right to be paid at certain times. Employees are entitled to unpaid wages earned at the employee's regular rate of pay or at the rate required by law, including any applicable statute, regulation, rule, ordinance, government resolution, or policy, contract, or other legal authority, whichever rate of pay is greater.

78. Under Minn. Stat. § 181.13(a), when any employer discharges an employee, the wages or commissions actually earned and unpaid at the time of the discharge are immediately due and payable upon demand of the employee. Wages are earned and unpaid if the employee was not paid for all time worked at the employee's regular rate of pay or at the rate required by law, including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority, whichever rate of pay is greater.

79. Minn. Stat. § 181.14(a) provides that when any employee quits or resigns employment, the wages or commissions earned and unpaid at the time the employee quits or resigns shall be paid in full not later than the first regularly scheduled payday following the employee's final day of employment, unless an employee is subject to a collective bargaining agreement with a different provision. Wages are earned and unpaid if the employee was not paid for all time worked at the employee's regular rate of pay or at the rate required by law, including any applicable statute, regulation, rule, ordinance,

government resolution or policy, contract, or other legal authority, whichever rate of pay is greater.

80. Defendant did not pay Plaintiff and the proposed Minnesota Rule 23 Class all wages earned because it failed to pay on-call or off-premise hours at the minimum wage required by law.

81. Defendant also did not properly pay Plaintiff and the proposed Minnesota Rule 23 Class for all overtime hours worked because it failed to include on-call or off-premise hours as hours worked for purposes of calculating overtime pay required by law.

82. By failing to properly compensate Plaintiff and the proposed Minnesota Rule 23 Class for wages earned, Defendant violated, and continues to violate their statutory rights under Minn. Stat. §§ 181.101, 181.13, and 181.14.

83. Defendant's actions were willful and not the result of mistake or inadvertence. *See* Minn. Stat. § 541.07(5).

84. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and the proposed Minnesota Rule 23 Class have suffered damages in an amount to be determined at trial.

85. Plaintiff and the proposed Minnesota Rule 23 Class seek damages in the amount of unpaid overtime pay at the applicable overtime rate required by law for all overtime hours worked and at the applicable minimum wage required by law for all hours worked, reasonable attorneys' fees and costs for this action, penalties, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed FLSA Collective, prays for relief as follows:

- a) Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);
- b) Judgment against Defendant for an amount equal to Plaintiff's and the FLSA Collective's unpaid wages at the applicable overtime rates;
- c) A finding that Defendant's violations of the FLSA are willful;
- d) An amount equal to Plaintiff's and the FLSA Collective's damages as liquidated damages;
- e) All costs and attorneys' fees incurred prosecuting this claim;
- f) An award of any pre- and post-judgment interest;
- g) Leave to add additional plaintiffs or claims by motion, the filing of written consent forms, or any other method approved by the Court; and
- h) All further relief as the Court deems just and equitable.

WHEREFORE, Plaintiff as a class representative, individually and on behalf of the proposed Minnesota Rule 23 Classes, prays for relief as follows:

- a) Certification of this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of the proposed Minnesota Rule 23 Classes, and the appointment of Plaintiff as a class representative and his counsel as class counsel;
- b) Judgment against Defendant for an amount equal to Plaintiff's and the proposed Minnesota Rule 23 Classes' unpaid wages, including minimum wage and overtime wages;

- c) Judgment that Defendant's conduct as described herein be determined and adjudicated to be in violation of the overtime and minimum wage provisions of the MFLSA;
- d) Judgment that Defendant's conduct as described herein be determined and adjudicated to be in violation of the MPWA;
- e) A finding that Defendant's violations are willful;
- f) All costs and attorneys' fees incurred prosecuting this claim;
- g) An award of any pre- and post-judgment interest;
- h) Any applicable liquidated damages, penalties and civil penalties; and
- i) All further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, those similarly situated, and members of the proposed Minnesota Rule 23 Classes demand a trial by jury.

Dated: June 13, 2023

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