UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LESLIE LAZAAR, individually and on behalf of all others similarly situated, as a Collective and Class representative,	:	Case No. 1:22-cv-03075-JGK
Plaintiffs,	:	**SECOND AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT**
v.	:	
THE ANTHEM COMPANIES, INC., EMPIRE HEALTHCHOICE HMO, INC. d/b/a EMPIRE BLUE CROSS BLUE SHIELD HMO AND EMPIRE BLUE CROSS HMO, AND HEALTHPLUS HP, LLC d/b/a EMPIRE BLUECROSS BLUESHIELD HEALTHPLUS AND EMPIRE BLUECROSS HEALTHPLUS,	:	
Defendants.	:	

PRELIMINARY STATEMENT

1. This is a collective and class action brought by individual and representative Plaintiff Leslie Lazaar ("Plaintiff"), on behalf of herself and all others similarly situated (the "putative FLSA Collective"), and on behalf of the members of the putative New York Rule 23 Class, to recover overtime pay from subsidiaries of Anthem, Inc., The Anthem Companies, Inc., Empire HealthChoice HMO, Inc. d/b/a Empire Blue Cross Blue Shield HMO and Empire Blue Cross HMO, and HealthPlus HP, LLC d/b/a Empire BlueCross BlueShield HealthPlus and Empire BlueCross HealthPlus (collectively, "Anthem" or "Defendants").

2. Plaintiff brings this action on behalf of herself and all similarly situated individuals for violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA").

3. Plaintiff's claim is asserted as a state-wide collective action under the FLSA, 29 U.S.C. § 216(b).

4. Plaintiff also brings claims to recover unpaid wages under New York Labor Law, Article 19 §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations (together, "NYLL"). Plaintiff brings these state law claims as a putative class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

5. The putative "FLSA Collective" is made up of all persons who are or have been employed by Defendants in New York as Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or other similar positions who were paid a salary and treated as exempt from overtime laws, and whose primary job was to perform medical necessity reviews during the applicable statutory period.

6. The putative "New York Rule 23 Class" is made up of all persons who are or have been employed by Defendants in New York as Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or other similar positions who were paid a salary and treated as exempt from overtime laws, and whose primary job was to perform medical necessity reviews during the applicable statutory period.

7. As a result of Defendants' willful and illegal pay practices, Plaintiff and those similarly situated were deprived of overtime compensation for their hours worked in violation of federal and New York state law.

JURISDICTION AND VENUE

8. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 to hear this Complaint and to adjudicate these claims because this action is brought under the FLSA.

9. 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.

10. Venue is proper in the United States District Court for the Southern District of New York pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this district.

PARTIES

11. Defendant The Anthem Companies, Inc. is a foreign limited liability company with its principal place of business located at 220 Virginia Ave., Indianapolis, Indiana, 46204.

12. The Anthem Companies, Inc. is a wholly owned subsidiary of ATH Holding Company, LLC, which is a wholly owned subsidiary of Anthem, Inc., a publicly held corporation.

13. Defendant Empire HealthChoice HMO, Inc. ("Empire HealthChoice") is a New York corporation with its principal place of business located at 9 Pine Street, 14th Floor, New York, NY, 10005, United States. Empire HealthChoice does business under the names Empire Blue Cross Blue Shield HMO and Empire Blue Cross HMO.

14. Empire HealthChoice is a wholly owned subsidiary of Anthem, Inc., a publicly held corporation.

15. Defendant HealthPlus HP, LLC ("Empire HealthPlus") is a New York limited liability company with its principal place of business located at 9 Pine Street, 14th Floor, New York, NY, 10005, United States. Empire HealthPlus does business under the names Empire BlueCross BlueShield HealthPlus and Empire BlueCross HealthPlus.

16. Empire HealthPlus is a wholly owned subsidiary of Anthem, Inc., a publicly held company.

17. Anthem, Inc. is a multi-line health insurance company that provides managed care programs and related services.

18. Upon information and belief, Anthem, Inc. rebranded itself as Elevance Health on June 28, 2022.

19. Anthem, Inc. has at least 171 subsidiaries, including 60 regulated insurance companies, that employ thousands of individuals in various jobs to provide a broad suite of insurance products and services.

20. Anthem organizes those various companies into three divisions: the Government Business Division (GBD), the Federal Employees Program (FEP), and the Commercial and Specialty Business Division (CSBD). Within those divisions, companies' operations are divided geographically into the East, Central, or West region.

21. Anthem operates in interstate commerce by, among other things, offering and selling a wide array of products and services, including but not limited to, preferred provider organization, consumer-driven health plans, traditional indemnity, health maintenance organization, point-of-service, ACA public exchange and off-exchange products, administrative services, Bluecard, Medicare plans, individual plans, Medicaid plans and other state-sponsored programs, pharmacy products, life insurance, disability products, radiology benefit management, personal health care guidance, dental, vision services and products, and Medicare administrative operations to customers and consumers in multiple states across the country, including New York.

22. According to its website, Anthem, Inc. through its subsidiaries provides healthcare benefits to more than 118 million members nationwide.

23. Empire entities, including Empire HealthChoice and Empire HealthPlus, serve nearly 4.7 million consumers in New York.

24. The Anthem Companies, Inc., Empire HealthChoice, and Empire HealthPlus jointly employed Plaintiff and other similarly situated individuals and are "employers" of Plaintiff and other similarly situated individuals within the meaning of the FLSA and the NYLL.

25. Anthem subsidiaries enter into a master administrative services agreement to use the same back-office operations for various functions. Those include payroll, human resources, and legal services.

26. The Anthem Companies, Inc. provides support to other subsidiaries of Anthem, Inc., including Empire HealthChoice and Empire HealthPlus, in areas including finance, tax, payroll, and human resources.

27. The Anthem Companies, Inc. determines the rate and method of payment of Plaintiff and others similarly situated.

28. Plaintiff's paystubs list The Anthem Companies, Inc. and its principal place of business address as her employer.

29. Upon information and belief, other similarly situated individuals' paystubs list The Anthem Companies, Inc. and its principal place of business address as their employer.

30. Through their parent company, Anthem, Inc., Defendants maintain data and personnel records on their employees including the employees' names, employee ID, dates of employment, job title, job classification, work location, department and supervisor.

31. Plaintiff and others similarly situated used both Anthem-wide and subsidiary-specific software tools and systems in the course of their employment maintained by Defendants.

32. Plaintiff and others similarly situated had access to single intranet site maintained by Anthem.

33. Empire HealthChoice and Empire HealthPlus made hiring decisions and controlled Plaintiff's and the other similarly situated individuals' work by determining how to structure the medical necessity reviews Plaintiff and the similarly situated employees conducted.

34. Plaintiff and those similarly situated were supervised by managers who were also employed by Anthem's subsidiaries.

35. Upon information and belief, Anthem's gross annual sales made, or business done, has been in excess of $500,000.00 at all relevant times.

36. At all relevant times, Defendants are, and have been, "employers" engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(d).

37. Plaintiff Leslie Lazaar is an adult resident of Hudson County, New Jersey.

38. Plaintiff is a licensed registered nurse ("RN").

39. Defendants employed Plaintiff as a utilization review nurse from approximately April 2012 to January 2017.

40. Plaintiff reported to Defendants' Manhattan, New York office from approximately April 2012 to 2013, after which point, Plaintiff worked from her home in the Bronx, New York City, New York.

41. Plaintiff's claims were tolled when she opted-in to *Laura Canaday, et al. v. The Anthem Companies, Inc.*, case number 1:19-cv-01084-STA-jay on November 4, 2019.

42. When Lazaar was still an opt-in plaintiff in *Canaday*, counsel for the defendant—the same counsel for Defendants in this case—informed Lazaar that she had no tolling concerns. Specifically, on June 18, 2020, counsel for Defendants stated, "The non-TN individuals who have opted into the case and who have not been dismissed"—which included Lazaar—"have, at present,

no tolling concern . . . [T]hey tolled the statute of limitations applicable to their claims under the FLSA by filing their consents and they have not been dismissed from the case . . . Until they are dismissed, their statutes are tolled."

43. The defendant in *Canaday*, The Anthem Companies, Inc., never moved to dismiss Lazaar from the *Canaday* matter.

44. The *Canaday* district court did not dismiss Lazaar from the case.

45. Plaintiff Lazaar filed her complaint and written consent form in this case on April 13, 2022.

46. Plaintiff Lazaar remained an opt-in plaintiff in *Canaday* until April 14, 2022, when she filed a notice of withdrawal in that case.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

47. At all times relevant herein, Defendants operated a willful scheme to deprive Plaintiff and others similarly situated of overtime compensation.

48. Plaintiff and the similarly situated individuals work or worked as Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or in similar job titles, and were primarily responsible for performing medical necessity reviews for Defendants.

49. In conducting medical necessity reviews, Plaintiff and the other similarly situated individuals' primary job duty is non-exempt work, consisting of reviewing medical authorization requests submitted by healthcare providers against pre-determined guidelines and criteria for insurance coverage and payment purposes.

50. New York state law has specific statutes governing utilization review. N.Y. Ins. Law § 4900 *et seq.* Under New York state law, an RN license is not a standard prerequisite for

being a utilization review agent. While RNs are also qualified for and hired for utilization review jobs, an RN license is not necessary to satisfy the minimum job requirements.

51. Defendants have employed licensed practical (and vocational) nurses and registered nurses whose primary duty is to conduct medical necessity reviews.

52. Defendants have employed both LPNs and RNs to conduct precertification, inpatient, and appropriateness of treatment setting reviews by utilizing appropriate medical policies, guidelines, and industry standards.

53. Like RNs, LPNs and LVNs authorized insurance coverage for authorization requests for services or benefits that met guidelines and criteria.

54. Plaintiff Lazaar worked alongside LPNs who worked in the same job position, performing the same and/or similar medical necessity reviews as she did.

55. Plaintiff and the similarly situated individuals were not appeals review nurses and did not primarily conduct medical necessity reviews in Defendants' appeals department and/or at the appeal level.

56. Plaintiff and the similarly situated individuals did not primarily conduct reviews of denials of coverage.

57. Plaintiff and the similarly situated individuals are or were paid a salary with no overtime pay.

58. Plaintiff and the other similarly situated individuals are or were treated as exempt from overtime laws, including the FLSA and NYLL.

59. Plaintiff and the other similarly situated individuals did not perform the duties of an exempt executive, administrative, or professional employee, as defined in 29 U.S.C. § 213(a)(1).

60. Plaintiff and other similarly situated individuals did not have a role in managing Defendants' operations and were not primarily responsible for directing the work of other employees or hiring and firing them.

61. Plaintiff and other similarly situated individuals did not perform work related to management and/or general business operations of Defendants or its customers and did not exercise discretion and independent judgment as to matters of significance in conducting their medical necessity reviews. Their primary duty of conducting utilization reviews at the non-appeal level involved the "use of skill in applying well-established techniques, procedures or specific standards described in manuals or other sources"—a duty long recognized as inconsistent with bona fide administrative work. *See* 29 C.F.R. § 541.202(e).

62. Plaintiff and other similarly situated individuals did not perform work requiring advanced knowledge customarily acquired by a prolonged course of specialized instruction under 29 C.F.R. § 541.301(e)(2). The professional exemption is reserved for professions "where specialized academic training is a standard prerequisite for entrance into the profession." 29 C.F.R. § 541.301(d). The standard prerequisite for utilization review work is LPN-level credentials. Defendants have employed LPNs who were primarily responsible for conducting utilization reviews at the non-appeal level.

63. Defendants suffered and permitted Plaintiff and the other similarly situated individuals to work more than forty (40) hours per week without overtime pay.

64. For example, between November 6, 2016, and November 12, 2016, Plaintiff estimates that she worked approximately 60 hours and did not receive overtime pay for her overtime hours.

65. Defendants have been aware, or should have been aware, that Plaintiff, members of the putative FLSA Collective, and members of the putative New York Rule 23 Class performed non-exempt work that required payment of overtime compensation.

66. The primary job duties of Defendants' employees who primarily conduct utilization reviews, like Plaintiff and the other similarly situated individuals, have remained substantially similar since at least 2001 before Anthem, Inc. merged with WellPoint, Inc.

67. Anthem's predecessor WellPoint, Inc. was a defendant in a lawsuit brought on behalf of utilization review nurses. *See Ruggles v. WellPoint, Inc.*, 272 F.R.D. 320 (N.D.N.Y. 2011).

68. Defendants also required Plaintiff, members of the putative FLSA Collective, and members of the putative New York Rule 23 Class to work long hours, including overtime hours, to complete all of their job responsibilities and meet Defendants' productivity standards.

69. Defendants knew that Plaintiff and the other similarly situated individuals worked unpaid overtime hours because Plaintiff and others complained to Defendants about their long hours and the workload.

70. Although Defendants had a legal obligation to do so, Defendants did not make, keep, or preserve adequate or accurate records of the hours worked by Plaintiff and the other similarly situated individuals.

FLSA COLLECTIVE ACTION ALLEGATIONS

71. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

72. Plaintiff brings Count I individually and on behalf of the putative FLSA Collective.

73. Plaintiff files this action on behalf of herself and all other similarly situated individuals. The putative FLSA Collective is defined as follows:

> All persons who worked as Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or in similar job titles who were paid a salary and treated as exempt from overtime laws, and were primarily responsible for performing medical necessity reviews for Defendants in New York at any time since three years prior to the filing of this Complaint through judgment.

74. Plaintiff has consented in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). Plaintiff's signed consent form is attached hereto as Exhibit A. In addition, to date, one (1) other individual has consented in writing to be a part of this action. Their consent form is attached as Exhibit B.

75. As this case proceeds, it is likely that other individuals will file consent forms and join as "opt-in" plaintiffs.

76. During the applicable statutory period, Plaintiff and the other similarly situated individuals routinely worked in excess of forty (40) hours in a workweek without receiving overtime compensation for their overtime hours worked.

77. Defendants willfully engaged in a pattern of violating the FLSA, as described in this Complaint in ways including, but not limited to, requiring Plaintiff and the other similarly situated individuals to work excessive hours and failing to pay them overtime compensation despite their complaints to Defendants about the overtime.

78. Defendants are liable under the FLSA for failing to properly compensate Plaintiff and the entire putative FLSA Collective. Accordingly, notice should be sent to the putative FLSA Collective. There are numerous similarly-situated current and former employees of Defendants who have suffered from Defendants' practice of denying overtime pay, and who would benefit from the issuance of court-supervised notice of this lawsuit and the opportunity to join. Those

similarly-situated employees are known to Defendants, and are readily identifiable through their records.

79. Plaintiff and the individual with a consent form attached at Exhibit B were previously opt-in Plaintiffs in the FLSA collective action in the U.S. District Court for the Western District of Tennessee titled *Laura Canaday, et al. v. The Anthem Companies, Inc.*, case number 1:19-cv-01084-STA-jay. The *Canaday* court limited the scope of the conditionally certified collective to individuals who worked for The Anthem Companies, Inc. within the state of Tennessee.

NEW YORK RULE 23 CLASS ACTION ALLEGATIONS

80. Plaintiff re-alleges and incorporates by reference all allegations in the preceding paragraphs.

81. Pursuant to Fed. R. Civ. P. 23(a) and 23(b), Plaintiff brings Counts II and III individually and on behalf of the putative New York Rule 23 Class.

82. The class of similarly situated employees sought to be certified under Fed. R. Civ. P. 23(a) and 23(b) as a class action under the NYLL and Wage Theft Prevention Act is defined as:

> All persons who worked as Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or in similar job titles who were paid a salary and treated as exempt from overtime laws, and were primarily responsible for performing medical necessity reviews for Defendants in New York at any time since six years prior to the filing of this Complaint through judgment.

83. The persons in the putative New York Rule 23 Class are so numerous that joinder of all members is impracticable. While the precise number has not been determined, Defendants, on information and belief, have employed at least forty (40) individuals as Utilization Review Nurses, Medical Management Nurses, and Utilization Management Nurses, or similar job titles

during the applicable statute of limitations period. Plaintiff and the putative New York Rule 23 Class have been equally affected by Defendant's violations of law.

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

a. Whether Defendants violated New York law by failing to pay overtime wages;

b. Whether Defendants violated New York law by failing to furnish all required pay information;

c. The proper measure and calculation of damages; and

d. Whether Defendants' actions were willful or in good faith.

85. Plaintiff's claims are typical of those members of the putative New York Rule 23 Class. Plaintiff, like other members of the putative New York Rule 23 Class, was subject to Defendants' practices and policies described in this Complaint. Further, Plaintiff's job duties are typical of the putative New York Rule 23 Class, as all class members are or were Utilization Review Nurses, Medical Management Nurses, Utilization Management Nurses, or similar job titles who were primarily responsible for performing medical necessity reviews.

86. Plaintiff will fairly and adequately protect the interests of the putative New York Rule 23 Class and has retained counsel experienced in complex wage and hour class and collective action litigation.

87. The 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 Defendants' policies and practices. There do not appear to be any difficulties in managing this class action.

88. Plaintiff intends to send notice to all members of the putative New York Rule 23 Class to the extent required by Fed. R. Civ. P. 23.

CAUSES OF ACTION

COUNT I – VIOLATION OF THE FAIR LABOR STANDARDS ACT
FAILURE TO PAY OVERTIME
(On Behalf of Plaintiff and the Putative FLSA Collective)

89. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

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

91. Defendants suffered and permitted Plaintiff and the other similarly situated individuals to routinely work more than forty (40) hours in a workweek without overtime compensation.

92. Defendants' actions, policies, and practices described above violate the FLSA's overtime requirement by regularly and repeatedly failing to compensate Plaintiff and the other similarly situated individuals their required overtime compensation.

93. As the direct and proximate result of Defendants' unlawful conduct, Plaintiff and the other similarly situated individuals have suffered and will continue to suffer a loss of income

and other damages. Plaintiff and the other similarly situated individuals are entitled to liquidated damages and attorneys' fees and costs incurred in connection with this claim.

94. By failing to accurately record, report, and/or preserve records of hours worked by Plaintiff and the other similarly situated individuals, Defendants have failed to make, keep, and preserve records with respect to each of their employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201, *et seq*.

95. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a). Defendants knew or showed reckless disregard for the fact that their compensation practices were in violation of these laws.

COUNT II – VIOLATION OF NEW YORK LABOR LAW
FAILURE TO PAY OVERTIME
(On Behalf of Plaintiff and the Putative New York Rule 23 Class)

96. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

97. At all relevant times, Plaintiff and the members of the putative New York Rule 23 Class were employees within the meaning of NYLL § 651(5).

98. At all relevant times, Defendants were employers within the meaning of NYLL § 651(6).

99. New York law requires Defendants to pay overtime compensation at a rate of not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. 12 N.Y.C.R.R. § 142-2.2.

100. Defendants, pursuant to their policies and practices, refused and failed to pay Plaintiff and the members of the putative New York Rule 23 Class overtime wages for hours worked over 40 per workweek.

101. New York's overtime regulations substantially incorporate and adopt the FLSA's overtime regulations.

102. Plaintiff and the members of the putative New York Rule 23 Class worked more than 40 hours for Defendants in one or more workweeks within the past six years, but due to Defendants' failure to pay them for all hours worked, they did not receive overtime pay for all hours worked in violation of 12 N.Y.C.R.R. § 142-2.2.

103. Defendants' actions were willful, and Defendants did not have a good faith basis to believe that their underpayment was in compliance with the law. *See* NYLL § 663(1).

104. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the members of the putative New York Rule 23 Class have suffered damages in an amount to be determined at trial.

105. Plaintiff and the members of the putative New York Rule 23 Class seek damages in the amount of their unpaid wages, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees and costs of the action, and such other legal and equitable relief as the Court deems proper.

COUNT III – VIOLATION OF NEW YORK LABOR LAW
FAILURE TO COMPLY WITH THE NEW YORK WAGE THEFT PREVENTION ACT
(On Behalf of Plaintiff and the Putative New York Rule 23 Class)

106. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

107. Defendants failed to furnish Plaintiff and the members of the putative New York Rule 23 Class, at the time of hiring, a notice containing the required information include rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designed by the employer; any doing business as names used by the employer; the physical address of the employer's main office or principal place of business and a mailing address if different; the telephone number of the employer; and anything otherwise required by law in violation of the Wage Theft Prevention Act, NYLL § 195(1).

108. Due to Defendants' violation of the Wage Theft Prevention Act, NYLL § 195(1), Plaintiff and the members of the putative New York Rule 23 Class should be awarded statutory damages of $50.00 for each work day that the violation occurred, up to a maximum of $5,000.00, pursuant to NYLL § 198(1-b).

109. Defendants failed to furnish Plaintiff and the members of the putative New York Rule 23 Class a compliant statement with each wage payment listing, among other things, the rate or rates of pay and basis thereof, the regular hourly rate or rates of pay, the overtime rate or rates of pay, the number of regular hours worked, and the number of overtime hours worked, in violation of the Wage Theft Prevention Act, NYLL § 195(3).

110. Due to Defendants' violation of the Wage Theft Prevention Act, NYLL § 195(3), Plaintiff and the members of the putative New York Rule 23 Class should be awarded statutory damages of $250.00 for each work day that the violation occurred, up to a maximum of $5,000.00, pursuant to NYLL § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the putative FLSA Collective, prays for judgment against Defendants as follows:

A. Designation of this action as a collective action on behalf of Plaintiff and those similarly situated, and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all those similarly-situated apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms;

B. A finding that Plaintiff and the putative FLSA Collective are non-exempt employees entitled to protection under the FLSA;

C. A finding that Defendants violated the overtime provisions of the FLSA;

D. Judgment against Defendants in the amount of Plaintiff's 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.

WHEREFORE, Plaintiff, individually and on behalf of the putative New York Rule 23 Class, 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 putative New York Rule 23 Class, and the appointment of Plaintiff as the class representative and her counsel as class counsel;

B. Judgment against Defendants for violation of the overtime provisions of the NYLL and the recordkeeping provisions of the Wage Theft Prevention Act;

C. Judgment that Defendants' violations were willful;

D. An award of damages, liquidated damages, appropriate statutory penalties, pre-

judgment and post-judgment interest, and attorneys' fees and costs to be paid by Defendants pursuant to New York law; and

E. Such other relief as the Court may deem just and proper.

DATED: July 15, 2022

NICHOLS KASTER, PLLP

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