

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

<b>HEATHER GONGAWARE, on behalf of herself and others similarly situated,</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION NO.: 1:18-cv-8358</b>
<b>v.</b>	:	<b>JURY TRIAL DEMANDED</b>
	:	
<b>AMAZON.COM, LLC, AMAZON LOGISTICS, INC., and SHEARD-LOMAN TRANSPORT, LLC,</b>	:	
	:	
<b>Defendants.</b>	:	
	:	

**COLLECTIVE ACTION COMPLAINT**

Plaintiff Heather Gongaware (“Plaintiff”), individually and on behalf of all others similarly situated, through her undersigned counsel, files this Individual and Collective Action Complaint against Defendants Amazon.com, LLC, Amazon Logistics, Inc., and Sheard-Loman Transport, LLC (collectively, “Defendants”), seeking all available remedies under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

The following allegations are based on personal knowledge as to Plaintiff’s own conduct and are made on information and belief as to the acts of others.

**INTRODUCTION**

1. This case is about Defendants’ Amazon.com, LLC and Amazon Logistics, Inc. (together “Amazon”) unlawful scheme to attempt to avoid responsibility for paying its employees in accordance with federal wage and hour laws by attempting to contract out that responsibility to third-party Delivery Service Providers, such as Defendant Sheard-Loman Transport, LLC (“Sheard-Loman”).

2. Further, it is about Sheard-Loman’s retaliatory termination of Plaintiff’s

employment for discussing her pay, and the Dispatchers' and Delivery Associates' legal options to address the unlawful scheme, which has robbed her and fellow employees of significant amounts of unpaid overtime wages.

3. Plaintiff was and the other Dispatchers continue to be paid a day rate and are not paid for all time worked, including overtime. Sheard-Loman terminated Plaintiff's employment on the basis of her discussing the prospect of pursuing legal action to vindicate her rights and the rights other employees who were not paid overtime for all hours worked in excess of forty (40) hours in a workweek. Plaintiff brings this case to redress Defendants' violations of the anti-retaliation and overtime provisions of the FLSA.

#### **JURISDICTION AND VENUE**

4. Jurisdiction over Plaintiff's FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

5. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Defendants reside in and conduct business in this District.

#### **PARTIES**

6. Plaintiff Heather Gongaware is a citizen of Louisiana and resides in Baton Rouge, Louisiana. Plaintiff worked for Defendants as a Dispatcher in Louisiana between September 16, 2018 and November 11, 2018. Pursuant to 29 U.S.C. § 216(b), Plaintiff has consented in writing to participate in this action. *See* Exhibit A.

7. Defendant Amazon.com, LLC is a limited liability company with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

8. Defendant Amazon Logistics, Inc. is a corporation with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

9. Defendant Sheard-Loman Transport, LLC (“Sheard-Loman”) is a limited liability company organized under the laws of Illinois with principal offices in Chicago, Illinois. Sheard-Loman provides Delivery Associates and Dispatchers to Amazon as a Delivery Service Provider.

10. The unlawful acts alleged in this Complaint were committed by Defendants and/or Defendants’ officers, agents, employees, or representatives, while actively engaged in the management of Defendants’ businesses or affairs and with the authorization of the Defendants.

11. During the relevant time period, Plaintiff was an employee of Defendants and is covered by the FLSA.

12. Defendants are employers covered by the FLSA.

13. Defendants employ individuals, including Dispatchers, in Illinois, Maryland, and Louisiana, as well as potentially other states.

14. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as described by 29 U.S.C. §§ 206-207.

15. Defendants’ annual gross sales exceed \$500,000.

### **COLLECTIVE DEFINITION**

16. Plaintiff brings Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b), as a collective action on behalf of herself and the following proposed collective:

All current and former Dispatchers who were paid on a day rate basis by Defendants and who worked more than forty (40) hours per week during the applicable limitations period (the “FLSA Collective”).

17. Plaintiff reserves the right to redefine the FLSA Collective prior to notice or certification, and thereafter, as may be warranted or necessary.

## **FACTS**

### **Defendants Are Joint Employers**

18. At all relevant times, Amazon has been affiliated with and/or operating with Sheard-Loman with respect to the Plaintiff such that Amazon, on the one hand, and Sheard-Loman, on the other, are the “joint employers” of Plaintiff.

19. Sheard-Loman operates a carrier and logistics business in providing vehicles, dispatchers, and drivers to deliver goods on behalf of Defendant Amazon.com and its affiliates. The goods are purchased by customers using Defendant Amazon.com, LLC’s digital platform (the Amazon.com website).

20. Amazon.com, LLC is an e-commerce company and one of the largest – if not the largest – internet retailers in the world, operating the website [www.amazon.com](http://www.amazon.com). As of June 6, 2018, *Forbes* estimated the net worth of Amazon.com to be as much as \$777.8 billion.

21. Amazon Logistics, Inc. is a subsidiary of Defendant Amazon.com, LLC (together, “Amazon”), which advertises for and provides Dispatchers and Delivery Associates for Amazon.com deliveries. Amazon Logistics, Inc. works with delivery providers (“Delivery Service Providers”) to deliver packages from a central location to an Amazon.com customer.

22. Amazon provides Delivery Service Providers, like Sheard-Loman, with exclusive deals on Amazon-branded vans, comprehensive insurance and other services. Amazon Logistics, Getting Started <<https://logistics.amazon.com/marketing/getting-started>> (last visited Nov. 21, 2018). Amazon also provides access to vehicle maintenance, fuel program, professional uniforms, recruitment tools, payroll, tax, and accounting services, health and employees benefits, and legal support.

23. Amazon does not require their Delivery Service Providers to have any logistics

experience. In part, because Amazon provides technological and logistical expertise to the Delivery Service Provider.

24. Delivery Service Provider startup costs start as low as \$10,000.00 because Amazon provides "...exclusive discounts on a suite of assets and services..." Amazon Logistics, Brochure, The Opportunity to Lead <[https://d3a8hw3k243rpe.cloudfront.net/static-assets/Download\\_Brochure.pdf](https://d3a8hw3k243rpe.cloudfront.net/static-assets/Download_Brochure.pdf)> (last visited Nov. 21, 2018).

25. Amazon provides consistent coaching and support, an operation manual, driver assistance, and a dedicated account manager to each Delivery Service Provider.

26. Delivery Service Providers also interact on a daily basis with Amazon's account manager, on-road assistance team and Amazon delivery station personnel.

27. Most Delivery Service Providers work exclusively delivering Amazon packages.

28. Sheard-Loman is a Delivery Service Provider for Amazon.

29. Sheard-Loman provides Dispatchers and Delivery Associates to deliver Amazon's packages.

30. The principals of the Delivery Service Providers, such as Sheard-Loman, are required to undergo three-week hands-on training, including but not limited to education on the Amazon-provided delivery equipment, the daily processes at an Amazon delivery facility, and assist in sorting and loading packages.

31. Delivery Service Providers are given access to Amazon's technology training resources, videos, and delivery data.

32. Amazon also supplies Delivery Service Providers, such as Sheard-Loman, with business tools to assist with planning, daily operations, routing guidance, and customer service.

33. Amazon pays Delivery Service Providers, including Sheard-Loman, pursuant to its

standard Delivery Provider Terms of Service, which includes payments for Dispatchers such as Plaintiff.

34. While Delivery Service Providers pay Dispatchers from the amounts Amazon pays them, Amazon has both influence and control over how Dispatchers are paid. For example, based on a recent news report of a “leaked internal email,” Amazon is in the process of instituting policies dictating how Delivery Service Provider employees are paid to “enable transparency and accuracy of pay.” The leaked email reminded Delivery Service Provider owners that while “[p]ayroll can be complicated” ... “it’s one of the most important parts of running a business as your employees rely on you and expect you to pay them on time and reliably without error.” See Hayley Peterson, *Leaked email reveals Amazon is changing how delivery drivers are paid following reports of missing wages*, BUSINESS INSIDER, December 10, 2018, <https://www.businessinsider.com/amazon-changes-delivery-pay-practices-following-missing-wage-reports-2018-10>.

35. Amazon supervises and controls the work activities, work schedules, conditions and management of Dispatchers.

36. Sheard-Loman’s Baton Rouge, Louisiana location is located within one of Defendant Amazon.com, LLC’s delivery station, which is controlled and operated by Amazon.

37. On information and belief, Sheard-Loman’s Illinois (Champaign, Chicago, Morton Grove, and Oak Park) and Maryland (Hanover) locations are also located within one of Amazon.com, LLC’s delivery stations, which are controlled and operated by Amazon.

38. Dispatchers undergo mandatory training by Amazon through what is also known as Amazon’s “Delivery Associate School.” In addition to Delivery Associate School, Plaintiff received dispatcher-specific training from Amazon employees including Amazon Site Manager Anthony Miller, came to assist on “launch” day from Baton Rouge, LA facility). Plaintiff’s

cumulative training with Amazon took over three days.

39. The mandatory training, conducted by Amazon, covers Amazon's policies and procedures, including but not limited to: how to scan a package; how to use Amazon's handheld GPS-tracking device, known as a "Rabbit"; and how to drop packages off in compliance with Amazon's policies, procedures and concession rates (the failure to properly deliver a package).

40. The Dispatcher-specific training, conducted by Amazon, covers Amazon's policies and procedures, including but not limited to: which metrics the dispatchers need to record so Amazon employees in the facility to can track the status of deliveries (*e.g.*, concession rates, number of remaining Amazon packages in van, etc.); how to record those metrics on a whiteboard in the facility known as the "Gemba Board"; the time at which and the location where Dispatchers need to organize Delivery Associates in the facility to ensure a timely departure to Amazon's first customers on the route.

41. On information and belief, Amazon disciplined Plaintiff for violations of their policies and procedures.

42. Throughout their employment with Defendants, Plaintiff was and the Dispatchers are subject to additional training by Amazon in complying with its operational procedures and in meeting its work expectations.

43. Amazon set the delivery route that Plaintiff and the Dispatchers were required to assign to Delivery Associates.

44. Amazon assigns and provides routes to Delivery Service Providers, including Sheard-Loman.

45. Amazon also dictates the hours of delivery in which a Delivery Associate may deliver a package. For example, Delivery Associates in Amazon's Baton Rouge, Louisiana facility

are directed to not deliver packages after 9:00 p.m. Plaintiff and the other Dispatchers were responsible for monitoring Delivery Associates' compliance with this and other Amazon policies.

46. Amazon required Plaintiff and the Dispatchers to record the status of deliveries on a white board called the "Gemba Board" every hour. Specifically, Amazon required Plaintiff and the Dispatchers to record the number of packages delivered per hour, the amount of packages remaining, and the concession rate of Sheard-Loman drivers.

47. Specifically, Amazon Site Manager Anthony Miller ("Amazon Manager Miller") required Plaintiff to record the names of drivers who were behind on their routes on the "Gemba Board." Amazon Manager Miller monitored the status of deliveries every hour and would occasionally write "you suck" on the "Gemba Board" if he was unsatisfied with the progress.

48. On October 26, 2018, at or around 2:00 p.m., in response to Plaintiff declining to assign additional routes to Delivery Associates per Sheard-Loman's manager Tauria Dilworth's instruction, Amazon Manager Miller told Plaintiff: "Your boss didn't do you any favors. I'm about to really f\*\*\* y'all up. She wants this to be all business, we can handle this all business and it won't be nice."

#### **The Nature of Plaintiff's and Dispatchers' Work for Defendants**

49. Plaintiff was employed as a Dispatcher between September 18, 2018 and November 11, 2018 in Defendants' Baton Rouge, Louisiana facility, dispatching and monitoring the delivery of packages on behalf of Amazon.

50. Plaintiff other Dispatchers were required to obtain driver routes from Amazon Managers every morning.

51. Plaintiff and the Dispatchers were regularly scheduled to work five (5) to six (6) days per week, with shifts that were scheduled for ten (10) hours.



52. Although shifts were scheduled for ten (10) hours per day, all of the work related activities that Plaintiff and the Dispatchers were required to and did perform often took ten or more hours per day to complete, because Plaintiff and the Dispatchers were required to stay until the last Delivery Associate returned from completing his or her route.

53. Plaintiff and the Dispatchers regularly worked more than forty (40) hours a week.

54. Plaintiff and the Dispatchers were not provided lunch breaks. Accordingly, Plaintiff and the Dispatchers routinely worked through their lunch without extra pay and were unable to take short breaks due to the high volume of deliveries and the required hourly updating of the “Gemba Board.” Defendants were not only aware of and permitted this practice, but the work schedules and conditions imposed by Defendants effectively required this practice.

**Plaintiff and the Dispatchers are Paid on a Day Rate Basis**

55. Dispatchers are paid a flat day rate regardless of how many hours they actually work.

56. Plaintiff was paid a flat rate of \$150.00 per day.

57. Plaintiff observed that other Dispatchers are also paid on a day rate basis.

58. Plaintiff and the other Dispatchers regularly work more than 40 hours per week.

59. Plaintiff and the other Dispatchers regularly work five (5) to six (6) days per week.

60. Defendants did not keep track of the actual number of hours that Plaintiff and the Dispatchers worked.

61. Defendants did not pay Plaintiff or the other Dispatchers overtime for all hours worked in excess of forty in a workweek.

62. Defendants paid Plaintiff and the Dispatchers a flat sum for days worked regardless of the number of hours worked, and did not pay additional overtime compensation. *See Hickman v. TL Transp., LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018) (granting summary judgment to the plaintiff

in holding that a similar day rate scheme by a Delivery Service Provider violated the FLSA).

63. Dispatchers are compensated on a daily rate pay basis and ARE not paid overtime as required by law.

**Defendant Sheard-Loman Terminated Plaintiff for Engaging in Protected Activity**

64. At Defendants' Baton Rouge, Louisiana facility, Plaintiff was seated at a desk next to Chris Bush, the owner of another Delivery Service Provider, Bush Logistics.

65. Mr. Bush shared that he had received an email from Amazon's "business coaches," stating that Delivery Service Providers need to stop paying a day rate and should begin paying an hourly rate with overtime.

66. Shortly following her start date, Plaintiff verbally inquired about her exempt status when she spoke with Richard Loman and asked why she and other Delivery Associates were being paid a day rate and were not being paid overtime compensation. At the time, Mr. Loman told Plaintiff that she would be paid overtime.

67. However, when pay checks arrived, Plaintiff's pay and the pay of other Dispatchers and Delivery Associates did not include overtime compensation.

68. Plaintiff then lodged a second verbal inquiry about her compensation when she called Manager Tauria Dilworth and asked why her pay check did not include overtime. Ms. Dilworth told Plaintiff that Mr. Loman was mistaken, and that Plaintiff should only speak with Ms. Dilworth and not Mr. Loman going forward.

69. When additional individuals, including Plaintiff, continued to complain to Ms. Dilworth, including on the App "GroupMe," Ms. Dilworth wrote that Sheard-Loman would not change its pay to hourly, and it would continue to pay a day rate regardless of hours worked.

70. On November 9, 2018, in a conversation with a Sheard-Loman Delivery Associate,

Plaintiff discussed Defendants' failure to pay Plaintiff and other employees a day rate without overtime for all hours worked in excess of forty (40) in a workweek. Both Plaintiff and the Delivery Associate were frustrated with consistent nonpayment of overtime, and they spoke about their rights under federal and state law and options for holding Defendants legally accountable for failing to pay them overtime and for all hours worked.

71. During the November 9, 2018 conversation, Plaintiff stated that a class action lawsuit could potentially help her and other employees to recover their unpaid wages.

72. On November 11, 2018, Plaintiff received a telephone call from Sheard-Loman co-owner Jeffrey Sheard and Manager Tauria Dilworth.

73. During the November 11, 2018 telephone call, Mr. Sheard and Ms. Dilworth told Plaintiff that her employment was being terminated for discussing legal options for recovering unpaid overtime with other drivers.

74. Following Plaintiff's termination, other drivers reported to Plaintiff that Sheard-Loman "made an example" out of Plaintiff's termination to discourage drivers from seeking legal recourse for Sheard-Loman's failure to pay employees in accordance with federal wage and hour laws.

**Defendants' Failure to Properly Pay Dispatchers Is Willful**

75. Defendants' actions in violation of the FLSA were made willfully in an effort to avoid liability under the FLSA.

76. Amazon relies on DSPs, such as Sheard-Loman for the essential services of getting its goods from its warehouses to its customer's doors as quickly as possible, yet Amazon attempts to shield itself from liability for wage and hour violations by using thinly capitalized companies, such as Sheard-Loman, to provide the employees who perform this work.

77. Amazon attempts to hide behind these DSPs and use a joint employer defense rather than making sure the employees who perform these services are compensated in accordance with the law.

78. Notwithstanding that it is plainly unlawful to pay a non-exempt employee a day rate without overtime compensation, and despite the fact that another federal court has found that such a pay scheme paid by a DSP of Amazon is unlawful, Defendants paid Plaintiff and continue to pay Dispatchers in such an unlawful manner. *See Hickman v. TL Transp. LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018).

79. In addition, as evidenced by the e-mail shared by Mr. Bush, indicating that Delivery Service Providers need to stop paying their employees a day rate and should begin paying an hourly rate with overtime, and Plaintiffs' numerous verbal inquiries about compensation, Defendants had actual knowledge of their wage and hour obligations under the FLSA.

80. In addition, despite tracking Amazon's packages to the second, Defendants failed to make, keep and preserve records with respect to Plaintiff and the Dispatchers sufficient to determine their lawful wages, actual hours worked and other conditions of employment as required by federal and state law. *See* 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

81. Even though the FLSA entitles day-rate and hourly employees to overtime premium compensation for hours worked over 40 per week, Defendants did not pay Plaintiff and continues to fail to pay the Dispatchers any extra overtime premium compensation for their overtime hours worked.

82. Defendants knew or absent their own recklessness should have known that Plaintiff

and the Dispatchers are entitled to such overtime premiums.

83. By failing to pay the overtime premium to the Plaintiff and the Dispatchers, Defendants have acted willfully and with reckless disregard of clearly applicable FLSA provisions.

**COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

84. Plaintiff brings Count I of lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Collective defined above.

85. Plaintiff desires to pursue the FLSA claim on behalf of any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

86. Plaintiff and the FLSA Collective are “similarly situated,” as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants’ previously described common pay practices and, as a result of such practices, were not paid the full and legally mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants’ common compensation, timekeeping, and payroll practices.

87. Specifically, Defendants failed to pay overtime at time and a half (1½) the employee’s regular rate as required by the FLSA for hours worked in excess of forty (40) per workweek.

88. The similarly situated employees are known to Defendants and are readily identifiable and may be located through Defendants’ business records and the records of any payroll companies Defendants use.

89. Defendants employ many FLSA Collective Members throughout the United States. These similarly situated employees may be readily notified of the instant litigation through direct means, such U.S. mail and/or other appropriate means, and should be allowed to opt into it pursuant

to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their similar claims for overtime and other compensation violations, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

**COUNT I**  
**Violation FLSA Overtime Provisions**  
**(On Behalf of Plaintiff and the FLSA Collective)**

90. All previous paragraphs are incorporated as though fully set forth herein.

91. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1½) times the regular rate at which he is employed. *See* 29 U.S.C. § 207(a)(1).

92. Defendants are subject to the wage requirements of the FLSA because each of the Defendants is an "employer" under 29 U.S.C. § 203(d).

93. At all relevant times, each of the Defendants were, and continue to be, an "employer" engaged in interstate commerce and/or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203.

94. During all relevant times, members of the FLSA Collective, including Plaintiff were covered employees entitled to the above-described FLSA's protections. *See* 29 U.S.C. § 203(e).

95. Plaintiff and the FLSA Collective are not exempt from the requirements of the FLSA.

96. Plaintiff and the FLSA Collective are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek.

97. Defendants' compensation scheme applicable to Plaintiff and the FLSA Collective failed to comply with either 29 U.S.C. § 207(a)(1) or 29 C.F.R. § 778.112.

98. Defendants knowingly failed to compensate Plaintiff and the FLSA Collective at a rate of one and one-half (1½) times their regular hourly wage for hours worked in excess of forty (40) hours per week.

99. Defendants also failed to create, keep and preserve records with respect to work performed by Plaintiff and the FLSA Collective sufficient to determine their wages, hours and other conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

**COUNT II**  
**Violation of the FLSA Anti-Retaliation Provision**  
**(On Behalf of Plaintiff, Individually)**

100. All previous paragraphs are incorporated as though fully set forth herein.

101. The FLSA prohibits an employer to “to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to [the FLSA.]” 29 U.S.C. § 215(a)(3).

102. Plaintiff engaged in a protected activity under the FLSA, 29 U.S.C. §215(a)(3) by lodging at least three (3) verbal inquiries and complaints about her lack of overtime compensation to her supervisors, Richard Loman, Jeffrey Sheard, and Tauria Dilworth in and around November 2018.

103. As a direct result of these three inquiries, Defendants reasonably understood Plaintiff’s interest in being paid overtime compensation to comply with the FLSA.

104. Additionally, Plaintiff engaged in a protected activity under the FLSA, 29 U.S.C. §215(a)(3) when she discussed Sheard-Loman’s potential violation of applicable wage and overtime laws with a co-worker on November 9, 2018.

105. As a direct result of the verbal conversations with Richard Loman, Jeffrey Sheard,

and Tauria Dilworth and the discussion with her co-worker, Sheard-Loman retaliated against Plaintiff by terminating her employment on November 11, 2018.

106. As a direct and proximate result of Sheard-Loman's unlawful conduct, Plaintiff has suffered damages, including in the form of lost earnings, emotional and mental anxiety, and damage to her reputation and as otherwise set forth herein. Sheard-Loman knowingly and willfully retaliated against Plaintiff in violation of 29 U.S.C. § 215(a)(3).

107. In violating the FLSA's anti-retaliation provision, Sheard-Loman acted willfully and with reckless disregard of clearly applicable FLSA provisions.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff seeks the following relief:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Collective members;
- c. An Order declaring that Defendants violated the FLSA and have done so willfully;
- d. Injunctive relief requiring Defendants to comply with all applicable federal and state laws and cease their illegal practices, including reinstatement;
- e. Back pay damages (including unpaid overtime compensation, unpaid spread of hours payments and unpaid wages) and prejudgment interest to the fullest extent permitted under the law;
- f. A judgment in favor of Plaintiff for all penalties and compensatory damages allowed by law for her claim of retaliation;
- g. Liquidated damages to the fullest extent permitted under the law;
- h. Litigation costs, expenses and attorneys' fees to the fullest extent permitted under the law; and
- i. Such other and further relief as this Court deems just and proper.



**JURY DEMAND**

Plaintiff demands a trial by jury for all issues of fact.

Dated: December 20, 2018

Respectfully submitted,

/s/ Sarah R. Schalman-Bergen

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