

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
CLEVELAND DIVISION**

DINA F. TANNER, on behalf of herself and all others similarly situated,	:	
	:	
	:	
	:	CASE NO. _____
	:	
Plaintiff,	:	
	:	
v.	:	
	:	JURY DEMANDED
MANSFIELD HOTEL LLC,	:	
	:	
	:	
<i>Defendant.</i>	:	

COMPLAINT

I. INTRODUCTION

1. This is an action brought by Dina F. Tanner (hereinafter “Named Plaintiff” or “Ms. Tanner”) on behalf of herself and all others similarly situated against Mansfield Hotel LLC (hereinafter “Defendant”).

2. Named Plaintiff brings her federal claims against Defendant in order to recover compensation, liquidated damages, attorneys’ fees and costs, and other equitable relief pursuant to the Fair Labor Standard Act of 1939 (“FLSA”), as amended 29 U.S.C. § 201 et seq. Named Plaintiff seeks Court Supervised Notice pursuant to 29 U.S.C. § 216(b) to inform other similarly situated employees of their rights under the FLSA.

3. Named Plaintiff brings her Ohio claims against Defendant in order to recover compensation, liquidated damages, attorneys’ fees and costs, and other equitable relief pursuant to the Ohio Minimum Fair Wage Standards Act, O.R.C. §§ 4111 et. seq., (the “Ohio Wage

Act”), the Ohio Prompt Pay Act (“OPPA”), O.R.C. § 4113.15, 15 (the Ohio Wage Act and the OPPA will be collectively referred to as the “Ohio Acts”) and O.R.C. § 2307.60. Named Plaintiff brings her Ohio Acts and O.R.C. § 2307.60 on behalf of herself and all similarly situated employees from Ohio who file their written consent to join this action pursuant to Ohio Rev. Code. § 4111.14(k). Named Plaintiff seeks Court Supervised Notice pursuant to Ohio Rev. Code § 4111.14(k).

4. Named Plaintiff and those similarly situated are current and former employees of Defendant who did not receive one and a half times their regular rate for all hours worked over forty (40) in a workweek. (hereafter, “Putative Plaintiffs”).

5. Under the FLSA and the Ohio Wage Acts, Defendant was required to pay for all hours Putative Plaintiffs worked and pay them 150% of their regular rate for all hours worked over 40 in a workweek. By willfully failing to compensate Named Plaintiff and Putative Plaintiffs who performed pre-shift and post-shift work, Defendant violated the FLSA and the Ohio Acts.

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over Named Plaintiff’s and the Putative Plaintiffs’ claims because they are brought pursuant to the FLSA which raise federal questions pursuant to 28 U.S.C. § 1331.

8. This Court has jurisdiction over Named Plaintiff’s and the Putative Plaintiffs’ supplemental Ohio Wage Act, OPPA, and O.R.C. § 2307.60 claims pursuant to 28 U.S.C. § 1367.

9. Venue is proper in the Northern District of Ohio, pursuant to 28 U.S.C. § 1391, because Defendant resides in this judicial district and because a substantial part of the

events or omissions giving rise to the claims occurred in northern Ohio, including Mansfield, Ohio (Richland County).

III. THE PARTIES

10. Dina F. Tanner (“Named Plaintiff” or “Ms. Tanner”) is an adult resident of Florence, Indiana residing at P.O. Box 131 Florence, Indiana 47020. Named Plaintiff was employed by Defendant in a front desk position from approximately March 2024 until June 2024, when she changed roles to a General Manager and remained in that role until approximately October 2024. Her consent form is being filed along with this Complaint pursuant to 29 U.S.C. § 216(b) and is attached as **Exhibit A**.

11. The Putative Plaintiffs are all non-exempt employees employed by Defendant within three (3) years preceding the commencement of this action who were not paid overtime at a rate of 150% their respective regular rates for all hours worked over forty (40) in a workweek. (“Putative Plaintiffs”)

12. Defendant Mansfield Hotel LLC (“Defendant”) is a domestic limited liability company registered to do business in the state of Ohio. Process may be served upon its Registered Agent, Sanjay Bhatt at 2935 Kenny Rd. Suite 225 Columbus, Ohio 43221.

IV. FACUTAL ALLEGATIONS

13. During all times material to this Complaint, Defendant was an employer within the meaning of the FLSA, the Ohio Acts, and O.R.C. § 2307.60.

14. During all times material to this Complaint, Defendant employed Named Plaintiff and the Putative Plaintiffs within the meaning of the FLSA and the Ohio Acts.

15. During all times material to this Complaint, Defendant was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section

3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or has had employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than \$500,000 per year (exclusive of excise taxes at the retail level).

16. During all times material to this Complaint, Named Plaintiff and the Putative Plaintiffs have been Defendant's employees pursuant to the Ohio Acts and have been individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-07.

17. During all times material to this Complaint, Defendant hired Named Plaintiff and the Putative Plaintiffs to assist in the day-to-day operations, management, and overall functioning of its hotel.

a. Defendant's Overtime Rate Violation

18. During all times material to this Complaint, Named Plaintiff and the Putative Plaintiffs were paid at an hourly rate, not on a salary or fee basis as described in 29 C.F.R. § 541.602 and thus were non-exempt employees entitled to be paid overtime at 150% of their regular rate for all hours worked over forty (40) in a workweek.

19. During all times material to this Complaint, Named Plaintiff and the Putative Plaintiffs did not receive at least \$684 per week on a salary basis. In fact, Defendant classified Named Plaintiff and the Putative Plaintiffs as non-exempt employees paid on an hourly basis.

20. During all times material to this Complaint, Named Plaintiff was paid at an hourly rate of \$11.00 per hour, in both her positions as front desk and general manager.

21. During all times material to this Complaint, Defendant would record Named Plaintiff and the Putative Plaintiffs' hours worked using a timeclock system, wherein Named Plaintiff and the Putative Plaintiffs would have to manually clock themselves in to work and clock themselves out at the end of their respective shifts.

22. During all times material to this Complaint, Named Plaintiff and the Putative Plaintiffs regularly worked beyond forty (40) hours in a workweek.

23. During all times material to this Complaint, for example, Named Plaintiff recorded¹ approximately fifty-five (55) to seventy (70) hours worked per week.

24. During all times material to this Complaint, however, Defendant paid Named Plaintiff their straight time hourly rate for all hours recorded, including those hours in excess of forty (40) in a workweek.

25. For instance, during the biweekly pay period from June 30, 2024, to July 13, 2024, Ms. Tanner logged a total of 119.62 hours. Given that the pay period spans two weeks, any hours worked beyond eighty (80) should have been paid at any overtime rate. Despite this, Ms. Tanner was compensated at her standard hourly rate of \$11.00 for all 119.62 hours, including the 39.62 hours worked over eighty, without receiving one-and one-half times her regular rate. *See Named Plaintiffs June to July Paystub* attached as **Exhibit B**.

26. During all times material to this Complaint, Named Plaintiff observed Defendant other Putative Plaintiffs working in excess of 40 hours in a workweek and only get paid their straight time hourly rate for all hours recorded, including those hours in excess of forty (40) in a workweek.

¹ Ms. Tanner was scheduled and worked approximately fifty-five (55) to seventy (70) hours per week, as displayed on her paystubs. However, Ms. Tanner performed additional off-the-clock work outside of her scheduled hours described in further detail below.

27. Indeed, Defendant failed to pay the Named Plaintiff and the Putative Plaintiffs overtime compensation at one-and-one-half times their regular rate for all hours worked in excess of forty (40) in a workweek.

28. Upon information and belief, Defendant violated federal and state overtime law because it knew or should have known Named Plaintiffs and the Putative Plaintiffs were working over forty (40) hours in a workweek while being compensated at a rate less than the statutorily required overtime rate.

29. Named Plaintiff raised these concerns on multiple occasions by verbally complaining to Defendant's area managers, Tom Last Name Unknown ("LNU") and Janet Last Name Unknown ("LNU"), specifically regarding Defendant's failure to pay overtime wages as mandated by law.

30. In response to these complaints, Tom and Janet consistently dismissed Named Plaintiff's concerns, stating "we have never paid overtime" and "we are not required to pay overtime," demonstrating a disregard for applicable wage and hour laws.

31. Indeed, during all times material to this Complaint, Defendant's pay practice of not paying Named Plaintiff and the Putative Plaintiffs for all hours worked over forty (40) in a workweek at an amount equal to 150% of their regular rate, was willful and not in good faith.

b. Defendant's Failure to Compensate for Off-the-Clock Work

32. During all times material to this Complaint, Named Plaintiff was scheduled to work approximately five (5) to seven (7) days a week, beginning around 6:00 a.m. or 7:00 a.m., and ending between 3:00 p.m. and 5:00 p.m., depending on the level of coverage available from other Putative Plaintiffs.

33. During all times material to this Complaint, both the Defendant's work demands, and Named Plaintiff's primary job duties often required her to work before her scheduled shift or after it had ended.

34. Specifically, beginning in approximately April 2024, Defendant's area manager, Tom LNU met with Named Plaintiff and requested that she move into the hotel to be readily available to address the frequent and ongoing work-related issues that occur after hours.

35. During all times material to this Complaint, Defendant did not provide all of the Putative Plaintiffs lodging. It was offered only to Named Plaintiff and one other housekeeper.

36. Although Named Plaintiff resided at Defendant's hotel, the lodging arrangement existed primarily for the benefit and convenience of Defendant, not Named Plaintiff. Indeed, the reality of the employment relationship was such that Named Plaintiff's on-site presence served the operational needs of Defendant's hotel.

37. Specifically, by living on the premises, Defendant required that after clocking out for the evening, Named Plaintiff be available to go back down to the front desk to perform her required job duties while off-the-clock.

38. For example, Named Plaintiff was frequently required to handle a range of responsibilities outside of her scheduled hours. These off-the-clock duties included responding to incidents involving unwanted hotel guests being escorted out by police, addressing technical or computer issues at the front desk, conducting room inspections—particularly for guests who paid a cash deposit and required clearance before a refund—restocking laundry supplies such as sheets, and fulfilling guest requests for additional towels, pillows, and blankets. (“Off-the-Clock Duties”).

39. Additionally, as part of her Off-the-Clock Duties, the doors to the hotel remained locked during nighttime hours. If a guest rang the doorbell, the housekeeper was instructed to contact Named Plaintiff, who was required to wake up, go to the front lobby, and assist the guest with check-in or any other requests.

40. However, Defendants refused to compensate Named Plaintiff for the time spent performing any Off-the-Clock Duties. When Named Plaintiff inquired with area managers, Tom LNU and Janet LNU, about why she was not being paid for the overnight work she performed, she was told that she was not permitted to clock in and that “it is your job to make sure those things get done.”

41. During all times material to this Complaint, and as a result of Defendant’s required Off-the-Clock Duties, Named Plaintiff routinely spent approximately fifteen (15) to twenty (20) hours each week after her scheduled shifts performing these required duties.

42. During all times material to this Complaint and upon information and belief, Defendant was aware that Named Plaintiff often worked fifteen (15) to twenty (20) hours each week after her scheduled shifts scheduled shifts—as that was the reason Defendant required Named Plaintiff to live on the premises to begin with-- and permitted this to occur.

43. During all times material to this Complaint, when the time spent performing Off-the-Clock Duties is added back into Named Plaintiff’s hours worked, she goes uncompensated for overtime hours worked in violation of the FSLA and Ohio Wage Acts.

44. During all times material to this Complaint, and upon information and belief, Defendant has not maintained or preserved itemized cost records or substantiating documentation sufficient to establish the “reasonable cost” or “fair value” of any such facilities allegedly provided to Plaintiff, as required by 29 C.F.R. § 516.27.

45. During all times material to this Complaint, and upon information and belief, any deduction or in-kind addition claimed by Defendant under Section 3(m) is unlawful to the extent it caused Named Plaintiff's cash wages to fall below the overtime threshold, or to the extent it was not supported by compliant records on a workweek basis as mandated by 29 C.F.R. § 516.27(b).

46. During all times material to this Complaint, Defendant knowingly, willfully, or with reckless disregard did not include the fair value of the lodging in calculating Named Plaintiff's regular rate.

47. During all times material to this Complaint, Defendant's pay practice of not paying Named Plaintiff for all hours worked, including all hours worked over forty (40) in a workweek at an amount equal to 150% of their regular rate, was willful and not in good faith.

**V. COURT SUPERVISED NOTICE PURSUANT TO 29 USC § 216(b)
ALLEGING FLSA OVERTIME VIOLATIONS**

48. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

49. Named Plaintiff requests that the Court issue Court Supervised Notice to the following group of current and former employees defined as:

All current and former hourly employees employed by Mansfield Hotel LLC who, within the three (3) years preceding the commencement of this action through the present, who were paid straight time for all hours worked in excess of forty (40) hours in a workweek. ("Employees Entitled to Notice")

50. Named Plaintiff reserves the right to amend and refine the definition of the Employees Entitled to Notice she seeks to have the Court serve notice based upon further investigation and discovery.

51. The precise size and identity of the proposed Employees Entitled to Notice should be ascertainable from the business records, tax records, and/or employee and personnel records of Defendant.

52. Court Supervised Notice pursuant to 29 U.S.C. § 216(b) to the Employees Entitled to Notice is appropriate because there exists at least a strong likelihood that they are similarly situated to the Named Plaintiff.

53. Sending Court Supervised Notice pursuant to 29 U.S.C. § 216(b) to the Employees Entitled to Notice is appropriate because they have been subjected to single companywide policies and common business practices referenced in the paragraphs above, and the success of their claims depends upon the resolution of common issues of law and fact, including *inter alia*, whether Defendant satisfied the FLSA's requirements for paying for all hours worked over forty (40) in a workweek at one-and one-half times their respective regular rates.

54. Named Plaintiff and the Employees Entitled to Notice, having willfully been not paid their entitled overtime wages for work they performed pursuant to the common policies described herein, are "similarly situated" as that term is defined in 29 U.S.C. § 216(b) and the associated decisional law.

55. The Named Plaintiff and the Employees Entitled to Notice have been similarly affected by the violations of Defendant in workweeks during the relevant time period, which amount to a single decision, policy, or plan to willfully avoid paying wages at FLSA compliant overtime rates.

56. Named Plaintiff seeks to have the Court send supervised notice pursuant to 29 U.S.C. § 216(b), as defined above, to the proposed group of similarly situated current and former employees, i.e., Employees Entitled to Notice.

57. Named Plaintiff is similarly situated to the Employees Entitled to Notice and will prosecute this action vigorously on their behalf.

58. Named Plaintiff intends to send notice to all the Employees Entitled to Notice pursuant to Section 216(b) of the FLSA. The names and addresses of the Employees Entitled to Notice are available from Defendant's records. For the purpose of notice and other purposes related to this action, their names, addresses, email addresses, and phone numbers are readily available from Defendant. Notice can be provided by means permissible under the FLSA.

59. Named Plaintiff and the Employees Entitled to Notice have been similarly damaged by Defendant's willful refusal to pay 150% of Named Plaintiff's and the Employees Entitled to Notice's regular rate for all hours worked beyond forty (40) in a workweek by paying straight time for all hours worked.

60. As a result of Defendant's FLSA violations, Named Plaintiff and the Employees Entitled to Notice are entitled to damages, including, but not limited to, unpaid wages, liquidated damages, costs, and attorneys' fees.

61. Any alleged defenses Defendant may raise will be common to the Named Plaintiff and the Employees Entitled to Notice.

VI. CAUSES OF ACTION

COUNT I **STRAIGHT TIME VIOLATIONS OF THE FLSA'S OVERTIME PROVISIONS**

62. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

63. During the time period from approximately three (3) years preceding the commencement of this action to the present, Defendant was an employer of Named Plaintiff and Employees Entitled to Notice within the meaning of 29 U.S.C. § 203(d).

64. During the time period from approximately three (3) years preceding the commencement of this action to the present, Named Plaintiff and the Employees Entitled to Notice were employed by Defendant within the meaning of 29 U.S.C. § 203(e)(1).

65. During the time period from approximately three (3) years preceding the commencement of this action to the present, Defendant employed Named Plaintiff and the Employees Entitled to Notice within the meaning of 29 U.S.C. § 203(g).

66. During the time period from approximately three (3) years preceding the commencement of this action to the present, Defendant was an employer subject to the FLSA.

67. During all times material to this Complaint, Named Plaintiff and the Employees Entitled to Notice have not been exempt from receiving overtime benefits under the FLSA because, *inter alia*, they were not paid at least \$684 per week on a salary basis. *See* 29 C.F.R. § 541.602.

68. At all times material to this Complaint, Defendant regularly employed Named Plaintiff and the Employees Entitled to Notice to work more than forty (40) hours in a workweek.

69. Defendant violated federal law because it knew or should have known that Named Plaintiff and the Putative Plaintiffs should have been paid overtime for all hours worked over forty (40) in a workweek, including work performed prior to or beyond their regularly scheduled hours.

70. Defendant, as described above, violated the FLSA, 29 U.S.C. § 207, by failing to pay Named Plaintiff and the Employees Entitled to Notice at the appropriate overtime rate for

all hours worked in excess of forty (40) per workweek and instead were paid straight time for all hours worked.

71. Named Plaintiff and the Employees Entitled to Notice should have been paid 150% of their regular rate for all hours worked beyond forty (40) in a workweek during the three years from the filing date of the Complaint or when they join this lawsuit.

72. Defendant willfully violated and continues to willfully violate the FLSA, by having engaged and continued to engage in conduct, which demonstrates a willful and/or reckless disregard for the provisions of the FLSA.

73. Named Plaintiff and the Employees Entitled to Notice are entitled to unpaid overtime and other compensation, liquidated damages, interest and attorneys' fees, and all other remedies available as compensation for Defendant's violations of FLSA, by which the Named Plaintiff and the Employees Entitled to Notice have suffered and continue to suffer damages.

COUNT II
**COMPENSATION FOR ALL HOURS WORKED VIOLATIONS OF THE FLSA
OVERTIME PROVISIONS**

74. Named Plaintiff re-alleges, and incorporates by reference, the allegations the allegations set forth in the preceding paragraphs.

75. Named Plaintiff brings her individual FLSA claims for Defendant's willful failure to compensate her for all hours worked in a workweek.

76. Defendant willfully violated the FLSA by suffering and permitting Named Plaintiffs to work hours that it did not pay her at least the federal minimum wage.

77. Defendant willfully violated the FLSA when the Named Plaintiff unpaid hours worked were added to the hours Defendant did pay, caused her hours in a workweek to exceed 40 hours or increased the number of hours she worked over 40 hours in a workweek.

78. Named Plaintiff is entitled to unpaid overtime and other compensation, liquidated damages, interest and attorneys' fees, and all other remedies available as compensation for Defendant's violations of FLSA, by which the Named Plaintiff suffered damages.

COUNT III
REGULAR RATE VIOLATIONS OF THE FLSA OVERTIME PROVISIONS

79. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

80. Named Plaintiff brings her individual FLSA claims for Defendant's willful failure to include the fair market value of the lodging in her regular rate when calculating her overtime rate for all hours she worked in excess of 40 hours in a workweek.

81. Named Plaintiff is entitled to unpaid overtime and other compensation, liquidated damages, interest and attorneys' fees, and all other remedies available as compensation for Defendant's violations of FLSA, by which the Named Plaintiff suffered damages.

COUNT IV
VIOLATION OF THE OHIO WAGE ACT

82. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

83. Named Plaintiff brings her Ohio Wage Act claims individually and on behalf of all Employees Entitled to Notice who join this lawsuit.

84. The Ohio Wage Act provides that covered employees shall be compensated for every hour worked in one workweek. *See* O.R.C. §§ 4111, *et seq.*; *see also* 29 U.S.C. § 206(b).

85. The Ohio Wage Act provides that employees shall receive overtime compensation at a rate "not less than one and one-half times" the employee's regular rate of pay for all hours worked over forty (40) hours in one workweek, "in the manner and methods

provided in and subject to the exemptions of section 7 and section 13 of the Fair Labor Standards Act of 1937.” *See* O.R.C. § 4111.03(A); 29 U.S.C. § 207(a)(1).

86. At all times material to this Complaint, Defendant was an employer covered by the Ohio Wage Act and has been thus required to comply with its mandates.

87. At all times material to this Complaint, Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio were covered “employees” of Defendant pursuant to the Ohio Wage Act and thus entitled to the Ohio Wage Act’s protections.

88. At all times material to this Complaint, Defendant regularly employed Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio to work more than forty (40) hours in a workweek.

89. At all times material to this Complaint, Defendant violated the Ohio Wage Act by repeatedly failing to compensate Named Plaintiff and Employees Entitled to Notice who join this lawsuit from Ohio for all hours worked, including Defendant’s repeated action of refusing to compensate Named Plaintiff and Employees Entitled to Notice who join this lawsuit from Ohio for all hours worked over forty (40) hours in a workweek at a rate not less than one and one-half times their regular rate.

90. Defendant violated the Ohio Wage Act because it knew or should have known Named Plaintiff and the Putative Plaintiffs should have been paid overtime for all hours worked over forty (40) in a workweek, including work performed prior to or beyond their regularly scheduled hours.

91. Indeed, at all times material to this Complaint, Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio did not receive one and one-half times their regular rate for all hours they worked in excess of forty (40) in a workweek.

92. Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio are not exempt from the wage protections of Ohio Law. During relevant times, Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio were not exempt from receiving overtime because they were not paid at least \$684 per week on a salary basis. *See* 29 C.F.R. § 541.602.

93. In violating the Ohio Wage Act, Defendant's acts and omissions have been of a willful, intentional, and bad faith nature or otherwise in reckless disregard of the Ohio Wage Act.

94. Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio are entitled to unpaid overtime and other compensation, interest and attorneys' fees, and all other remedies available as compensation for Defendant's violations of the Ohio Wage Act, by which the Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio have suffered and continue to suffer damages.

COUNT IV
OHIO PROMPT PAY ACT- FAILURE TO PROMPTLY PAY WAGES

95. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

96. Named Plaintiff brings her OPPA claims individually and on behalf of all Employees Entitled to Notice who join this lawsuit.

97. At all times relevant to this Complaint, Defendant was Named Plaintiff's and the Employees' Entitled to Notice who join this lawsuit from Ohio "employer" and was required to comply with the Ohio Prompt Pay Act's provisions. *See* R.C. § 4113.15.

98. The OPPA provides that employers shall pay covered employees all wages, including overtime, on or before the first day of each month for wages earned during the first half

of the preceding month ending with the fifteenth day thereof, and, on or before the fifteenth day of each month, for wages earned during the preceding calendar month. *See* R.C. § 4113.15(A).

99. At all times material to this Complaint, Defendant has refused to pay Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio all owed overtime wages at one and one-half (1 ½) times their normal hourly rate and all wages at the statutorily mandate minimum wage rate, within thirty (30) days of performing the work. *See* R.C. § 4113.15(B).

100. Named Plaintiff's and the Employees' Entitled to Notice who join this lawsuit from Ohio wages remain unpaid for more than thirty (30) days beyond their regularly scheduled payday.

101. Defendant's violations of the OPPA have been of a willful, intentional, or bad faith nature or have otherwise exhibited a reckless disregard of the OPPA's provisions.

COUNT VI
VIOLATION OF O.R.C. § 2307.60 AND 29 U.S.C. § 216(a)

102. Named Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

103. Named Plaintiff brings her O.R.C. § 2307.60 claims individually and on behalf of all Employees Entitled to Notice who join this lawsuit

104. The Fair Labor Standards Act, 29 U.S.C. § 216(a), imposes criminal penalties for willful violations of the FLSA.

105. By its acts and omissions described herein, Defendant has willfully violated the FLSA, and Named Plaintiff and the Employees Entitled to Notice who join this lawsuit have been injured as a result.

106. O.R.C. § 2307.60 permits anyone injured in person or property by a criminal act to recover damages in a civil action, including exemplary and punitive damages.

107. As a result of Defendant's willful violations of the FLSA, Named Plaintiff and the Employees Entitled to Notice who join this lawsuit are entitled to compensatory and punitive damages pursuant to O.R.C. § 2307.60.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiff, on behalf of herself and the Putative Plaintiffs, pray that this Court enters the following relief:

- A. For an Order sending Court Supervised Notice to the FLSA Employees Entitled to Notice as defined herein and requiring Defendant to provide the names, addresses, e-mail addresses, telephone numbers, and social security numbers of all putative collective action members;
- B. In the event the Defendant seeks to have discovery on the issues of whether the FLSA Employees Entitled to Notice are similarly situated to the Named Plaintiff, that the Court issue an order tolling the FLSA statute of limitation for the FLSA Employees Entitled to Notice as of the filing of this Complaint.
- C. Designating Named Plaintiff as representative for the FLSA Employees Entitled to Notice and designating counsel of record as Class Counsel;
- D. Issuing proper notice to the FLSA Employees Entitled to Notice at Defendant's expense;
- E. Unpaid wages, including overtime wages and an equal amount as liquidated damages pursuant to the FLSA and the supporting regulations for the Named Plaintiff and the FLSA Employees Entitled to Notice;

- F. A declaratory judgment that the practice complained of herein is unlawful under the Ohio Wage Act and the OPPA;
- G. Awarding Named Plaintiff and the Employees Entitled to Notice who join this lawsuit from Ohio the sum of 6% of the total unpaid wages or \$200.00 for each instance of failure to pay wages owed within thirty days, whichever is greater, pursuant to the OPPA.
- H. Compensatory and punitive damages under O.R.C. § 2307.60.
- I. Awarding pre-judgment and post-judgment interest;
- J. Any other relief to which the Named Plaintiff and Employees Entitled to Notice may be entitled.

Dated: August 12, 2025

Respectfully submitted,

/s/ Robert E. DeRose

Robert E. DeRose (OH Bar No. 0055214)

Anna R. Caplan (OH Bar No. 0104562)

BARKAN MEIZLISH DEROSE COX, LLP

4200 Regent Street, Suite 210

Columbus, OH 43219

Phone: (614) 221-4221

Facsimile: (614) 744-2300

Email: bderose@barkanmeizlish.com

acaplan@barkanmeizlish.com

Attorneys for Plaintiff

JURY DEMAND

Plaintiff requests a trial by jury on all of their claims.

/s/ Robert E. DeRose

Robert E. DeRose