

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

CORBIN HOLBERT and BRET
GLIDEWELL, each individually and on
behalf of all others similarly situated,

v.

THE GIANT COMPANY LLC

Case No. _____
**CLASS/COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. §216(b)
and FED. R. CIV. P. 23**

**PLAINTIFFS' ORIGINAL CLASS AND COLLECTIVE ACTION
COMPLAINT**

SUMMARY

1. Like many other companies across the United States, The Giant Company's timekeeping and payroll systems were affected by the hack of Kronos in 2021.

2. That hack led to problems in timekeeping and payroll throughout The Giant Company's organization.

3. As a result, The Giant Company's workers who were not exempt from the overtime requirements under federal and state law, were not paid for all hours worked or were not paid their proper overtime premium after the onset of the Kronos hack.

4. Corbin Holbert and Bret Glidewell are each such The Giant Company workers.

5. The Giant Company could have easily implemented a system for recording hours and paying wages to non-exempt employees until issues related to the hack were resolved.

6. But it did not. Instead, The Giant Company used prior pay periods or reduced payroll estimates to avoid paying wages and proper overtime to these non-exempt hourly and salaried employees.

7. The Giant Company pushed the cost of the Kronos hack onto the most economically vulnerable people in its workforce.

8. The burden of the Kronos hack was made to fall on front-line workers—average Americans—who rely on the full and timely payment of their wages to make ends meet.

9. The Giant Company's failure to pay wages, including proper overtime, for all hours worked violates the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, the Pennsylvania Minimum Wage Act (PMWA), 43 Pa. Stat. Ann. § 333.101 *et seq.*, the Pennsylvania Wage Payment and Collection Law (WPCL), 43 Pa. Stat. Ann. § 260.1 *et seq.*, the Maryland Wage and Hour Law (MWHL), Md. Code Ann., Lab. & Empl. § 3-415, and the Maryland Wage Payment and Collection Law (MWPCCL), Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*

10. Holbert and Glidewell bring this lawsuit to recover these unpaid overtime wages and other damages owed by The Giant Company to him and the non-overtime-exempt workers like him, who were the ultimate victims of not just the Kronos hack, but also The Giant Company's decision to make its front line workers bear the economic burden for the hack.

11. This action seeks to recover the unpaid wages and other damages owed by The Giant Company to all these workers, along with the penalties, interest, and other remedies provided by federal, Pennsylvania, and Maryland law.

JURISDICTION & VENUE

12. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

13. The Court has supplemental jurisdiction over any state law subclasses pursuant to 28 U.S.C. § 1367.

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because The Giant Company is headquartered in this District.

PARTIES

15. **Plaintiff Corbin Holbert** is a natural person.

16. Holbert has been, at all relevant times, an employee of The Giant Company.

17. Holbert has worked for The Giant Company since May 2012.

18. Holbert's written consent is attached as Exhibit 1.

19. **Plaintiff Bret Glidewell** is a natural person.

20. Glidewell has been, at all relevant times, an employee of The Giant Company.

21. Glidewell has worked for The Giant Company since December 2021.

22. Glidewell's written consent is attached as Exhibit 2.

23. Holbert and Glidewell represent at least three groups of similarly situated The Giant Company workers.

24. Holbert and Glidewell represent a collective of similarly situated workers under the FLSA pursuant to 29 U.S.C. § 216(b). This "FLSA Collective" is defined as:

All current or former hourly and salaried employees of The Giant Company who were non-exempt under the FLSA and who worked for The Giant Company in the United States at any time since the onset of the Kronos ransomware attack, on or about December 11, 2021, to the present.

25. Holbert represents a class of similarly situated workers under Pennsylvania law pursuant to Federal Rule of Civil Procedure 23. This "Pennsylvania Class" is defined as:

All current or former hourly and salaried employees of The Giant Company who were not exempt from overtime pay and who worked for The Giant Company in Pennsylvania

at any time since the onset of the Kronos ransomware attack, on or about December 11, 2021, to the present.

26. Glidewell represents a class of similarly situated workers under Maryland law pursuant to Federal Rule of Civil Procedure 23. This “Maryland Class” is defined as:

All current or former hourly and salaried employees of The Giant Company who were not exempt from overtime pay and who worked for The Giant Company in Maryland at any time since the onset of the Kronos ransomware attack, on or about December 11, 2021, to the present.

27. Together, throughout this Complaint, the FLSA Collective members, Pennsylvania Class members, and Maryland Class members are referred to as the “Similarly Situated Workers.”

28. **Defendant The Giant Company LLC f/k/a Giant Food Stores (“The Giant Company”)** is a foreign limited liability company.

29. The Giant Company maintains its headquarters and principal place of business in this District.

30. The Giant Company may be served by service upon its registered agent, **Corporation Service Company, 2595 Interstate Dr., #103, Harrisburg, PA 17110**, or by any other method allowed by law.

COVERAGE UNDER THE FLSA

31. At all relevant times, The Giant Company was an employer of Holbert and Glidewell within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

32. At all relevant times, The Giant Company was an employer of the FLSA Collective Members within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

33. At all relevant times, The Giant Company has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

34. During at least the last three years, The Giant Company has had gross annual sales in excess of \$500,000.

35. During at least the last three years, The Giant Company was and is part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(s)(1).

36. The Giant Company employs many workers, including Holbert and Glidewell, who are engaged in commerce or in the production of goods for commerce and/or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person.

37. The goods and materials handled, sold, or otherwise worked on by Holbert, Glidewell, and other The Giant Company employees and that have been

moved in interstate commerce include, but are not limited to, food, household consumer items, scanners, and forklifts.

FACTS

38. The Giant Company is a Pennsylvania-based supermarket chain with stores in Pennsylvania, Maryland, Virginia, and West Virginia.

39. Many of The Giant Company's employees are paid by the non-overtime-exempt hourly and salaried workers.

40. Since at least 2021, The Giant Company has used timekeeping software and hardware operated and maintained by Kronos.

41. On or about December 11, 2021, Kronos was hacked with ransomware.

42. The Kronos hack interfered with its clients', including The Giant Company's, ability to use Kronos's software and hardware to track hours and pay employees.

43. Since the onset of the Kronos hack, The Giant Company has not kept accurate track of the hours that Holbert and Similarly Situated Workers have worked.

44. Instead, The Giant Company has used various methods to estimate the number of hours Holbert and Similarly Situated Workers work in each pay period.

45. For example, The Giant Company issued paychecks based on the workers' scheduled hours, or simply duplicated paychecks from pay periods prior to the Kronos hack.

46. This means that employees who were non-exempt and who worked overtime were in many cases paid less than the hours they worked in the workweek, including overtime hours.

47. Even if certain overtime hours were paid, the pay rate would be less than the full overtime premium.

48. Many employees were not even paid their non-overtime wages for hours worked before 40 in a workweek.

49. Holbert and Glidewell are such employees.

50. Instead of paying Holbert and Gilbert for the hours they actually worked (including overtime hours), The Giant Company simply paid based on estimates of time or pay, or based upon arbitrary calculations and considerations **other than** their actual hours worked and regular pay rates.

51. In some instances, Holbert and Gilbert were paid portions of overtime hours worked, but the overtime rate was not at the proper overtime premium of at least 1.5x the regular rate of pay, including required adjustments for shift differentials and non-discretionary bonuses.

52. In properly calculating and paying overtime to a non-exempt employee, the only metrics that are needed are: (1) the number of hours worked in a day or week, and (2) the employee's regular rate, taking into account shift differentials, non-discretionary bonuses, and other adjustments required by law.

53. The Giant Company knows it has to pay proper overtime premiums to non-exempt hourly and salaried employees.

54. The Giant Company knows this because, prior to the Kronos hack, it routinely paid these workers for all overtime hours at the proper overtime rates.

55. The Giant Company knows it has to pay the wages it agreed to pay its employees.

56. The Giant Company knows this because, prior to the Kronos hack, it routinely paid these workers for all hours worked at the rates it agreed to pay them.

57. The Giant Company could have instituted any number of methods to accurately track and timely pay its employees for all hours worked.

58. Instead of accurately tracking hours and paying employees' wages and overtime, The Giant Company decided to arbitrarily pay these employees, without regard to the wages and overtime they were owed.

59. It was feasible for The Giant Company to have its employees and managers report accurate hours so its employees could be paid for the work they did for the company.

60. But it chose not to do so.

61. In other words, The Giant Company pushed the effects of the Kronos hack onto the backs of its most economically vulnerable workers, making sure that it kept the money owed to those employees in its own pockets, rather than take steps to make sure its employees were paid on time and in full for the work they did.

62. Holbert and Glidewell are two of The Giant Company's employees who had to shoulder the burden of this decision by The Giant Company.

63. Holbert was and is a non-exempt hourly employee of The Giant Company.

64. Holbert regularly works over 40 hours per week for The Giant Company.

65. Holbert's normal, pre-Kronos hack hours are reflected in The Giant Company's records.

66. Holbert had contractual agreement with The Giant Company to pay him for all hours worked.

67. Holbert's contractual agreement with The Giant Company required him to be paid for all hours worked at an amount equal to his regular rate for hours up to 40 in a workweek, and at an overtime premium of no less than 1.5x his regular rate of pay for hours over 40 in a workweek.

68. Since the Kronos hack, The Giant Company has not paid Holbert and its other workers pursuant to its contractual agreement with them.

69. Since the Kronos hack, The Giant Company has not paid Holbert for his actual hours worked each week.

70. Glidewell was and is a non-exempt hourly employee of The Giant Company.

71. Glidewell regularly works over 40 hours per week for The Giant Company.

72. Since the Kronos hack, The Giant Company has not paid Glidewell for his actual hours worked each week.

73. Since the hack took place, The Giant Company has not been accurately recording the hours worked by Holbert, Glidewell, and its other workers.

74. Even though The Giant Company may have had Holbert and Glidewell record and submit their hours, The Giant Company has not issued proper payment for all hours worked.

75. Even when The Giant Company has issued payment to Holbert for any overtime, the overtime is not calculated based on Holbert's regular rates, as required by federal and Pennsylvania law.

76. Even when The Giant Company has issued payment to Glidewell for any overtime, the overtime is not calculated based on Glidewell's regular rates, as required by federal and Maryland law.

77. The Giant Company was aware of the overtime requirements of the FLSA.

78. The Giant Company nonetheless failed to pay the full overtime premium owed to certain non-exempt hourly and salaried employees, such as Holbert and Glidewell.

79. The Giant Company's failure to pay overtime to these non-exempt workers was, and is, a willful violation of the FLSA.

80. The full overtime wages owed to Holbert, Glidewell, and the Similarly Situated Workers became "unpaid" when the work for The Giant Company was done—that is, on Holbert, Glidewell, and the Similarly Situated Workers' regular paydays. *E.g.*, *Martin v. United States*, 117 Fed. Cl. 611, 618 (2014); *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993); *Cook v. United States*, 855 F.2d 848, 851 (Fed. Cir. 1988); *Olson v. Superior Pontiac–GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir.1985), *modified*, 776 F.2d 265 (11th Cir.1985); *Atlantic Co. v. Broughton*, 146 F.2d 480, 482 (5th Cir.1944); *Birbalas v. Cuneo Printing Indus.*, 140 F.2d 826, 828 (7th Cir.1944).

81. At the time The Giant Company failed to pay Holbert, Glidewell, and the Similarly Situated Workers in full for their overtime hours by their regular paydays, The Giant Company became liable for all prejudgment interest, liquidated damages, penalties, and any other damages owed under federal law.

82. In other words, there is no distinction between late payment and nonpayment of wages under the law. *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993).

83. Even if The Giant Company made any untimely payment of unpaid wages due and owing to Holbert, Glidewell, or the Similarly Situated Workers, any alleged payment was not supervised by the Department of Labor or any court.

84. The untimely payment of overtime wages, in itself, does not resolve a claim for unpaid wages under the law. *See, e.g., Seminiano v. Xyris Enterp., Inc.*, 602 Fed.Appx. 682, 683 (9th Cir. 2015); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-54 (11th Cir. 1982).

85. Nor does the untimely payment of wages, if any, compensate workers for the damages they incurred due to The Giant Company's acts and omissions resulting in the unpaid wages in the first place.

86. Holbert, Glidewell, and the Similarly Situated Workers remain uncompensated for the wages and other damages owed by The Giant Company under applicable law.

COLLECTIVE ACTION ALLEGATIONS

87. Holbert and Glidewell incorporate all other allegations.

88. Numerous individuals were victimized by The Giant Company's patterns, practices, and policies, which are in willful violation of the FLSA.

89. Based on their experiences and tenure with The Giant Company, Holbert and Glidewell are aware that The Giant Company's illegal practices were imposed on the FLSA Collective.

90. The FLSA Collective members were not paid their full overtime premiums for all overtime hours worked.

91. These employees are victims of The Giant Company's unlawful compensation practices and are similarly situated to Holbert and Glidewell in terms of the pay provisions and employment practices at issue in this lawsuit.

92. The workers in the FLSA Collective were similarly situated within the meaning of the FLSA.

93. Any differences in job duties do not detract from the fact that these FLSA non-exempt workers were entitled to overtime pay.

94. The Giant Company's failure to pay overtime compensation at the rates required by the FLSA result from generally applicable, systematic policies, and practices, which are not dependent on the personal circumstances of the FLSA Collective members.

95. The FLSA Collective should be notified of this action and given the chance to join pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS—PENNSYLVANIA LAW

96. Holbert and Glidewell incorporate all other allegations.

97. The illegal practices The Giant Company imposed on Holbert were likewise imposed on the Pennsylvania Class members.

98. Numerous other individuals who worked for The Giant Company were not properly compensated for all hours worked, as required by Pennsylvania law.

99. The Pennsylvania Class is so numerous that joinder of all members of the class is impracticable.

100. The Giant Company imposed uniform practices and policies on Holbert and the Pennsylvania Class members regardless of any individualized factors.

101. Based on his experience and tenure with The Giant Company, as well as coverage of the Kronos hack, Holbert is aware that The Giant Company's illegal practices were imposed on the Pennsylvania Class members.

102. Pennsylvania Class members were all not paid proper overtime when they worked in excess of 40 hours per week.

103. Pennsylvania Class members were all not paid their contractually agreed wages.

104. The Giant Company's failure to pay wages and overtime compensation in accordance with Pennsylvania law results from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Pennsylvania Class Members.

105. The Giant Company's failure to pay contractually agreed wages and overtime compensation results from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Pennsylvania Class Members.

106. Holbert's experiences are therefore typical of the experiences of the Pennsylvania Class members.

107. Holbert has no interest contrary to, or in conflict with, the members of the Pennsylvania Class. Like each member of the proposed class, Holbert has an interest in obtaining the unpaid wages and other damages owed under the law.

108. A class action, such as this one, is superior to other available means for fair and efficient adjudication of the lawsuit.

109. Absent this action, many Pennsylvania Class members likely will not obtain redress of their injuries and The Giant Company will reap the unjust benefits of violating Pennsylvania law.

110. Furthermore, even if some of the Pennsylvania Class members could afford individual litigation against The Giant Company, it would be unduly burdensome to the judicial system.

111. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

112. The questions of law and fact common to each of the Pennsylvania Class members predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether the Pennsylvania Class members were not paid overtime at 1.5 times their regular rate of pay for hours worked in excess of 40 in a workweek;
- b. Whether The Giant Company's failure to pay overtime at the rates required by law violated the PMWA;
- c. Whether The Giant Company failed to pay Pennsylvania Class members their contractually agreed wages; and
- d. Whether The Giant Company has any good faith defense to paying the contractually agreed wages.

113. Holbert's claims are typical of the Pennsylvania Class members. Holbert and the Pennsylvania Class members have all sustained damages arising out of The Giant Company's illegal and uniform employment policies.

114. Holbert knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class or collective action.

115. Although the issue of damages may be somewhat individual in character, there is no detraction from the common nucleus of liability facts. Therefore, this issue does not preclude class or collective action treatment.

CLASS ACTION ALLEGATIONS—MARYLAND LAW

116. Holbert and Glidewell incorporate all other allegations.

117. The illegal practices The Giant Company imposed on Glidewell were likewise imposed on the Maryland Class members.

118. Numerous other individuals who worked for The Giant Company were not properly compensated for all hours worked, as required by Maryland law.

119. The Maryland Class is so numerous that joinder of all members of the class is impracticable.

120. The Giant Company imposed uniform practices and policies on Glidewell and the Maryland Class members regardless of any individualized factors.

121. Based on his experience and tenure with The Giant Company, as well as coverage of the Kronos hack, Glidewell is aware that The Giant Company's illegal practices were imposed on the Maryland Class members.

122. Maryland Class members were all not paid proper overtime when they worked in excess of 40 hours per week.

123. The Giant Company's failure to pay wages and overtime compensation in accordance with Maryland law results from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Maryland Class members.

124. The Giant Company's failure to pay overtime compensation results from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Maryland Class Members.

125. Glidewell's experiences are therefore typical of the experiences of the Maryland Class members.

126. Glidewell has no interest contrary to, or in conflict with, the members of the Maryland Class. Like each member of the proposed class, Glidewell has an interest in obtaining the unpaid wages and other damages owed under the law.

127. A class action, such as this one, is superior to other available means for fair and efficient adjudication of the lawsuit.

128. Absent this action, many Maryland Class members likely will not obtain redress of their injuries and The Giant Company will reap the unjust benefits of violating Maryland law.

129. Furthermore, even if some of the Maryland Class members could afford individual litigation against The Giant Company, it would be unduly burdensome to the judicial system.

130. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

131. The questions of law and fact common to each of the Maryland Class members predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether the Maryland Class members were not paid overtime at 1.5 times their regular rate of pay for hours worked in excess of 40 in a workweek;
- b. Whether The Giant Company's failure to pay overtime at the rates required by law violated the MWHL;
- c. Whether The Giant Company failed to pay Maryland Class members within the time required by the MWPCCL; and
- d. Whether The Giant Company has any bona fide excuse for failing to pay wages owed to the Maryland Class.

132. Glidewell's claims are typical of the Maryland Class members. Glidewell and the Maryland Class members have all sustained damages arising out of The Giant Company's illegal and uniform employment policies.

133. Glidewell knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class or collective action.

134. Although the issue of damages may be somewhat individual in character, there is no detraction from the common nucleus of liability facts. Therefore, this issue does not preclude class or collective action treatment.

**FIRST CAUSE OF ACTION—VIOLATIONS OF THE FLSA
AS TO HOLBERT, GLIDEWELL, AND THE FLSA COLLECTIVE**

135. Holbert and Glidewell incorporate each other allegation.

136. By failing to pay Holbert, Glidewell, and the FLSA Collective members overtime at 1.5 times their regular rates, The Giant Company violated the FLSA. 29 U.S.C. § 207(a).

137. The Giant Company owes Holbert, Glidewell, and the FLSA Collective members overtime for all hours worked in excess of 40 in a workweek, at a rate of at least 1.5 times their regular rates of pay.

138. The Giant Company owes Holbert, Glidewell, and the FLSA Collective members the difference between the rate actually paid for overtime, if any, and the proper overtime rate.

139. The Giant Company knowingly, willfully, or in reckless disregard carried out this illegal pattern and practice of failing to pay Holbert, Glidewell, and the FLSA Collective members overtime compensation.

140. Because The Giant Company knew, or showed reckless disregard for whether, its pay practices violated the FLSA, The Giant Company owes these wages for at least the past three years.

141. The Giant Company's failure to pay overtime compensation to these FLSA Collective members was neither reasonable, nor was the decision not to pay overtime made in good faith.

142. Because The Giant Company's decision not to pay overtime was not made in good faith, The Giant Company also owes Holbert, Glidewell, and the FLSA Collective members an amount equal to the unpaid overtime wages as liquidated damages.

143. Accordingly, Holbert, Glidewell, and the FLSA Collective members are entitled to overtime wages under the FLSA in an amount equal to 1.5 times their regular rates of pay, plus liquidated damages, attorney's fees, and costs.

**SECOND CAUSE OF ACTION—VIOLATIONS OF THE PMWA
AS TO HOLBERT AND THE PENNSYLVANIA CLASS**

144. Holbert and Glidewell incorporate all other allegations.

145. The conduct alleged in this Complaint violates the PMWA.

146. The Giant Company was and is an "employer" within the meaning of the PMWA.

147. At all relevant times, The Giant Company employed Holbert and the other Pennsylvania Class members as “employees” within the meaning of the PMWA.

148. The PMWA requires an employer like The Giant Company to pay overtime to all non-exempt employees.

149. Holbert and the other Pennsylvania Class Members are non-exempt employees who are entitled to be paid overtime for all overtime hours worked.

150. Within the applicable limitations period, The Giant Company had a policy and practice of failing to pay proper overtime to the Pennsylvania Class Members for their hours worked in excess of 40 hours per week.

151. As a result of The Giant Company’s failure to pay proper overtime to Holbert and the Pennsylvania Class Members for work performed in excess of 40 hours in a workweek, The Giant Company violated the PMWA.

152. Holbert and the Pennsylvania Class Members are entitled to overtime wages under the PMWA in an amount equal to 1.5 times their rates of pay, liquidated damages, attorney’s fees, costs, penalties, and all other legal and equitable relief provided under the PMWA.

**THIRD CAUSE OF ACTION—VIOLATIONS OF THE WPCL
AS TO HOLBERT AND THE PENNSYLVANIA CLASS**

153. Holbert and Glidewell incorporate all other allegations.

154. The conduct alleged in this Complaint violates the WPCL.

155. The Giant Company was and is an “employer” within the meaning of the WPCL.

156. At all relevant times, The Giant Company employed Holbert and the other Pennsylvania Class Members as “employees” within the meaning of the WPCL.

157. The WPCL requires an employer like The Giant Company to pay wages to its employees on their regularly scheduled paydays.

158. Holbert and the Pennsylvania Class Members had oral or written contracts with The Giant Company.

159. Whether the contractual agreements of Holbert and the Pennsylvania Class Members were formal contracts, collective bargaining agreements, or oral, does not alter The Giant Company’s obligations under the WPCL.

160. Holbert and the Pennsylvania Class Members’ status as at-will employees or otherwise is irrelevant to whether they had an enforceable contract for wages with The Giant Company under the WPCL.

161. Holbert and the Pennsylvania Class Members had regularly scheduled paydays with The Giant Company.

162. The Giant Company failed to pay Holbert and the Pennsylvania Class Members their contractually agreed wages on their regularly scheduled payday.

163. The Giant Company had no good faith basis for its failure to pay contractually agreed wages to Holbert and the Pennsylvania Class Members.

164. As a result of The Giant Company's failure to pay agreed wages to Holbert and the Pennsylvania Class Members on their regularly scheduled paydays, Holbert and the Pennsylvania Class Members are entitled to recover unpaid wages and fringe benefits. WPCL, 43 Pa. Stat. Ann. § 260.10.

165. Because The Giant Company failed to pay wages to Holbert and the Pennsylvania Class Members without any good faith basis, Holbert and the Pennsylvania Class Members are entitled to recover liquidated damages as provided for by the WPCL. WPCL, 43 Pa. Stat. Ann. § 260.10.

166. Holbert and the Pennsylvania Class Members are also entitled to attorney's fees, costs, penalties, and all other legal and equitable relief provided under the WPCL. WPCL, 43 Pa. Stat. Ann. § 260.10.

**FOURTH CAUSE OF ACTION—VIOLATIONS OF THE MWHL
AS TO GLIDEWELL AND THE MARYLAND CLASS**

167. Holbert and Glidewell incorporate all other allegations.

168. The conduct alleged in this Complaint as to Glidewell and the Maryland Class violates the MWHL, Md. Code Ann. Lab. & Empl. § 3-415 *et seq.*

169. The Giant Company was and is an "employer" within the meaning of the MWHL.

170. At all relevant times, The Giant Company employed Holbert and the other Maryland Class members as “employees” within the meaning of the MWHL.

171. The MWHL requires an employer like The Giant Company to pay overtime to all non-exempt employees.

172. Glidewell and the other Maryland Class Members are non-exempt employees who are entitled to be paid overtime for all overtime hours worked.

173. Within the applicable limitations period, The Giant Company had a policy and practice of failing to pay proper overtime to the Maryland Class members for their hours worked in excess of 40 hours per week.

174. As a result of The Giant Company’s failure to pay proper overtime to Holbert and the Maryland Class members for work performed in excess of 40 hours in a workweek, The Giant Company violated the MWHL.

175. Glidewell and the Maryland Class Members are entitled to overtime wages under the MWHL in an amount equal to 1.5 times their rates of pay, liquidated damages, attorney’s fees, costs, penalties, and all other legal and equitable relief provided under the MWHL.

**FIFTH CAUSE OF ACTION—VIOLATIONS OF THE MWPCCL
AS TO GLIDEWELL AND THE MARYLAND CLASS**

176. Holbert and Glidewell incorporate all other allegations.

177. The conduct alleged in this Complaint as to Glidewell and the Maryland Class violates the MWPCCL, Md. Code Ann. Lab. & Empl. § 3-502 *et seq.*

178. The Giant Company was and is an “employer” within the meaning of the MWPCCL.

179. At all relevant times, The Giant Company employed Glidewell and the other Maryland Class members as “employees” within the meaning of the MWPCCL.

180. The MWPCCL requires an employer like The Giant Company to set regular paydays and issue payment of wages to its non-exempt employees at least once every two weeks or twice per month.

181. The Giant Company failed to pay earned wages to Glidewell and the Maryland Class members within the time required under the MWPCCL.

182. The Giant Company had a policy and practice of failing make timely payments to the Glidewell and the Maryland Class members.

183. The Giant Company did not have written authorization from Glidewell or the Maryland Class members to withhold, divert, or deduct any of their outstanding wages.

184. The Giant Company did not have a bona fide excuse for failing to pay Glidewell and the Maryland Class members within the time required by the MWPCCL.

185. As a result of The Giant Company's failure to pay earned wages to Glidewell and the Maryland Class members within the time required by the MWPCCL, The Giant Company violated the MWPCCL.

186. Glidewell and the Maryland Class members are entitled to recover their unpaid wages, liquidated damages in an amount equal to 2x the unpaid wages, attorneys' fees, costs, and all other legal and equitable relief provided under the WPCL.

RELIEF SOUGHT

Holbert and Glidewell pray for judgment against The Giant Company as follows:

- a. For an order certifying a collective action for the FLSA claims;
- b. For an order certifying a class action for the Pennsylvania law claims;
- c. For an order certifying a class action for the Maryland law claims;
- d. For an order finding The Giant Company liable for violations of federal wage laws with respect to Holbert, Glidewell, and all FLSA Collective members covered by this case;
- e. For an order finding The Giant Company liable for violations of Pennsylvania wage laws with respect to Holbert and all Pennsylvania Class members covered by this case;

- f. For an order finding The Giant Company liable for violations of Maryland wage laws with respect to Glidewell and all Maryland Class members covered by this case;
- g. For a judgment awarding all unpaid wages, liquidated damages, and penalty damages, to Holbert, Glidewell, and all FLSA Collective members covered by this case;
- h. For a judgment awarding all unpaid wages, fringe benefits, liquidated damages, and penalties, to Holbert and all Pennsylvania Class members covered by this case;
- i. For a judgment awarding all unpaid wages, liquidated damages, and penalties, to Glidewell and all Maryland Class members covered by this case;
- j. For an equitable accounting and restitution of wages due to Holbert, Glidewell, and all FLSA Collective, Pennsylvania, and Maryland Class members covered by this case;
- k. For a judgment awarding costs of this action to Holbert, Glidewell, and all FLSA Collective, Pennsylvania, and Maryland Class members covered by this case;
- l. For a judgment awarding attorneys' fees to Holbert, Glidewell, and all FLSA Collective, Pennsylvania, and Maryland Class members covered by this case;
- m. For a judgment awarding pre- and post-judgment interest at the highest rates allowed by law to Holbert, Glidewell, and all FLSA Collective, Pennsylvania, and Maryland Class members covered by this case; and
- n. For all such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: /s/ Angeli Murthy_____

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Corbin Holbert et al.
(b) County of Residence of First Listed Plaintiff Duval, FL
(c) Attorneys (Firm Name, Address, and Telephone Number)
Angeli Murthy, Esq., Morgan & Morgan, P.A., 8151 Peters Rd., Ste. 4000, Plantation, FL 33324, 954-327-5369

DEFENDANTS
The Giant Company, LLC
County of Residence of First Listed Defendant Cumberland
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 USC s 201, et seq.
Brief description of cause:
recovery of unpaid wages and related damages

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE DOCKET NUMBER

DATE 04/04/2022
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

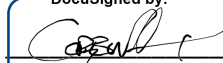
- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

EXHIBIT 1

CONSENT TO JOIN WAGE CLAIM

Print Name: Corbin Holbert

1. I consent to join the collective action lawsuit filed against **The Giant Company** and any affiliated persons or entities to pursue my claims of unpaid overtime and related damages during the time that I worked with them.
2. I understand that these claims are brought under the Fair Labor Standards Act and applicable federal and state law.
3. I consent to be bound by the Court's decisions.
4. I designate the representative plaintiff named in the lawsuit and/or appointed by the Court as my agent to make decisions on my behalf regarding the lawsuit, including entering into settlement agreements, agreements with counsel, and all other matters related to the lawsuit.
5. I designate the law firm PARMET PC as my attorneys to prosecute my wage claims.
6. I understand and agree that my attorneys, the representative plaintiff, or the Court may in the future appoint other individuals to be representative plaintiff. I consent to the appointment and agree to be bound by the decisions made by the representative plaintiff regarding this matter. I understand that I may be selected or appointed to serve as a representative plaintiff.
7. If needed, I authorize this consent to be used to re-file my claim in a separate lawsuit or arbitration.

DocuSigned by:

 Signature

3/18/2022
 Date

□

□ □

□ □ □ □ □ □

□ □ □


Ex. 1

EXHIBIT 2

CONSENT TO JOIN WAGE CLAIM

Print Name: Bret Glidewell

1. I consent to join the collective action lawsuit filed against **The Giant Company** and any affiliated persons or entities to pursue my claims of unpaid overtime and related damages during the time that I worked with them.
2. I understand that these claims are brought under the Fair Labor Standards Act and applicable federal and state law.
3. I consent to be bound by the Court's decisions.
4. I designate the representative plaintiff named in the lawsuit and/or appointed by the Court as my agent to make decisions on my behalf regarding the lawsuit, including entering into settlement agreements, agreements with counsel, and all other matters related to the lawsuit.
5. I designate the law firm PARMET PC as my attorneys to prosecute my wage claims.
6. I understand and agree that my attorneys, the representative plaintiff, or the Court may in the future appoint other individuals to be representative plaintiff. I consent to the appointment and agree to be bound by the decisions made by the representative plaintiff regarding this matter. I understand that I may be selected or appointed to serve as a representative plaintiff.
7. If needed, I authorize this consent to be used to re-file my claim in a separate lawsuit or arbitration.

DocuSigned by:

 Signature

4/2/2022
 Date

□

□

□

□

Ex. 2

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Giant Failed to Accurately Pay Workers Following Kronos Data Breach, Lawsuit Alleges](#)
