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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF ARIZONA**

10 **Norma Lopez, individually and on**
11 **behalf of all others similarly situated,**

12 Plaintiff,

13 vs.

14 **Centene Corporation,**

15 Defendant.

Case No. _____
FLSA Collective Action
FED. R. CIV. P. 23 Class Action

**Plaintiff’s Original Class and
Collective Action Complaint for
Damages**

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17 **SUMMARY**

18 1. Like many other companies across the United States, Centene’s
19 timekeeping and payroll systems were affected by the hack of Kronos in 2021.

20 2. That hack led to problems in timekeeping and payroll throughout
21 Centene’s organization.

22 3. In particular, hourly and non-FLSA-exempt workers, like Norma Lopez,
23 were not paid for all overtime hours worked after the onset of the Kronos hack.

24 4. Centene could have easily implemented a system for recording and
25 paying overtime hours to hourly and non-exempt employees until issues related to the
26 hack were resolved.
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1 5. But it didn't. Instead, Centene used prior pay periods or reduced payroll
2 estimates to avoid paying overtime to these hourly and non-exempt employees.

3 6. Centene pushed the cost of the Kronos hack onto the most economically
4 vulnerable people in its workforce.

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

8 8. Meanwhile, Centene's salaried, FLSA-exempt managers and executives
9 continued to take home their full paychecks.

10 9. Centene's failure to pay overtime wages for all overtime hours worked
11 violates the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* and applicable
12 state law.

13 10. Lopez brings this lawsuit to recover these unpaid overtime wages and
14 other damages owed by Centene to her and the hourly and non-exempt workers like
15 her, who were the ultimate victims of not just the Kronos hack, but Centene's decision
16 to make its hourly and non-exempt workers bear the economic burden for the hack.

17 11. It's not the first time Centene has refused to pay its hourly or non-exempt
18 workers what they're owed.

19 12. For example, Lopez, and other Centene workers at the Lopez prison
20 complex in Arizona weren't paid for all hours they worked each day, even when they
21 worked over 40 in a workweek.

22 13. The US Department of Labor even conducted an investigation, found
23 that Centene owed overtime to Lopez and other employees, and requested it issue
24 backpay to Lopez and affected employees.

25 14. It never did.

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1 15. This action seeks to recover the unpaid overtime wages and other
2 damages owed by Centene to all these workers, along with the penalties, interest, and
3 other remedies provided by federal and state law.

4 **JURISDICTION & VENUE**

5 16. This Court has original subject matter jurisdiction pursuant to 28 U.S.C.
6 § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. §
7 216(b).

8 17. The Court has supplemental jurisdiction over any state law sub-classes
9 pursuant to 28 U.S.C. § 1367.

10 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because
11 Centene resides in this District.

12 19. Lopez worked for Centene in this District.

13 20. Therefore, venue is also proper in this Court pursuant to 28 U.S.C. §
14 1391(b) because a substantial part of the events or omissions giving rise to the claim
15 occurred in this District.

16 **PARTIES**

17 21. **Plaintiff Norma Lopez** was, at all relevant times, an employee of
18 Centene.

19 22. Lopez has worked for Centene since June 2013.

20 23. Lopez’s written consent is attached as Exhibit A.

21 24. Lopez represents at least two groups of similarly situated Centene
22 workers.

23 25. Lopez represents a collective of similarly situated workers under the
24 FLSA pursuant to 29 U.S.C. § 216(b). This “FLSA Collective” is defined as:

25 **All current or former employees of Centene who were paid by**
26 **the hour or who were non-exempt under the FLSA and who**

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1 **worked for Centene in the United States at any time since the**
2 **onset of the Kronos ransomware attack in 2021 to the present.**

3 26. Lopez represents a class of similarly situated hourly employees under
4 Arizona law pursuant to Federal Rule of Civil Procedure 23. This “Arizona Class” is
5 defined as:

6 **All current or former employees of Centene who were paid by**
7 **the hour or who were non-exempt under the FLSA and who**
8 **worked for Centene in Arizona at any time since the onset of**
9 **the Kronos ransomware attack in 2021 to the present.**

10 27. Together, throughout this Complaint, the FLSA Collective members and
11 Arizona Class Members are referred to as the “Similarly Situated Workers.”

12 28. **Defendant Centene Corporation d/b/a Centurion Health f/k/a**
13 **MHM Services, Inc. (“Centene”)** is an foreign corporation.

14 29. Centene conducts business in a systematic and continuous manner
15 throughout Arizona and this District.

16 30. Centene may be served by service upon its registered agent, **CT**
17 **Corporation System, 3800 N. Central Ave., Ste. 460, Phoenix, AZ 85012**, or by any
18 other method allowed by law.

19 **COVERAGE UNDER THE FLSA**

20 31. At all relevant times, Centene was an employer of Lopez within the
21 meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

22 32. At all relevant times, Centene was and is an employer of the National
23 and FLSA Collective Members within the meaning of Section 3(d) of the FLSA, 29
24 U.S.C. § 203(d).

25 33. Centene was and is part of an enterprise within the meaning of Section
26 3(r) of the FLSA, 29 U.S.C. § 203(r).

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1 34. During at least the last three years, Centene has had gross annual sales in
2 excess of \$500,000.

3 35. Centene was and is part of an enterprise engaged in commerce or in the
4 production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §
5 203(s)(1).

6 36. Centene employs many workers, including Lopez, who are engaged in
7 commerce or in the production of goods for commerce and/or who handle, sell, or
8 otherwise work on goods or materials that have been moved in or produced for
9 commerce by any person.

10 37. The goods and materials handled, sold, or otherwise worked on by
11 Lopez, and other Centene employees and that have been moved in interstate
12 commerce include, but are not limited to, computers, peripherals, and electronic
13 equipment.

14 **FACTS**

15 38. Centene is a managed care and health care corporation that operates and
16 serves both government sponsored and privately insured health care programs.
17 Fortune, Centene, <https://fortune.com/company/centene/> (last accessed Mar. 2, 2022).

18 39. Centene was ranked No. 24 on Forbes' Fortune 100 list for 2021.

19 40. Centene employs around 72,500 people. Centene, Who We Are,
20 <https://www.centene.com/who-we-are.html> (last accessed Mar. 2, 2022).

21 41. Many of Centene's 72,500 employees are paid by the hour or are non-
22 exempt salaried workers.

23 42. Since at least 2021, Centene has used timekeeping software and hardware
24 operated and maintained by Kronos.

25 43. In 2021, Kronos was hacked with ransomware .

26 44. The Kronos interfered with its clients, including Centene's, ability to use
27 Kronos's software and hardware to track hours and pay employees.

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1 45. Since the onset of the Kronos hack, Centene has not kept accurate track
2 of the hours that Lopez and other similarly situated employees have worked.

3 46. Instead, Centene has estimated the number of hours Lopez and other
4 similarly situated employees have worked in each pay period.

5 47. Even worse, Centene has issued paychecks based on their scheduled
6 hours, or has simply duplicated paychecks from pay periods prior to the Kronos hack.

7 48. This means that employees who were either hourly or non-exempt, and
8 who worked overtime, were in many cases paid less than the hours they worked in the
9 workweek, including overtime hours.

10 49. Lopez is one such employee.

11 50. Instead of paying Zeigler for the hours she actually worked (including
12 overtime hours), Centene simply paid based on the lower, pre-Kronos number of hours
13 she happened to work.

14 51. Centene knows it has to pay overtime to hourly and non-exempt
15 employees.

16 52. Centene knows this because, prior to the Kronos hack, it routinely paid
17 these workers overtime.

18 53. Centene could have instituted any number of methods to accurately track
19 and timely pay its employees for all hours worked.

20 54. Instead of accurately tracking hours and paying employees their
21 overtime, Centene decided to arbitrarily pay these employees, without regard to the
22 overtime they were owed.

23 55. It was feasible for Centene to have its employees and managers report
24 accurate hours so they could be paid for the work they did for the company.

25 56. But it didn't do that.

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

3 58. Lopez is one such employee.

4 59. Lopez was and is an hourly employee of Centene.

5 60. Lopez regularly works over 40 hours per week for Centene.

6 61. Lopez's normal, pre-Kronos hack hours are reflected in Centene's
7 records.

8 62. After the Kronos hack, however, Centene paid Lopez only at the same
9 number of hours as her last paycheck prior to the hack rather than her actual hours
10 worked each week, even though Lopez was working more than those hours each week
11 after the hack.

12 63. Since the hack took place, Centene has not been accurately recording the
13 hours worked by Lopez and its other workers.

14 64. Centene was aware of the overtime requirements of the FLSA.

15 65. Centene nonetheless failed to pay certain hourly and non-exempt
16 employees, such as Lopez, overtime.

17 66. Centene's failure to pay overtime to these hourly and non-exempt
18 workers was, and is, a willful violation of the FLSA.

19 67. Centene has long known about the FLSA's requirements.

20 68. Centene has also violated the FLSA before.

21 69. Lopez, for example, was one of many Centene employees who were not
22 paid for all hours worked at the Arizona State Prison – Lopez.

23 70. Lopez and other Centene hourly workers at the Arizona State Prison –
24 Lopez were able to clock in only after going through at least 30-45 minutes of security
25 screening and other preliminary check-in procedures each day.

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1 83. Centene's failure to pay overtime compensation at the rates required by
2 the FLSA result from generally applicable, systematic policies, and practices, which
3 are not dependent on the personal circumstances of the FLSA Collective members.

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

6 **CLASS ACTION ALLEGATIONS**

7 85. Lopez incorporates all other allegations.

8 86. The illegal practices Centene imposed on Lopez were likewise imposed
9 on the Arizona Class Members.

10 87. Numerous other individuals who worked for Centene were were not
11 properly compensated for all hours worked, as required by Arizona law.

12 88. The Arizona Class is so numerous that joinder of all members of the class
13 is impracticable.

14 89. Centene imposed uniform practices and policies on Lopez and the
15 Arizona Class members regardless of any individualized factors.

16 90. Based on her experience and tenure with Centene, as well as coverage of
17 the Kronos hack, Lopez is aware that Centene's illegal practices were imposed on the
18 Arizona Class members.

19 91. Arizona Class members were all not paid proper overtime when they
20 worked in excess of 40 hours per week.

21 92. Centene's failure to pay wages and overtime compensation in accordance
22 with Arizona law results from generally applicable, systematic policies, and practices
23 which are not dependent on the personal circumstances of the Arizona Class
24 Members.

25 93. Lopez's experiences are therefore typical of the experiences of the
26 Arizona Class members.

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1 94. Lopez has no interest contrary to, or in conflict with, the members of the
2 Arizona Class. Like each member of the proposed class, Lopez has an interest in
3 obtaining the unpaid overtime wages and other damages owed under the law.

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

6 96. Absent this action, many Arizona Class members likely will not obtain
7 redress of their injuries and Centene will reap the unjust benefits of violating Arizona
8 law.

9 97. Furthermore, even if some of the Arizona Class members could afford
10 individual litigation against Centene, it would be unduly burdensome to the judicial
11 system.

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

15 99. The questions of law and fact common to each of the Arizona Class
16 members predominate over any questions affecting solely the individual members.
17 Among the common questions of law and fact are:

- 18 a. Whether the Arizona Overtime Class Members were not paid
19 overtime at 1.5 times their regular rate of pay for hours worked in
20 excess of 40 in a workweek;
- 21 b. Whether Centene's failure to pay overtime at the rates required by
22 law violated the Arizona Wage Act;
- 23 c. Whether Centene knowingly benefitted at the expense of the
24 Arizona Class members; and
- 25 d. Whether allowing Centene to retain the benefit it obtained at the
26 expense of the Arizona Class members would be unjust.
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1 100. Lopez’s claims are typical of the Arizona Class members. Lopez and the
2 Arizona Class members have all sustained damages arising out of Centene’s illegal and
3 uniform employment policies.

4 101. Lopez knows of no difficulty that will be encountered in the management
5 of this litigation that would preclude its ability to go forward as a class or collective
6 action.

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

10 **FIRST CAUSE OF ACTION—VIOLATIONS OF THE FLSA**

11 103. Lopez incorporates each other allegation.

12 104. Centene has violated, and is violating, section 7 of the FLSA, 29 U.S.C.
13 § 207, by compensating employees on an hourly basis in an enterprise engaged in
14 commerce or in the production of goods for commerce within the meaning of the
15 FLSA for workweeks longer than 40 hours without compensating the FLSA Collective
16 members for their employment in excess of 40 hours per week at rates no less than 1.5
17 times the regular rates for which they were employed.

18 105. Centene knowingly, willfully, or in reckless disregard carried out this
19 illegal pattern and practice of failing to pay the FLSA Collective members overtime
20 compensation.

21 106. Centene’s failure to pay overtime compensation to these FLSA Collective
22 members was neither reasonable, nor was the decision not to pay overtime made in
23 good faith.

24 107. Accordingly, Lopez and the FLSA Collective members are entitled to
25 overtime wages under the FLSA in an amount equal to 1.5 times their rate of pay, plus
26 liquidated damages, attorney’s fees, and costs.

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1 **SECOND CAUSE OF ACTION—VIOLATIONS OF THE ARIZONA WAGE ACT**

2 108. Lopez incorporates all other allegations.

3 109. The conduct alleged in this Complaint violates the Arizona Wage Act,
4 ARS 23-350, et seq.

5 110. Centene was and is an “employer” within the meaning of the Arizona
6 Wage Act. ARS § 23-350(3).

7 111. At all relevant times, Centene employed Lopez and each other Arizona
8 Overtime member as “employees” within the meaning of the Arizona Wage Act. ARS
9 § 23-350(2).

10 112. Lopez and the other Arizona Overtime Class members were required by
11 law to be paid overtime wages for all overtime hours worked.

12 113. Lopez and the other Arizona Overtime Class members had a reasonable
13 expectation Centene would pay them wages as required by the FLSA.

14 114. Lopez and the other Arizona Overtime Class members had a reasonable
15 expectation Centene would pay them wages as required by federal law.

16 115. Lopez and the other Arizona Overtime Class members had a reasonable
17 expectation Centene would pay them wages as required by Arizona law.

18 116. Lopez and the other Arizona Overtime Class members had a reasonable
19 expectation Centene would pay them at a rate at least 1.5 times their regular rate of
20 pay for hours worked in excess of 40 in a workweek.

21 117. Within the applicable limitations period, Centene had a policy and
22 practice of failing to pay proper overtime to the Arizona Overtime Class members for
23 their hours worked in excess of 40 hours per week.

24 118. The wages and overtime owed to Lopez and each other Arizona
25 Overtime member were due to be paid not later than 16 days after the end of the of
26 the most recent pay period. ARS § 23-351(C)(3).

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1 119. The wages and overtime owed to each Arizona Overtime member who
2 left the employment of Centene were due to be paid not later seven days after
3 termination, or at the end of the next regular pay period. ARS § 23-353(A)-(B).

4 120. The Arizona Wage Act prohibits an employer from withholding or
5 diverting any portion of an employee’s wages unless they are required or empowered
6 to do so by state or federal law, or the employee has authorized the withholding in
7 writing. ARS § 23-352.

8 121. Centene was not required under Arizona or federal law to withhold the
9 wages and overtime pay due to Lopez and the Arizona Overtime Class members.

10 122. Centene was not empowered under Arizona or federal law to withhold
11 the wages and overtime pay due to Lopez and the Arizona Overtime Class members.

12 123. Neither Lopez nor the Arizona Overtime Class members authorized
13 Centene to withhold the wages and overtime pay due to them.

14 124. Centene has not paid these overtime wages to Lopez and each other
15 Arizona Overtime member.

16 125. As a result of Centene’s failure to pay proper overtime to Lopez and the
17 Arizona Overtime Class members for work performed in excess of 40 hours in a
18 workweek, Centene violated the Arizona Wage Act.

19 126. Lopez and the Arizona Overtime Class members are entitled to overtime
20 wages under Arizona law in an amount equal to three times their unpaid wages, plus
21 attorney’s fees and costs. ARS § 23-355(A).

22 **THIRD CAUSE OF ACTION—UNJUST ENRICHMENT**

23 127. Lopez incorporates all other allegations.

24 128. Centene’s acts and omissions in denying proper overtime pay to Lopez
25 and the Arizona Class members was done knowingly, willfully, or with reckless
26 disregard to the rights of Lopez and the Arizona Class members.

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1 129. As a result of its unlawful acts and omissions, Centene received
2 substantial benefit in the form of financial compensation that rightfully belonged to
3 Lopez and the Arizona Class Members.

4 130. It would be unjust to allow Centene to retain these benefits, which were
5 gained through unlawful means, including but not limited to, failing to pay Lopez and
6 the Arizona Class members the wages and overtime they were entitled to under
7 Arizona law.

8 131. Centene has been unjustly enriched by its unlawful acts and omissions.

9 **DAMAGES**

10 132. Centene's acts and omissions, individually and collectively, caused Lopez
11 and the Similarly Situated Workers to sustain legal damages.

12 133. Lopez and the FLSA Collective members are entitled to overtime wages
13 in an amount equal to 1.5 times their regular rates of pay, plus liquidated damages,
14 attorney's fees, and costs. 29 U.S.C. § 216(b).

15 134. Lopez and the Arizona Overtime Class members are entitled to overtime
16 wages under the Arizona Wage Act in an amount equal to three times their unpaid
17 wages, plus attorney's fees and costs. ARS § 23-355(A).

18 135. Lopez and the Arizona Class members are entitled to recover for
19 Centene's unjust enrichment, including restitution and penalties.

20 136. Lopez and the Similarly Situated Workers are entitled to recover
21 attorneys' fees and costs of court.

22 137. Lopez and the FLSA Collective members are entitled to recover
23 liquidated damages under the FLSA.

24 138. Lopez and the Arizona Overtime Class members are entitled to treble
25 damages under the Arizona Wage Act.

26 139. Lopez and the Similarly Situated Workers are entitled to pre- and post-
27 judgment interest at the maximum legal rates.

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1 140. A constructive trust should be imposed on Centene, and the Court should
2 sequester any benefits or money wrongfully received by Centene at the expense of
3 Lopez and the Arizona Class members.

4 **RELIEF SOUGHT**

5 Lopez prays for judgment against Centene as follows:

- 6 a. For an order certifying a collective action for the FLSA claims;
7 b. For an order certifying a class action for the Arizona law claims;
8 c. For an order finding Centene liable for violations of state and
9 federal wage laws with respect to Lopez and all FLSA Collective
10 and Arizona Class members covered by this case;
11 d. For a judgment awarding all unpaid wages, liquidated damages,
12 and penalty damages, to Lopez and all FLSA Collective members
13 covered by this case;
14 e. For a judgment awarding all unpaid wages, treble damages,
15 penalty damages, and punitive damages, to Lopez and all Arizona
16 Class members covered by this case;
17 f. For an order finding Centene was unjustly enriched by its
18 violations of Arizona law with respect to Lopez and all Arizona
19 Class members covered by this case;
20 g. For an order imposing a constructive trust on Centene and
21 sequestering the benefits and monies that it wrongfully obtained at
22 the expense of Lopez and the Arizona Class members;
23 h. For an order awarding restitution, penalties, and exemplary
24 damages to Lopez and all Arizona Class members covered by this
25 case;
26 i. For a judgment awarding costs of this action to Lopez all FLSA
27 Collective and Arizona Class members covered by this case;
28 j. For a judgment awarding attorneys' fees to Lopez and all FLSA
Collective and Arizona Class members covered by this case;

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- k. For a judgment awarding pre- and post-judgment interest at the highest rates allowed by law to Lopez and all FLSA Collective and Arizona Class members covered by this case; and
- 1. For all such other and further relief as may be necessary and appropriate.

Date: Mar. 2, 2022

Respectfully submitted,

/s/ Matthew S. Parmet

By: _____

Matthew S. Parmet

PARMET PC

Attorneys for Plaintiff

PARMET PC

CONSENT TO JOIN WAGE CLAIM

Print Name: Norma Lopez

1. I consent to join the collective action lawsuit filed against **MHM Health Professional, Inc d/b/a Centurion Professionals** 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:

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 Signature

2/21/2022
 Date

□ □

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□ □

Ex. A

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Norma Lopez

Defendant(s): Centene Corporation

County of Residence: Maricopa

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Matthew S. Parmet
Parmet PC
3 Riverway, Ste. 1910
Houston, Texas 77056
713-999-5228**

II. Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: - N/A

Defendant: - N/A

IV. Origin : 1. Original Proceeding

V. Nature of Suit: 710 Fair Labor Standards Act

VI. Cause of Action: 29 USC s 201, et seq. -- recover unpaid wages and related damages

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand:

Jury Demand: **No**

VIII. This case is not related to another case.

Signature: /s/ Matthew S. Parmet

Date: 3/2/2022

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Centene Failed to Properly Pay Employees After Kronos Data Breach, Lawsuit Claims](#)
