

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**EBONY ROGERS and WILLONA JEAN-PIERRE, individually and on behalf of all persons similarly situated,**

**Plaintiffs,**

**v.**

**PRIORITY MANAGEMENT GROUP, LLC, and PMG OPCO-ROYSE CITY LLC d/b/a ROYSE CITY MEDICAL LODGE**

**Defendants.**

**CIVIL ACTION NO.: 3:26-cv-1980**

**JURY TRIAL DEMANDED**

**COLLECTIVE ACTION PURSUANT TO 29 U.S.C. § 216(b)**

**COLLECTIVE ACTION COMPLAINT**

Plaintiffs Ebony Rogers and Willona Jean-Pierre (together, “Plaintiffs”), through their undersigned counsel, individually and on behalf of all persons similarly situated, file this Collective Action Complaint against Defendants Priority Management Group, LLC (“Priority Management”) and PMG OPCO-Royse City LLC d/b/a Royse City Medical Lodge (“Royse City Medical”) (together, “Defendants”), seeking all available relief under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”). The following allegations are based on personal knowledge as to Plaintiffs’ own conduct and are made on information and belief as to the acts of others.

**INTRODUCTION**

1. Defendant Priority Management Group, LLC operates and manages fifty-one (51) facilities, including Defendant Royse City Medical Lodge, across Texas and Louisiana.
2. This case is about Defendants’ willful failure to pay Plaintiffs and all similarly

situated non-exempt, hourly employees all wages due, including overtime wages, under the FLSA.

3. Defendants' failure to pay Plaintiffs and all similarly situated employees stem from two unlawful practices and policies.

4. First, Defendants implemented a practice of excluding all forms of non-discretionary remuneration from their employees' regular rate for purposes of calculating the overtime rate owed to the employees.

5. Second, Defendants implemented an unlawful policy of automatically deducting meal periods without regard to whether Plaintiffs and similarly situated employees were able to take a *bone fide* meal period.

#### **JURISDICTION AND VENUE**

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

7. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Defendant Priority Management Group, LLC, is headquartered and conducts business in this District. Defendant PMG OPCO – Royse City, LLC, is located in and conducts business in this District. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this District.

#### **PARTIES**

8. Plaintiff Ebony Rogers ("Plaintiff Rogers") is a resident of Edgewood, Texas. Plaintiff Rogers is currently employed at Royse City Medical Lodge, in Royse City, Texas as an Assistant Director of Nursing ("ADON"). Plaintiff Rogers has been employed as an Assistant Director of Nursing at Royse City Medical lodge since 2019. She was previously employed at Broadmoor Medical Lodge in Rockwell, Texas, as a wound care nurse, but was transferred by Defendant Priority Management Group, LLC to Royse City Medical Lodge in 2019 to begin working in her current position as an ADON. Pursuant to 29 U.S.C. § 216(b), Plaintiff Rogers has

consented in writing to be a Plaintiff in this action. *See* Exhibit A.

9. Plaintiff Willona Jean-Pierre (“Plaintiff Jean-Pierre”) is a Resident of Josephine, Texas. Plaintiff Jean-Pierre is currently employed at the Royse City Medical Lodge facility in Royse City, Texas, and has been employed there since 2011. Plaintiff Jean-Pierre was initially employed as a charge nurse and became an MDS Coordinator in 2017. Pursuant to 29 U.S.C. § 216(b), Plaintiff Jean-Pierre has consented in writing to be a Plaintiff in this action. *See* Exhibit B.

10. Defendant Priority Management Group, LLC (“Priority Management”) is a limited liability corporation, incorporated in Louisiana and headquartered in Dallas, Texas. Priority Management is registered to do business in Texas and may be serviced with process by serving its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

11. Defendant PMG OPCO-Royse City LLC d/b/a Royse City Medical Lodge (“Royse City Medical”) is a limited liability corporation, incorporated in Louisiana with a principal place of business in Royse City, Texas. Royse City Medical Lodge is registered to do business in Texas and may be serviced with process by serving its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

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

13. At all times relevant to this Complaint, Plaintiffs and similarly situated employees are or were “employees” of Defendants and covered by the FLSA. 29 U.S.C. § 203(e).

14. Defendants are employers covered by the FLSA. *See* 29 U.S.C. § 203(d).

15. Defendants employ Plaintiffs and similarly situated employees in Texas and Louisiana.

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

17. Defendants' annual gross volume of sales made or business done exceeds \$500,000.

### **COLLECTIVE DEFINITION**

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

All current and former hourly-paid employees of Priority Management Group, LLC, in the United States during the past three (3) years and who worked in excess of forty (40) hours in a workweek (the "FLSA Collective").

19. Plaintiff reserves the right to redefine the Classes prior to notice, and thereafter, as necessary.

### **FACTUAL BACKGROUND**

#### **Defendant Priority Management's Unified Structure**

20. Defendant Priority Management is a privately-owned company which manages and operates fifty-one (51) skilled nursing facilities and assisted living facilities (the "Facilities"). Thirty (30) of these Facilities are located within Texas and twenty-one (21) of these Facilities are located in Louisiana. See PRIORITY MANAGEMENT, *Our Locations*, <https://prioritymgt.com/properties/> (last visited June 16, 2026).

21. Defendant Priority Management employs thousands of hourly employees to operate Royse City Medical and the fifty (50) other facilities and care for its residents, including, *inter alia*, ADONs, MDS Coordinators, Nurses, Licensed Practical Nurse, Certified Nursing Assistants ("CNAs"), medical records staff, dietary staff, housekeeping, and support staff. These employees include Plaintiffs and FLSA Collective Members.

22. Upon information and belief, Defendant Priority Management has unified

operational and managerial control over all Texas and Louisiana Facilities, including Defendant Royse City Medical. Priority Management’s unified operation and control over the Facilities includes the power to supervise, hire and fire, and establish wages and wage policies.

23. Indeed, the employee handbook which Plaintiffs receive at Royse City Medical is provided by Priority Management. The handbook is intended to “help employees find the answer to many questions that they may have regarding their employment with Priority Management Group, LLC.”

24. Upon information and belief, all employees at all fifty-one (51) facilities receive the same Priority Management employee handbook.

25. Priority Management holds out all fifty-one (51) facilities as Priority Management’s own locations. See PRIORITY MANAGEMENT, *Our Locations*, <https://prioritymgt.com/properties/> (last visited June 16, 2026).

26. Upon information and belief, Priority Management holds itself out as the employer of those working at each of the fifty-one (51) facilities.

27. For example, Priority Management advertises the nursing, rehabilitation, and healthcare services that Plaintiffs and FLSA Collective Members provide at their facilities on their own website. See PRIORITY MANAGEMENT, *Services*, <https://prioritymgt.com/services/> (last visited June 16, 2026).

28. Priority Management advertises the services that Plaintiffs and FLSA Collective Members provide in their facilities on their website: “Priority Management skilled nursing and rehabilitation facilities are there to provide safe care for you or your loved one. *Our care teams* of professional caregivers and therapists offer personalized care tailored to the individual needs of each patient and resident.” See *id.* (emphasis added).

29. Furthermore, Priority Management advertises employment opportunities available at their facilities, and advertising benefits, including advanced pay and tuition reimbursements, for its employees. *See* PRIORITY MANAGEMENT, *Careers*, <https://prioritymgt.com/careers/> (last visited June 16, 2026).

30. Priority Management operates its own job application portal on its website, advertising all available positions at each of their facilities through the portal. *See* PRIORITY MANAGEMENT, <https://prioritymgt.com/application/> (last visited June 16, 2026).

31. Priority Management's career and application page appears on the web pages of its own facilities, where Priority Management is described as the employer. *Id.*

32. For example, on the Bradford Skilled Nursing and Rehabilitation website, there is a section describing the benefits afforded to employees with the following statement:

**Priority Management Group, LLC** is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable Federal, State or Local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

*See* THE BRADFORD, *Healthcare Career Opportunities*, <https://thebradfordnursinghome.com/careers/> (last visited June 16, 2026) (emphasis added).

33. Priority Management operates and manages Royse City Medical, a skilled nursing facility, where they jointly employ Plaintiffs.

34. Defendants employ Plaintiff Rogers as an Assistant Director of Nursing (ADON) and classify her as a non-exempt, hourly employee.

35. Plaintiff Rogers's current pay is \$43.00 per hour.

36. Defendants employ Plaintiff Jean-Pierre as a Medical Data Set (MDS) Coordinator

and classify her as a non-exempt, hourly employee.

37. Plaintiff Jean-Pierre's current pay is \$37.83 per hour.

**Defendants Fail to Pay the Proper Overtime Rate to Plaintiffs and Hourly Workers**

38. Defendants do not pay Plaintiffs and the FLSA Collective Members for all hours worked in excess of forty (40) hours in a workweek and do not pay proper overtime premiums for the time worked.

39. The FLSA requires employers to compensate employees for hours worked in excess of forty (40) hours "at a rate not less than one and one-half times their regular rate of pay." 29 U.S.C. § 207(A)(1).

40. Plaintiffs and Collective Members are non-exempt hourly employees who provide care and related activities for Defendants' clients.

41. Plaintiff Rogers receives a \$100 bonus for each week she is "on-call".

42. Plaintiff Rogers is regularly scheduled to be "on-call" every third week and receives this bonus each time she is on-call for the week.

43. The on-call bonus is non-discretionary. Plaintiff Rogers receives this bonus when she works on-call. She does not receive it when she is not on-call.

44. In weeks when Plaintiff Rogers works over forty (40) hours a week, this bonus is not included in her regular rate for purposes of calculating her overtime rate.

45. Given the nature of the work, Plaintiff Rogers regularly works more than forty (40) hours in a workweek.

46. Plaintiff Rogers works on average eighty-two (82) to ninety (90) hours per two-week pay period, and works up to ninety-seven (97) hours in certain two-week pay periods.

47. Plaintiff Rogers observed other FLSA Collective members, particularly those

working in the nursing department, working similar schedules.

48. Plaintiff Rogers performs no job duties or functions that qualify for any FLSA overtime exemption, and indeed, is paid an hourly overtime rate at one-and-a-half times her hourly base rate for hours worked over forty (40) in a workweek.

49. Plaintiff Rogers is aware of other Collective Members who received similar bonuses.

50. Plaintiff Jean-Pierre receives a \$250 bonus called “MDS Award” each month if she meets a set amount of metrics: “A review of performance metrics from CORE, Casper, & TSI will be completed for each team. Each MDS employee will receive \$250 award (\$125 with all MCR metrics met and \$125 with all MCD Metrics met), while maintaining survey compliance, timely submissions, and clinical accuracy for the MDS assessment process.”

51. The MDS Award is non-discretionary. Plaintiff Jean-Pierre receives this bonus only when she reaches a pre-determined reporting figure within a certain period. She does not receive this bonus when she does not meet the pre-determined reporting figure.

52. Plaintiff Jean-Pierre regularly meets the reporting figure and receives this bonus.

53. In weeks when Plaintiff Jean-Pierre works over forty (40) hours a week, this bonus is not included in her regular rate of pay for purposes of calculating her overtime rate.

54. Given the nature of the work, Plaintiff Jean-Pierre regularly works more than forty (40) hours in a workweek.

55. Plaintiff Jean-Pierre works on average eighty-five (85) hours per two-week pay period and works up to ninety (90) hours in certain two-week pay periods.

56. Plaintiff Jean-Pierre observed other FLSA Collective members working similar schedules.

57. Plaintiff Jean-Pierre observed other FLSA Collective members have similar non-discretionary bonuses available to them.

58. Plaintiff Jean-Pierre performs no job duties or functions that qualify for any FLSA overtime exemption, and indeed, was paid an hourly overtime rate at one-and-a-half times her hourly base rate for hours worked over forty (40) in a workweek.

59. Pursuant to the FLSA, non-discretionary bonuses are included in the employee's regular rate of pay unless they qualify as excludable under another statutory provision. According to the U.S. Department of Labor, which is charged with overseeing implementation of the FLSA "[e]xamples of nondiscretionary bonuses that must be included in the regular rate" of pay for purposes of calculating and paying overtime compensation include:

- Bonuses based on a predetermined formula, such as individual or group production bonuses;
- Bonuses for quality and accuracy of work;
- Bonuses announced to employees to induce them to work more efficiently;
- Attendance bonuses; and
- Safety bonuses (i.e., number of days without safety incidents).

U.S. Dept. of Labor, Wage & Hour Div., *Fact Sheet #56C: Bonuses under the Fair Labor Standards Act* (FLSA).

60. The additional payments received by Plaintiffs and FLSA Collective members are based on a pre-determined formula that is advertised to Plaintiffs and the FLSA Collective members in advance.

61. The additional payments were paid as part of Plaintiffs' and the FLSA Collective Members' usual wages and treated as compensation.

62. Defendants failed to include Plaintiffs' non-discretionary additional payments in the calculation of their regular rate of pay which resulted in unpaid overtime wages in violation of

the FLSA.

63. For example, for the pay period ending on February 28, 2026, Plaintiff Rogers worked 21.92 hours of overtime and was paid a \$100 on-call bonus. Her overtime rate, however, did not include the \$100 bonus into her regular rate for purposes of calculating her overtime rate for the week in which she was on-call. Instead, Defendants paid her overtime at simply one-and-a-half times her standard base rate, thereby failing to pay her the proper overtime wages owed to her pursuant to the FLSA.

64. As another example, for the pay period ending on January 17, 2026, Plaintiff Jean-Pierre worked 27.55 hours of overtime and was paid a \$250 MDS Award bonus. Her overtime rate, however, did not include the \$250 bonus into her regular rate for purposes of calculating her overtime rate for the week in which she earned an MDS Award. Instead, Defendants paid her overtime at simply one-and-a-half times her standard base rate, thereby failing to pay her the proper overtime wages owed to her pursuant to the FLSA.

65. Upon information and belief, Defendants pay other FLSA Collective Members additional payments in the form of non-discretionary bonuses such as, *inter alia*, on-call pay, MDS monthly awards, holiday pay, Baylor pay, and shift differentials.

66. Plaintiffs have heard other similarly situated workers, such as CNAs, Nurses, and administrative workers, complain about their overtime being paid incorrectly.

67. Plaintiffs understand that Defendant Priority Management paid the other FLSA Collective Members at all locations pursuant to a similar pay scheme.

**Defendants Did Not Pay Plaintiffs and Collective Members for All Hours Worked**

68. Prior to August 1, 2025, pursuant to Defendants' policies and procedures, Defendants automatically deducted thirty (30) minutes from Plaintiffs' and Class Members' time

each shift for their unpaid meal period (“Auto Deduct Policy”).

69. Defendants implemented their Auto Deduct Policy without regard to whether Plaintiffs and Collective Members were able to take a *bona fide* full thirty (30) minute meal break in which they were relieved of all work.

70. Defendant Priority Management obtained managerial and operational control over Royse City Medical in or around 2017.

71. Prior to Defendant Priority Management, a different management company maintained managerial and operational control over Royse City Medical.

72. The prior management company had an Auto Deduct Policy but provided non-exempt, hourly employees with time sheets to report missed meal breaks to properly compensate them for time worked.

73. When Defendant Priority Management assumed operational and managerial control in approximately 2017, the policy to report missed meal breaks was removed, but the Auto Deduct Policy remained in place. Plaintiffs and FLSA Collective Members did not have any way to report missed meal breaks to receive the proper compensation for time worked.

74. Between Priority Management’s acquisition of managerial and operational control of Royse City Medical and August 1, 2025, Plaintiffs and the FLSA Collective Members could not report missed meal breaks.

75. Due to the nature of her work, prior to the removal of the Auto Deduct Policy in August of 2025, Plaintiff Rogers regularly worked through her thirty (30) minute meal break two (2) times a week in weeks where she worked over forty (40) hours a week.

76. Plaintiff Rogers did not have a way to report these missed meal breaks and was never paid for the time she worked through them.

77. Due to the nature of her work, prior to the removal of the Auto Deduct Policy, Plaintiff Jean-Pierre regularly worked through her thirty (30) minute meal break approximately four (4) times a week in weeks where she worked over forty (40) hours a week.

78. Plaintiff Jean-Pierre did not have a way to report these missed meal breaks and was never paid for the time she worked through them.

79. Plaintiffs would hear other employees constantly complaining about having to work through their unpaid meal breaks. In particular, Plaintiffs would hear medical records workers, CNAs, and nurses regularly complain about this issue to each other and to their supervisors.

80. Although Defendants had the ability to track when Plaintiffs and FLSA Collective Members worked through meal periods, Defendants chose not to do so.

81. Between Priority Management's acquisition of managerial and operational control of Royse City Medical and the other facilities and August 1, 2025, Plaintiffs and the FLSA Collective Members were not paid for all hours worked over forty (40) in a work week due to these unpaid meal breaks.

82. Defendant knew that Plaintiffs and FLSA Collective Members were working through meal periods off-the-clock and without pay because Defendants schedule the times for Plaintiffs' and Collective Members' meal periods and Defendants' supervisors, including the Director of Nursing, observed Plaintiffs and FLSA Collective Members working during those times and tending to the needs of the residents.

83. Additionally, the introduction of the new, lawful, Meal Break policy in August of 2025 indicates that Defendants knew that Plaintiffs and FLSA Collective Members were regularly working through meal breaks unpaid.

84. Defendants fail to keep accurate time records such that all hours worked by

employees are not accurately reflected on their pay statements.

85. Plaintiff Rogers has experienced missing time and incorrect timekeeping during her employment.

86. For example, in or around October of 2025, Plaintiff Rogers worked her regular shift from 10:00 a.m. to 6:00 p.m. She was then on-call, and then worked an on-call shift from 10:00 p.m. to 6:00 a.m.

87. The next day, she realized her eight (8) hour on-call shift had been deleted from her time records.

88. When she complained to the Human Resources department, they told her it was a “glitch” in the system.

89. An administrator from Priority Management eventually corrected the error, but the error would not have been caught had Plaintiff Rogers not realized her eight-hour shift had been taken out of her time.

90. Plaintiff Rogers believes this may have happened before without her knowledge and believes other Collective Members were affected.

91. Plaintiff Jean-Pierre has experienced missing time and incorrect timekeeping during her employment as well.

92. For example, on or around May 2026, her timesheet reflected a clock-out time of 5:00 p.m., but she had clocked out at 5:35 p.m.

93. Human Resources notified her that she had not clocked out, but she recalled having clocked out through the time clock.

94. She was told to go back and clock out manually to correct the error.

95. This same error has happened several times before, and Plaintiff Jean-Pierre has

had to go back and manually correct her time or else not be paid for the time she actually worked.

96. Plaintiff Jean-Pierre believes this may have happened before without her knowledge and believes other Collective Members were affected.

97. Despite knowing that Plaintiffs and FLSA Collective Members were working off-the-clock, Defendants failed to pay Plaintiffs and other FLSA Collective members for this time.

98. By requiring or permitting Plaintiffs and the FLSA Collective members to work off the clock, without any policies to report that time, Defendants deprived Plaintiffs and FLSA Collective Members of earned wages, including earned overtime wages, for all hours worked.

**Defendants Willfully Violated the FLSA**

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

100. Defendants have not properly paid Plaintiffs and other FLSA Collective Members all wages and overtime compensation for all hours worked.

101. Defendants knew, or absent their own recklessness should have known, that Plaintiffs and FLSA Collective Members are or were entitled to all compensation owed, including the correct overtime rate and for meal breaks which Plaintiffs and FLSA Collective Members worked through.

102. Defendants are large, sophisticated employers, and have hired or have the means to hire competent counsel to advise it on its legal obligations.

103. Defendants knew that Plaintiffs and the FLSA Collective Members were entitled to overtime and all wages owed for all hours worked under the FLSA because Defendants classified them as hourly, non-exempt employees.

104. At all times relevant to this Complaint, Defendant acted willfully and/or with reckless disregard of the applicable FLSA provisions by failing to include all non-discretionary

payments into the regular rate for purposes of calculating the overtime rate owed to Plaintiffs and the FLSA Collective Members.

105. Further, Defendants acted willfully and/or with reckless disregard of the applicable FLSA provisions by failing to properly compensate Plaintiff and the FLSA Collective Members for all hours worked, including overtime compensation under the FLSA.

### **COLLECTIVE ACTION ALLEGATIONS**

106. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of themselves and the Collective Members as defined above.

107. Plaintiffs desire to pursue their FLSA claims on behalf of all individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

108. Plaintiffs and the FLSA Collective Members are “similarly situated” as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or have worked pursuant to Defendants’ previously described common business and compensation practices as described herein, and, as a result of such practices, have not been properly paid overtime compensation for all hours worked over forty (40) in a workweek during the relevant time period. Resolution of this action requires inquiry into common facts, including, Defendants’ common compensation and payroll practices applicable to the employees at issue.

109. The FLSA Collective Members are known to Defendants, are readily identifiable through Human Resources and payroll records, and can easily be located through Defendants’ business and human resources records and electronic systems.

110. Defendants employ hundreds of FLSA Collective Members. These similarly situated employees, consisting of both current and former employees who are currently employed or have been employed by Priority Management at the Royse City Medical and the other fifty (50)

facilities during the relevant three-year statute of limitations period, should promptly be notified in writing of this action through U.S. mail, email, ad text message and/or other means, and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for unpaid wages, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

**COUNT I**  
**Violation of the FLSA**  
**(On Behalf of Plaintiffs and the FLSA Collective)**

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

112. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular rate at which he employed. See 29 U.S.C. §207(a)(1).

113. Each Defendant is subject to the wage requirements of the FLSA because Defendants are “employers” under 29 U.S. § 203(d).

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

115. During all relevant times, the members of the FLSA Collective, including Plaintiffs, are covered employees entitled to the above-described FLSA’s protections. See 29 U.S.C. § 203(e).

116. Plaintiffs and the FLSA Collective are not exempt from the requirements of the FLSA.

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

118. The FLSA defines the “regular rate” as including “all remuneration for employment

paid to, or on behalf of, the employee[.]” 29 U.S.C. § 207(e).

119. The Supreme Court has held that the term “regular rate” “obviously means the hourly rate actually paid the employee for the normal, non-overtime workweek.” *Bay Ridge v. Operating Co. v. Aaron*, 334 U.S. 446, 460 (1948) (quoting *Walling v. Helmerich & Payne, Inc.*, 323 U.S. 37, 40 (1944)).

120. With a few limited exceptions, all remuneration given to an employee must be included in the employee’s regular rate calculation. *See* 29 U.S.C. § 207(e); 29 C.F.R. § 778.108.

121. Plaintiffs and the FLSA Collective receive non-discretionary compensation in addition to their hourly rate of pay, including, *inter alia*, on-call pay, MDS Monthly Awards, and shift-differentials.

122. The additional payments that Defendants provide are non-discretionary and should be included in Plaintiff and the FLSA Collective Members’ regular rate.

123. The additional payments are paid as part of Plaintiffs’ and the FLSA Collective Members’ usual wages.

124. The additional payments were promised to Plaintiffs and the FLSA Collective Members in advance.

125. The additional payment amounts were predetermined and based on fixed formulas with defined metrics, causing Plaintiffs and the FLSA Collective Members to form a reasonable and definite expectation that they receive the additional payments, and they did receive the additional payments.

126. Defendants deny overtime compensation on the additional payment portion of the hourly wages of the FLSA Collective Members.

127. Defendants further failed to properly compensate Plaintiffs and the FLSA

Collective for all hours worked when they worked in excess of forty (40) hours per week prior to August 1, 2025, by auto-deducting thirty (30) minutes from Plaintiff's and the FLSA Collective's paychecks even when they worked through their meal breaks.

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

129. Defendants' actions violated and continue to violate the FLSA and its implementing regulations.

130. In violating the FLSA, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

131. Pursuant to 29 U.S.C. § 216(b), employers such as Defendants, who intentionally fail to pay employees wages in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs, and attorneys' fees incurred in recovering the unpaid wages.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs seek the following relief on behalf of themselves and the FLSA Collective Members:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Collective Members;
- c. Back pay damages (including overtime compensation) and pre- and post-judgment interest to the fullest extent permitted under the law;
- d. Liquidated damages to the fullest extent permitted under the law;

- e. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- f. Such other and further relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury of all issues so triable pursuant to Fed. R. Civ. P.

38.

Dated: June 16, 2026

Respectfully Submitted,

/s/ Josh Borsellino

Josh Borsellino  
Texas State Bar No. 24045532  
**BORSELLINO, P.C.**  
1020 Macon St., Suite 15  
Fort Worth, Texas 76102  
Telephone: (817) 908-9861  
josh@dfwcounsel.com

Alexandra K. Piazza\*  
**BERGER MONTAGUE PC**  
8241 La Mesa Blvd., Suite A  
La Mesa, CA 91942  
Tel.: (215) 875-3063  
apiazza@bergermontague.com

Camille Fundora Rodriguez\*  
**BERGER MONTAGUE PC**  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103  
Telephone: (215) 875-4635  
crodriguez@bergermontague.com

Soledad Slowing-Romero\*  
**BERGER MONTAGUE PC**  
1229 Tyler St NE, Unit 205  
Minneapolis, MN 55413  
Telephone: (612) 474-4230  
sslowingromero@bergermontague.com

*\*Pro hac vice forthcoming.*