

2ND JUDICIAL DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO 1437 Bannock Street Denver, CO 80202 Plaintiff: JENNA PORTIS, Individually and for Others Similarly Situated v. DEFENDANT: APFS STAFFING, INC	☐ COURT USE ONLY ☐
Attorneys for Plaintiff: Brian D. Gonzales, Atty. Reg. # 29775 BRIAN D. GONZALES, PLLC 2580 East Harmony Road, Suite 201 Fort Collins, Colorado 80528 Phone: (970) 214-0562 BGonzales@ColoradoWageLaw.com Michael A. Josephson* Andrew W. Dunlap* Alyssa J. White* JOSEPHSON DUNLAP LLP 11 Greenway Plaza, Suite 3050 Houston, Texas 77046 Phone: (713) 352-1100 Fax: (713) 352-3300 mjosephson@mybackwages.com adunlap@mybackwages.com awhite@mybackwages.com Richard J. (Rex) Burch* BRUCKNER BURCH PLLC 11 Greenway Plaza, Suite 3025 Houston, Texas 77046 Phone: (713) 877-8788 Fax: (713) 877-8065 rburch@brucknerburch.com <i>*Pro hac vice applications forthcoming</i>	Case Number: Ctrm/Div:
ORIGINAL CLASS ACTION COMPLAINT & JURY DEMAND	

SUMMARY

1. Plaintiff Jenna Portis (“Plaintiff”) brings this class action to recover unpaid wages and other damages from APFS Staffing, Inc. (Addison).
2. Addison employed Plaintiff as one of its Recruiters, primarily in the city and county of Denver, Colorado.
3. Plaintiff and the Colorado Recruiters (as defined below) regularly worked more than 40 hours in a workweek and/or more than 12 hours in a workday.
4. But Addison did not pay them overtime wages.
5. Instead of paying overtime wages, Addison uniformly misclassified Plaintiff and the Colorado Recruiters as exempt employees and paid them a salary with no overtime compensation.
6. Addison’s uniform salary with no overtime pay scheme violated the Colorado Wage Claim Act (CWCA), and its implementing regulations, the Colorado Overtime and Minimum Pay Standards Orders (COMPS Orders), the Colorado Minimum Wage Act (CMWA) and the Revised Municipal Code of the City and County of Denver, Colorado (DRMC) by depriving non-exempt employees (Plaintiff and the Colorado Recruiters) of overtime wages for all hours worked after 40 in a workweek.

JURISDICTION & VENUE

7. This Court has subject matter jurisdiction pursuant to COLO. CONST. ART. VI § 9(1) because this case arises under Colorado law, and Addison’s violative conduct occurred in Colorado.
8. This Court has specific personal jurisdiction over Addison based on Addison’s substantial operations in Colorado and its substantial contacts with, and conduct directed toward, Colorado that form the basis of this class action. C.R.S. § 13-1-124.
9. Specifically, Addison employed Plaintiff and the Colorado Recruiters in Colorado and failed to provide proper overtime wages for their work performed in Colorado.
10. Venue is proper pursuant to C.R.C.P. 98 because Addison can be found in Denver County, and a substantial part of the events or omissions giving rise to this action occurred in Denver County.
11. Specifically, Addison maintains an office in Denver, Colorado, and Plaintiff primarily worked for Addison in Denver County.
12. Finally, this matter is properly in this Court because: (1) the aggregate amount in controversy is under \$5 million; (2) the size of Plaintiff’s proposed class is fewer than 100 individual members; (3) Plaintiff’s proposed class includes only Colorado citizens; (4) Plaintiff’s and the other Colorado Recruiters’ claims arise under Colorado law, rather than any federal statute; and (5) there is no embedded federal question or issue in Plaintiff’s and the Colorado Recruiters’ claims arising solely under Colorado law.

PARTIES

13. Plaintiff is an adult individual residing in California.
14. Plaintiff worked for Addison as a Recruiter in Denver County, Colorado from approximately June 2022 to approximately June 2023.
15. Addison misclassified Plaintiff as exempt and paid her under its uniform salary with no overtime pay scheme.
16. The uniform salary with no overtime pay scheme resulted in an undercalculation of the overtime wages Plaintiff earned.
17. The other Colorado Recruiters were likewise subject to this illegal pay policy.
18. At all relevant times, Plaintiff and the Colorado Recruiters were Addison's covered "employees" within the meaning of the CWCA, CMWA, COMPS Orders, and DRMC. *See* C.R.S. § 8-4-101(5); 7 C.C.R. 1103-1(1.5); D.R.M.C., Chapter 58, Art. II, Div. 1, Sec. 58-1(11).
19. Thus, Addison uniformly deprived Plaintiff and the Colorado Recruiters of overtime pay at the proper premium rate for all hours worked over 40 in a workweek and 12 in a workday, in violation of the CWCA, CMWA, COMPS Orders, and DRMC.
20. Plaintiff brings her claims as a class action on behalf of herself and the Putative Class Members pursuant to C.R.C.P. 23.
21. The Colorado Class of similarly situated employees is defined as:

All Recruiters employed by Addison in Colorado at any time during the past 3 years who were paid a salary and no overtime compensation (the "Colorado Recruiters").
22. The Denver Class of similarly situated employees is defined as:

All Recruiters employed by Addison who were paid a salary and no overtime compensation, while working in Denver County and/or performing work covered by D.R.M.C. Chapter 58, at any time during the past 3 years through final resolution of this action (the "Denver Class").
23. The Colorado Class Members and the Denver Class Members are collectively referred to as the "Colorado Recruiters."
24. The Colorado Recruiters can be readily ascertained from Addison's business and personnel records.
25. Addison is a Delaware limited liability company that maintains its headquarters in Chicago, Illinois.

26. Addison is registered to do business in Colorado.

27. Indeed, Addison maintains an office in Denver, Colorado and employs employees acting in its interests in the city and county of Denver, Colorado.

28. At all relevant times, Addison transacted and conducted substantial business in Colorado and specifically in Denver, Colorado.

29. At all relevant times, Addison was subject to the CWCA, CMWA, COMPS Orders, and DRMC because Addison was (and is) an “employer” within the meaning of the CWCA, CMWA, COMPS Orders, and DRMC. *See* C.R.S. § 8-4-101(6); C.C.R. 1103-1(1.6); D.R.M.C., Chapter 58, Art. II, Div. 1, Sec. 58-1(6).

30. Addison may be served through its registered agent: **Corporation Service Company, 1900 W Littleton Boulevard, Littleton, Colorado 80120.**

FACTS

31. Addison offers staffing and recruiting services in industry sectors such as finance and accounting, information technology, human resources, healthcare, administrative, and digital marketing.¹

32. To meet its business objectives, Addison employs Recruiters (including Plaintiff and the Colorado Recruiters) across the country, including in Colorado.

33. For example, Plaintiff worked for Addison as a Recruiter in Addison’s Denver-area office in Colorado from approximately June 2022 to approximately June 2023.

34. Throughout her employment, Addison classified Plaintiff as exempt and paid her a flat salary every week and failed to pay her overtime wages.

35. This is despite Plaintiff regularly working 45 to 50 hours per workweek.

36. Addison paid Plaintiff and the Colorado Recruiters for 9- to 10-hour shifts for 5 days a week.

37. And Plaintiff and the Colorado Recruiters worked approximately 45 to 50 hours in a typical workweek.

38. Plaintiff’s working relationship with Addison is similar to that of the Colorado Recruiters.

39. Plaintiff’s work schedule is typical of the Colorado Recruiters.

40. Addison knew Plaintiff and the Colorado Recruiters regularly worked for at least 9 hours to 10 hours a day, for 5 days a week.

¹ <https://addisongroup.com/find-talent/> (last visited January 16, 2025).

41. But Addison did not pay Plaintiff or the Colorado Recruiters overtime wages for their hours worked after 40 in any of those weeks.

42. Instead, Addison paid them a salary for all hours worked.

43. Despite misclassifying Plaintiff and the Colorado Recruiters as exempt, Plaintiff and the Colorado Recruiters primarily perform non-exempt job duties.

44. The Colorado Recruiters' primary duties do not include supervising other Addison employees.

45. The Colorado Recruiters' primary duties are not management.

46. The Colorado Recruiters' primary duties do not require the exercise of independent judgment or discretion with respect to matters of significance.

47. Rather, the Colorado Recruiters' primary duties are routine and largely governed by standardized plans, procedures, and checklists created by Addison (and/or its clients).

48. Virtually every job function is predetermined by Addison (and/or its clients), including the candidates they recruit, the call scripts they use, the schedule of work, and related work duties.

49. As Addison Recruiters, Plaintiff's and the Colorado Recruiters' primary duties include sourcing candidates for open job positions with Addison's clients.

50. In sum, Plaintiff and the Colorado Recruiters are non-exempt employees and, therefore, entitled to overtime wages.

51. But Addison does not pay these non-exempt employees, including Plaintiff and the Colorado Recruiters, overtime wages when they work more than 40 hours in a workweek.

52. Under Addison's illegal salary with no overtime pay scheme, Plaintiff and the Colorado Recruiters were denied overtime pay at the proper rate for each hour they worked over 40 in a workweek and/or over 12 in a workday in willful violation of the CWCA, CMWA, COMPS Orders, and DRMC.

CLASS ACTION ALLEGATIONS

53. Plaintiff incorporates all other paragraphs by reference.

54. Plaintiff brings her claims as a class action on behalf of herself and the other Colorado Recruiters pursuant to C.R.C.P. 23.

55. Like Plaintiff, the other Colorado Recruiters were victimized by Addison's illegal salary with no overtime pay scheme.

56. Other Colorado Recruiters worked with Plaintiff and indicated they were paid in the same manner, performed similar work, and were subject to Addison's same illegal salary with no overtime pay scheme.

57. Based on her experience with Addison, Plaintiff is aware Addison's illegal salary with no overtime pay scheme was imposed on the Colorado Recruiters.

58. The Colorado Recruiters are similarly situated in all relevant respects.

59. The putative classes of Colorado Recruiters include more than 50 members but fewer than 100 members.

60. Thus, the Colorado Recruiters are so numerous that the joining of all potential class members in one lawsuit is impracticable.

61. The Colorado Recruiters are similarly situated in the most relevant respects.

62. Even if their specific job titles or precise locations might vary, these differences do not matter for the purposes of determining their entitlement to earned wages for all hours worked and overtime pay for all hours worked over 40 in a workweek or 12 in a workday.

63. Therefore, the specific job titles or precise job locations of the various Colorado Recruiters do not prevent class treatment.

64. Rather, the Colorado Recruiters are held together by Addison's uniform, illegal salary with no overtime policy which systematically deprived Plaintiff and the other Colorado Recruiters of earned wages for all hours worked and overtime wages at the proper premium rate for all hours worked after 40 in a workweek and 12 in a workday.

65. Addison's failure to pay overtime wages as required by Colorado and Denver wage laws resulted from generally applicable, systematic policies and practices that are not dependent on the personal circumstances of the Colorado Recruiters.

66. Addison's records reflect the number of hours the Colorado Recruiters recorded they worked each workweek.

67. Addison's records also show the number of hours the Colorado Recruiters actually worked each workweek.

68. The back wages owed to Plaintiff and the other Colorado Recruiters can therefore be calculated using the same formula applied to the same records.

69. Even if the issue of damages were somewhat individual in character, the damages can be calculated by reference to Addison's records, and there is no detraction from the common nucleus of liability facts.

70. Therefore, the issue of damages does not preclude class treatment.

71. Plaintiff's experiences are typical of the experiences of the other Colorado Recruiters.

72. Plaintiff has no interest contrary to, or in conflict with, the other Colorado Recruiters.

73. Like each Colorado Recruiter, Plaintiff has an interest in obtaining the unpaid overtime wages owed to them under Colorado law.

74. Plaintiff and her counsel will fairly and adequately protect the interests of the other Colorado Recruiters.

75. Plaintiff retained counsel with significant experience in complex class action litigation.

76. A class action is superior to other available means for fair and efficient adjudication of this lawsuit.

77. Absent this class action, many Colorado Recruiters likely will not obtain redress for their injuries, and Addison will reap the unjust benefits of violating Colorado wage laws.

78. Further, even if some of the Colorado Recruiters could afford individual litigation against Addison, it would be unduly burdensome to the judicial system.

79. Indeed, the multiplicity of actions would create a hardship for the Colorado Recruiters, the Court, and Addison.

80. Conversely, concentrating the litigation in one forum will promote judicial economy and consistency, as well as parity among the Colorado Recruiters' claims.

81. The questions of law and fact that are common to each Colorado Recruiters predominate over any questions affecting solely the individual members.

82. Among the common questions of law and fact are:

- a. Whether Addison misclassified Plaintiff and the Colorado Recruiters as exempt;
- b. Whether Plaintiff and the Colorado Recruiters were non-exempt from the CWCA and/or CMWA and/or DRMC's overtime provisions;
- c. Whether Addison knowingly engaged in a policy of misclassifying its Colorado Recruiters;
- d. Whether Addison's salary with no overtime pay scheme deprived the Colorado Recruiters of overtime pay in violation of the CWCA, CMWA, COMPS Orders, and DRMC;
- e. Whether Addison's decision not to pay the Colorado Recruiters overtime wages was made in good faith;
- f. Whether Addison's violations were willful.

83. Plaintiff 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 action.

84. As part of its regular business practices, Addison intentionally, willfully, and repeatedly violated Colorado and Denver wage laws with respect to Plaintiff and the Colorado Recruiters.

85. Addison's illegal "salary with no overtime" policy deprived Plaintiff and Colorado Recruiters of overtime wages at the proper premium rate for all hours worked after 40 in a workweek and 12 in a workday, which they are owed under Colorado law.

86. Accordingly, all of C.R.C.P. 23's requirements are satisfied, and Plaintiff's proposed classes of Colorado Recruiters merit certification.

**ADDISON'S VIOLATIONS WERE WILLFUL AND/OR DONE
IN RECKLESS DISREGARD OF COLORADO WAGE LAWS.**

87. Plaintiff incorporates all other paragraphs by reference.

88. Addison knew it was subject to the CWCA's, CMWA's, COMPS Orders, and DRMC's respective provisions. *See* C.R.S. § 8-4-101(6); 7 C.C.R. 1103-1(1.6); D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-1(6).

89. Addison knew Plaintiff and the Colorado Recruiters were its non-exempt employees entitled to overtime pay. *See* C.R.S. § 8-4-101(5); 7 C.C.R. 1103-1(1.5); 7 C.C.R. 1103-1(4.1.1); D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-1(11).

90. Addison knew the CWCA, CMWA, COMPS Orders, and DRMC's required it to pay non-exempt employees, including Plaintiff and the Colorado Recruiters, overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked after 12 in a workday and 40 in a workweek. *See* 7 C.C.R. 1103-1(4.1.1); D.R.M.C., Chapter 58, Art. I, Div. 2, Secs. 58-23.

91. Addison knew Plaintiff and the Colorado Recruiters worked over 40 hours in at least one workweek and/or over 12 hours in one workday during the 3 years before this Complaint was filed because Addison required them to.

92. Nonetheless, Addison did not pay Plaintiff and the Colorado Recruiters overtime for their hours worked over 40 in a workweek.

93. As a result of the foregoing conduct, as alleged, Addison failed to pay wages due thereby violating, and continuing to violate, the CWCA, COMPS Orders, CMWA, and DRMC. These violations were committed knowingly, willfully, and with reckless disregard of applicable law. *See* C.R.S. § 8-4-109(3)(b)–(c); 7 CCR 1103-1 (8.2).

COUNT I

**FAILURE TO PAY OVERTIME WAGES UNDER THE CWCA AND COMPS ORDERS
(COLORADO CLASS)**

94. Plaintiff incorporates all other paragraphs by reference.

95. Plaintiff brings his CWCA overtime claim on behalf of himself and the other Colorado Recruiters pursuant to C.R.C.P. 23.

96. Addison's conduct violated the CWCA, as implemented by the COMPS Orders. *See* C.R.S. §§ 8-4-101, *et seq.*; 7 C.C.R. 1103-1.

97. At all relevant times, Addison was subject to the CWCA and the COMPS Orders because Addison was (and is) an "employer" within the meaning of the CWCA and COMPS Orders. *See* C.R.S. § 8-4-101(6); 7 C.C.R. 1103-1(1.6).

98. At all relevant times, Addison employed Plaintiff and the other Colorado Recruiters as its covered "employees" within the meaning of the CWCA and COMPS Orders. *See* C.R.S. § 8-4-101(5); 7 C.C.R. 1103-1(1.5).

99. The COMPS Orders require employers, like Addison, to pay non-exempt employees, including Plaintiff and the other Colorado Recruiters, overtime wages at rates not less than 1.5 times their regular rates of pay – based on all remuneration – for all hours worked over 12 in a workday and 40 in a workweek. *See* 7 C.C.R. 1103-1(4.1.1).

100. Plaintiff and the other Colorado Recruiters are entitled to overtime pay under the COMPS Orders. *See* 7 C.C.R. 1103-1(4.1.1).

101. Addison violated the CWCA and COMPS Orders by failing to pay Plaintiff and the other Colorado Recruiters overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked over 12 in a workday and 40 in a workweek. *See* 7 C.C.R. 1103-1(4.1.1).

102. Plaintiff's and the Colorado Recruiters' earned, but unpaid, overtime wages may be recovered under the CWCA.

103. Addison's unlawful conduct harmed Plaintiff and the other Colorado Recruiters by depriving them of the proper premium overtime wages they are owed.

104. Accordingly, Plaintiff and the other Colorado Recruiters are entitled to recover their unpaid overtime wages and an automatic penalty of the greater of two times the amount of the unpaid overtime wages or \$1,000. *See* C.R.S. § 8-4-109(3); 7 C.C.R. 1103-1(8.1).

105. Because Addison's failure to pay these overtime wages was willful, Addison is also liable to Plaintiff and the other Colorado Recruiters for treble damages in the amount of three times their unpaid overtime wages or \$3,000, whichever is greater. *See* C.R.S. § 8-4-109(b)(II).

106. Finally, Plaintiff and the other Colorado Recruiters are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in this action. *See* C.R.S. § 8-4-110; C.C.R. 1103-1(8.1).

COUNT II

FAILURE TO PAY MINIMUM WAGES UNDER THE CMWA AND COMPS ORDERS (COLORADO CLASS)

107. Plaintiff incorporates all other paragraphs by reference.

108. Plaintiff brings his CMWA minimum wages claim on behalf of herself and the other Colorado Recruiters pursuant to C.R.C.P. 23.

109. Addison's conduct violated the CMWA, as implemented by the COMPS Orders. *See* 7 CCR 1103-1(1.5).

110. At all relevant times, Addison was subject to the CMWA because Addison was (and is) an "employer" within the meaning of the CMWA. *See* 7 CCR 1103-1(1.6).

111. At all relevant times, Addison employed Plaintiff and the other Colorado Recruiters as its covered "employees" within the meaning of the CMWA. *See* 7 CCR 1103-1(1.5 and 1.6).

112. The CMWA and COMPS Orders require employers, like Addison, to pay employees, including Plaintiff and the other Colorado Recruiters, no less than the minimum hourly wage for all hours worked, including overtime pay for hours worked in excess of 40 per workweek and 12 per day. *See* C.R.S. § 8-6-116; 7 C.C.R. 1103-1 (1.9 and 3).

113. Addison violated the CMWA and COMPS Order by failing to pay Plaintiff and the other Colorado Recruiters minimum wages in the form of unpaid overtime. *See* 7 C.C.R. 1103-1(4.1.1, 1.8.2, and 5).

114. Addison's unlawful conduct harmed Plaintiff and the other Colorado Recruiters by depriving them of the minimum wages (including overtime) they are owed.

115. Accordingly, Plaintiff and the other Colorado Recruiters are entitled to recover their unpaid minimum wages and interest. *See* C.R.S. § 8-6-118.

116. Finally, Plaintiff and the other Colorado Recruiters are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in this action. *See* C.R.S. § 8-6-118.

COUNT III

FAILURE TO PAY EARNED WAGES UNDER THE CWCA AND COMPS ORDERS (COLORADO CLASS)

117. Plaintiff incorporates all other paragraphs by reference.

118. Plaintiff brings his CWCA earned wages claim on behalf of himself and the other Colorado Recruiters pursuant to C.R.C.P. 23.

119. Addison's conduct violates the CWCA. *See* C.R.S. §§ 8-4-101, *et seq.*

120. At all relevant times, Addison was subject to the CWCA because Addison was (and is) an "employer" within the meaning of the CWCA. *See* C.R.S. § 8-4-101(6).

121. At all relevant times, Addison employed Plaintiff and the other Colorado Recruiters as its covered "employees" within the meaning of the CWCA. *See* C.R.S. § 8-4-101(5).

122. The CWCA requires employers, like Addison, to pay employees, including Plaintiff and the other Colorado Recruiters, all wages earned, due, and owing on their regular payday and following termination of their employment. *See* C.R.S. §§ 8-4-103(1)(a) and 8-4-109(1).

123. Addison violated the CWCA by failing to pay Plaintiff and the other Colorado Recruiters all their wages earned on their regular paydays and/or following termination of their employment. *See* C.R.S. §§ 8-4-103(1)(a) and 8-4-109(1).

124. Addison's unlawful conduct harmed Plaintiff and the other Colorado Recruiters by depriving them of the earned wages they are owed.

125. Accordingly, Plaintiff and the other Colorado Recruiters are entitled to recover their unpaid earned wages and an automatic penalty of the greater of two times the amount of the unpaid wages or compensation or \$1,000. *See* C.R.S. § 8-4-109(3).

126. Because Addison's failure to pay these earned wages was willful, Addison is also liable to Plaintiff and the other Colorado Recruiters for treble damages in the amount of three times their unpaid earned wages or \$3,000, whichever is greater. *See* C.R.S. § 8-4-109(b)(II).

127. Finally, Plaintiff and the other Colorado Recruiters are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in this action. *See* C.R.S. § 8-4-110.

COUNT IV
CIVIL THEFT OF WAGES
(COLORADO CLASS)

128. Plaintiff incorporates all other paragraphs by reference.

129. Plaintiff brings her civil theft claim on behalf of herself and the other Colorado Recruiters pursuant to C.R.C.P. 23.

130. At all relevant times, Addison was subject to the CWCA because Addison was (and is) an "employer" within the meaning of the CWCA. *See* C.R.S. § 8-4-101(6).

131. At all relevant times, Addison employed Plaintiff and the other Colorado Recruiters as its covered "employees" within the meaning of the CWCA. *See* C.R.S. § 8-4-101(5).

132. Addison knew it failed to pay Plaintiff and the other Colorado Recruiters minimum wages because Addison knew it did not pay Plaintiff and the other Colorado Class Members overtime for their overtime hours worked.

133. As a result, Addison's failure to pay wages under the CMWA constitutes civil theft pursuant to C.R.S. § 18-4-401. *See* C.R.S. § 18-6-116.

134. Accordingly, Addison owes Plaintiff and the Colorado Recruiters treble damages and attorneys' fees. *See* C.R.S. § 18-4-405.

135. Finally, Plaintiff and the Colorado Class Members are also entitled to recover their costs, statutory interest, and all other relief deemed appropriate by the Court. *See* C.R.S. § 18-4-405.

COUNT V²

**FAILURE TO PAY OVERTIME WAGES UNDER THE DRMC
(DENVER CLASS)**

136. Plaintiff incorporates all other paragraphs by reference.

137. Plaintiff brings her DRMC overtime claim on behalf of himself and the other Denver Class Members pursuant to C.R.C.P. 23.

138. Addison's conduct violates the DRMC. *See* D.R.M.C., Chapter 58, Art I, *et seq.*

139. At all relevant times, Addison was subject to the DRMC because Addison was an "employer" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-1(6).

140. At all relevant times, Addison employed Plaintiff and the other Denver Class Members as its covered "employees" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-1(11).

141. Specifically, Plaintiff and each Denver Class Member worked for Addison within Denver's geographic boundaries. City and County of Denver Civil Wage Theft Rules 2024 (3.2).

142. Thus, Plaintiff and the other Denver Class Members are employees covered by the DRMC.

143. The DRMC requires employers, like Addison, to pay non-exempt employees, including Plaintiff and the other Denver Class Members, overtime wages at rates not less than 1.5 times their regular rates of pay—based on *all* remuneration received—for all hours worked over 12 in a workday and 40 in a workweek. *See* D.R.M.C., Chapter 58, Art. I, Div. 2, Secs. 58-23.

144. Plaintiff and the other Denver Class Members are entitled to recover overtime pay under the DRMC. D.R.M.C., Chapter 58, Art. I, Div. 1, Secs. 58-6(a) and 58-24(a).

145. Addison violated the DRMC by failing to pay Plaintiff and the other Denver Class Members overtime wages at rates not less than 1.5 times their regular rates of pay—based on all remuneration received—for all hours worked over 12 in a workday and 40 in a workweek. D.R.M.C., Chapter 58, Art. I, Div. 1, Secs. 58-6(a)(2) & (4) and 58-24(a).

146. Plaintiff and the other Denver Class Members are entitled to recover any overtime wages unlawfully withheld, interest at a rate of 12 percent per annum from the date the overtime wages were first due, a penalty in the amount of \$100 to each Denver Class member whose rights under the DRMC were violated for each day that the violation occurred or continued, and liquidated damages in an amount equal to three times the amount of unpaid overtime wages. D.R.M.C., Art. I, Div. 1, 58-6(a)(2) & (4).

² Plaintiff and the Denver Class acknowledge that their claims for unpaid wages under the CWCA/CMWA and DRMC may be for the same, duplicative amounts and that they are only entitled to recover this amount once under either statute. However, the liquidated damages, penalties, and interest under the DRMC claims are not duplicative.

147. Plaintiff and the other Denver Class Members are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in this action. D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-6(a)(6).

COUNT VI

**FAILURE TO PAY MINIMUM WAGES UNDER THE DRMC
(DENVER CLASS)**

148. Plaintiff incorporates all other paragraphs by reference.

149. Plaintiff brings his CMWA minimum wages claim on behalf of herself and the other Denver Class Members pursuant to C.R.C.P. 23.

150. Addison's conduct violates the DRMC. *See* D.R.M.C., Chapter 58, Art I, *et seq.*

151. At all relevant times, Addison was subject to the DRMC because Addison was (and is) an "employer" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art I, Div. 1, Sec. 58-1(6).

152. At all relevant times, Addison employed Plaintiff and the other Denver Class Members as its covered "employees" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art I, Div. 1, Sec. 58-1(11).

153. Specifically, Plaintiff and each Denver Class Member worked for Addison within Denver's geographic boundaries. City and County of Denver Civil Wage Theft Rules 2024 (3.2).

154. Thus, Plaintiff and the other Denver Class Members are employees covered by the DRMC.

155. The DRMC requires employers, like Addison, to pay employees, including Plaintiff and the other Denver Class Members, no less than the Denver minimum wage for all hours worked, including hours worked in excess of 40 per workweek and 12 per day. *See* D.R.M.C., Chapter 58, Art I, Div. 2, Sec. 58-15.

156. Addison violated the DRMC by failing to pay Plaintiff and the other Denver Class Members Denver minimum wages in the form of unpaid overtime. *See* D.R.M.C., Chapter 58, Art. I, Div. 2, Sec. 58-15.

157. Addison's unlawful conduct harmed Plaintiff and the other Denver Class Members Recruiters by depriving them of the minimum wages (including overtime) they are owed.

158. Accordingly, Plaintiff and the other Denver Class Members are entitled to recover their unpaid minimum wages, interest on the unpaid wages at a rate of 12 percent per annum from the date such wages were first due, a penalty in the amount of \$100 to each worker whose rights under the DRMC were violated for each day that the violation occurred or continued, and liquidated damages in an amount equal to three times the amount of unpaid wages. D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-6(a).

159. Plaintiff and the other Denver Class Members are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in this action. D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-6(a)(6).

COUNT VII
CIVIL THEFT OF WAGES
(DENVER CLASS)

160. Plaintiff incorporates all other paragraphs by reference.

161. Plaintiff brings his/her civil theft claim on behalf of himself and the other Denver Class Members pursuant to C.R.C.P. 23.

162. At all relevant times, Addison was subject to the DRMC because Addison was (and is) an "employer" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art I, Div. 1, Sec. 58-1(6).

163. At all relevant times, Addison employed Plaintiff and the other Denver Class Members as its covered "employees" within the meaning of the DRMC. *See* D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-1(5).

164. Specifically, Plaintiff and each Denver Class Member worked for Addison within Denver's geographic boundaries for at least 20% of their worktime in an established pay period and/or customarily spend at least 50% of their work time in Denver. City and County of Denver Civil Wage Theft Rules 2024 (3.3).

165. Thus, Plaintiff and the other Denver Class Members are employees covered by the DRMC.

166. Addison knew it failed to pay Plaintiff and the other Denver Class Members minimum wages because Addison knew it did not pay Plaintiff and the other Colorado Class Members overtime for their overtime hours worked. *See* D.R.M.C., Chapter 58, Art. I, Div. 2, Sec. 58-15.

167. Addison's knowing failure to pay Denver overtime wages and under the CMWA and DRMC, respectively, constitutes theft pursuant to *See* C.R.S. § 18-4-401; D.R.M.C., Chapter 58, Art. I, Div. 3, Secs. 58-22 – 24.

168. As a result, Addison's failure to pay wages constitutes civil theft pursuant to D.R.M.C., Chapter 58, Art. I, Div. 3, Secs. 58-24(a).

169. Accordingly, Plaintiff and the other Denver Class Members are entitled to recover their unpaid minimum wages, interest on the unpaid wages at a rate of 12 percent per annum from the date such wages were first due, a penalty in the amount of \$100 to each worker whose rights under the DRMC were violated for each day that the violation occurred or continued, and liquidated damages in an amount equal to three times the amount of unpaid wages. *See* D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-6(a).

170. Plaintiff and the other Denver Class Members are also entitled to attorneys' fees, costs, statutory interest, and all other relief deemed appropriate by the Court. *See* D.R.M.C., Chapter 58, Art. I, Div. 1, Sec. 58-6(a)(4).

JURY DEMAND

171. Plaintiff demands a trial by jury on all Counts.

RELIEF SOUGHT

WHEREFORE, Plaintiff, individually and on behalf of the other Colorado Recruiters, seeks the following relief:

- a. An Order certifying Colorado Class and Denver Class and certifying this litigation as a class action pursuant to C.R.C.P. 23;
- b. An Order appointing Plaintiff and his counsel to represent the interests of the Putative Class Members;
- c. An Order authorizing prompt notice of this litigation to all Putative Class Members;
- d. An Order finding Addison liable to Plaintiff and the other Colorado Recruiters for the unpaid overtime wages owed under the CWCA, an automatic penalty of the greater of two times the amount of the unpaid wages or compensation of \$1,000, plus treble damages in the amount of three times their unpaid wages or \$3,000, whichever is greater;
- e. An Order finding Addison liable to Plaintiff and the other Colorado Recruiters for their unpaid earned wages owed under the CWCA, an automatic penalty of the greater of two times the amount of the unpaid wages or compensation of \$1,000, plus treble damages in the amount of three times their unpaid earned wages or \$3,000, whichever is greater;
- f. An Order finding Addison liable to Plaintiff and the Colorado Recruiters for their unpaid minimum wages owed under the CMWA, plus interest;
- g. An Order finding Addison liable to Plaintiff and the Denver Class for their unpaid Denver minimum wages, overtime wages, liquidated damages equal to three times the amount of unpaid wages and overtime wages, penalties in the amount of \$100 per day to each worker whose rights under the DRMC were violated for each day such violation occurred or continued, interest at a rate of 12 percent per annum from the date such wages were first due, and any other relief owed under the DRMC.

- h. Judgment awarding Plaintiff and the other Putative Class Members all unpaid earned wages, unpaid minimum wages, unpaid overtime wages, liquidated damages, treble damages, statutory damages, and any other penalties available under the CWCA, CMWA, and DRMC;
- i. An Order awarding attorneys' fees, costs, and expenses;
- j. Pre- and post-judgment interest at the highest applicable rates; and
- k. Such other and further relief as may be necessary and appropriate.

Dated: January 30, 2025

Respectfully submitted,

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**Pro hac vice applications forthcoming*

**ATTORNEYS FOR PLAINTIFF &
THE COLORADO RECRUITERS**