

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CASSIDY WHITE, BRANDEN ATTILIIS,  
RITIKA SIDHARTHA, and LOGAN HORST,  
Individually and For Others Similarly Situated,

Plaintiff,

v.

APFS LLC d/b/a ADDISON PROFESSIONAL  
FINANCIAL SEARCH

Defendant.

**Case No. 1:23-cv-05464**

**SECOND AMENDED CLASS ACTION COMPLAINT**

**SUMMARY**

1. Cassidy White (White), Branden Attiliis (Attiliis), Ritika Sidhartha (Sidhartha) and Logan Horst (Horst) (together, “Plaintiffs”) bring this lawsuit to recover unpaid overtime wages and other damages from APFS LLC d/b/a Addison Professional Financial Search (Addison) under the Fair Labor Standards Act (FLSA), the Illinois Minimum Wage Law (IMWL), the DC Minimum Wage Law (DCMWA), DC Wage Payment and Collection Law (DCWPCL), the New York Labor Law (NYLL), and the Pennsylvania Minimum Wage Act (PMWA).

2. White worked for Addison as a Recruiter in Illinois.

3. Attiliis worked for Addison as a Recruiter in Washington D.C.

4. Sidhartha worked for Addison as a Recruiter in New York.

5. Horst worked for Addison as a Recruiter in Pennsylvania.

6. Plaintiffs and the Putative Class Members (as defined below) regularly worked more than 40 hours each week.

7. But Addison did not pay them overtime wages.

8. Instead of paying overtime wages, Addison uniformly misclassified Plaintiffs and the Putative Class Members as exempt employees and paid them a salary with no overtime compensation.

9. Addison's uniform salary with no overtime pay scheme violates the FLSA, IMWL, DCMWA, DCWPCL, NYLL, and PMWA by depriving non-exempt employees (Plaintiffs and the Putative Class Members) of overtime wages for all hours worked after 40 in a workweek.

### **JURISDICTION & VENUE**

10. This Court has original subject matter jurisdiction because this case presents a federal question under the FLSA. 29 U.S.C. § 216(b); 28 U.S.C. § 1331.

11. The Court also has supplemental jurisdiction over any state law class pursuant to 28 U.S.C. § 1367 because these claims arise from a common nucleus of operative facts.

12. The Court has general personal jurisdiction over Addison because Addison maintains its headquarters in Chicago, Illinois and, therefore, resides in Illinois.

13. Venue is proper under 28 U.S.C. § 1391(b)(1) because Addison maintains its headquarters in Chicago, Illinois, which is in this District and Division.

### **PARTIES**

14. White was employed by Addison as a Recruiter in Schaumburg, Illinois from approximately November 2019 through August 2021.

15. Attiliis was employed by Addison as a Recruiter in Washington, D.C. from approximately December 2022 through October 2024.

16. Sidhartha was employed by Addison as a Recruiter in New York from approximately July 2022 onward.

17. Horst was employed by Addison as a Recruiter in Philadelphia, Pennsylvania from approximately June 2022 to January 2024.

18. Addison misclassified Plaintiffs as exempt and paid them under its uniform salary with no overtime pay scheme.

19. Plaintiffs bring this action on behalf of themselves and all other similarly situated Recruiters who were paid under Addison's illegal salary with no overtime pay scheme.

20. Addison misclassified each of these Recruiters as exempt and paid them a salary with no overtime wages for the hours they worked after 40 in a workweek.

21. The putative collective is properly defined as:

**All Recruiters employed by Addison at any time during the past 3 years who were paid a salary and no overtime compensation (the "FLSA Recruiters").**

22. White also seeks certification of such a class under the IMWL pursuant to Fed. R. Civ. P. 23.

23. The putative class is properly defined as:

**All Recruiters employed by Addison in Illinois at any time during the past 3 years who were paid a salary and no overtime compensation (the "Illinois Recruiters").**

24. Attiliis also seeks certification of a class under the DCMWA and DCWPCL pursuant to Fed. R. Civ. P. 23. The putative class is properly defined as:

**All Recruiters employed by Addison in Washington D.C. at any time during the past 3 years who were paid a salary and no overtime compensation (the "DC Recruiters").**

25. Sidhartha also seeks certification of a class under the NYLL pursuant to Fed. R. Civ. P. 23. The putative class is properly defined as:

**All Recruiters employed by Addison in New York at any time during the past 6 years and 228 days<sup>1</sup> who were paid a salary and no overtime compensation (the "New York Recruiters").**

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<sup>1</sup> This class period is due to Governor Cuomo's Executive Orders that tolled the applicable NYLL statute of limitations during the COVID-19 pandemic for a total of 228 days. *See Brash v. Richards*, 195 A.D. 3d 582, 2021 WL 2213786, 2021 N.Y. Slip Op 03436 (App. Div. 2d Dep't June 2, 2021).

26. Horst also seeks certification of a class under the PMWA pursuant to Fed. R. Civ. P.

23. The putative class is properly defined as:

**All Recruiters employed by Addison in Pennsylvania at any time during the past 3 years who were paid a salary and no overtime compensation (the “Pennsylvania Recruiters”).**

27. The FLSA Collective Members, Illinois Recruiters, DC Recruiters, New York Recruiters and Pennsylvania Recruiters are collectively referred to as the “Putative Class Members.”

28. The Putative Class Members are easily ascertainable from Addison’s business and personnel records.

29. Addison is a Delaware limited liability company that maintains its headquarters in Chicago, Illinois.

30. Addison may be served through its registered agent: **Illinois Corporation Service Co., 801 Adlai Stevenson Drive, Springfield, Illinois 62703.**

#### **COVERAGE UNDER THE FLSA**

31. At all relevant times, Addison was an “employer” within the meaning of Section 3(d) of the FLSA. 29 U.S.C. § 203(d).

32. At all relevant times, Addison was an “enterprise” within the meaning of Section 3(r) of the FLSA. 29 U.S.C. § 203(r).

33. At all relevant times, Addison was an “enterprise engaged in commerce or in the production of goods for commerce” within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1).

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(holding executive order tolled rather than suspended statutes of limitations under New York law); ***McLaughlin v. Snowlift Inc.***, 71 Misc. 3d 1226(A) (Sup. Ct., Kings Cnty. 2021) (calculating that, together, Governor Cuomo’s Executive Orders lasted 228 days).

34. At all relevant times, Addison had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, including but not limited to, mobile devices, document scanners, printers, telephones, and other goods or materials that have moved in, or were produced for, commerce.

35. Addison's annual gross volume of sales made or business done have far exceeded the minimum (\$500,000.00) required for coverage under the FLSA during each of the last 3 years.

36. At all relevant times, the Putative Class Members were Addison's "employees" within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e).

37. At all relevant times, the Putative Class Members were engaged in commerce or in the production of goods for commerce.

38. Addison uniformly misclassified the Putative Class Members as exempt and paid them a salary with no overtime wages.

39. As a result of Addison's illegal salary with no overtime pay scheme, Addison deprived non-exempt employees (White and the Putative Class Members) of the overtime wages they are owed.

40. Addison's salary with no overtime pay scheme therefore violates the FLSA. 29 U.S.C. § 207(a) & (e).

#### **FACTUAL ALLEGATIONS**

41. Addison offers staffing and recruiting services in "industry sectors [such as] information technology, finance and accounting, non-clinical healthcare, human resources, administrative, and digital marketing."<sup>2</sup>

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<sup>2</sup> <https://addisongroup.com/services/staffing-services/> (last visited August 11, 2023).

42. To provide these services to its clients, Addison employs recruiting personnel, including the Putative Class Members, across the country, including in Illinois and D.C.

43. For example, White worked for Addison as a Recruiter in Addison's Chicago-area office in Illinois from approximately November 2019 through August 2021.

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

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

46. Likewise, Attiliis worked for Addison as a Recruiter in Addison's Washington, D.C. office from approximately December 2022 through October 2024.

47. Attiliis regularly worked more than 40 hours per week.

48. Throughout his employment, Addison classified Attiliis as exempt and paid him a flat salary every week and failed to pay him overtime wages for the weeks when he worked more than 40 hours in a workweek.

49. Likewise, Sidhartha worked for Addison as a Recruiter in Addison's New York office starting in approximately July 2022.

50. Sidhartha regularly worked more than 40 hours per week.

51. Throughout her employment, Addison classified Sidhartha as exempt and paid her a flat salary every week and failed to pay her overtime wages for the weeks when she worked more than 40 hours in a workweek.

52. Likewise, Horst worked for Addison as a Recruiter in Addison's Philadelphia, Pennsylvania. office from approximately June 2022 through January 2024.

53. Horst regularly worked more than 40 hours per week.

54. Throughout his employment, Addison classified Horst as exempt and paid him a flat salary every week and failed to pay him overtime wages for the weeks when he worked more than 40 hours in a workweek.

55. Addison paid Plaintiffs and the Putative Class Members under its illegal salary with no overtime pay scheme.

56. Addison typically scheduled Plaintiffs and the Putative Class Members for 9- to 10-hour shifts for 5 days a week.

57. And Plaintiffs and the Putative Class Members worked approximately 50 to 65 hours in a typical workweek (far in excess of the 40-hour threshold for overtime).

58. Plaintiffs' working relationship with Addison is similar to that of the Putative Class Members.

59. Plaintiffs' work schedules are typical of the Putative Class Members.

60. Addison knew Plaintiffs and the Putative Class Members regularly worked for at least 9 to 10 hours a day, for 5 days a week.

61. But Addison did not pay Plaintiffs or the Putative Class Members overtime wages for their hours worked after 40 in any of those weeks.

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

63. Despite misclassifying Plaintiffs and the Putative Class Members as exempt, White and the other Putative Class Members primarily perform non-exempt job duties.

64. The Putative Class Members' primary duties do not include supervising other Addison employees.

65. The Putative Class Members' primary duties are not management.

66. The Putative Class Members' primary duties do not require the exercise of independent judgment or discretion with respect to matters of significance.

67. Rather, the Putative Class Members' primary duties are routine and largely governed by standardized plans, procedures, and checklists created by Addison (and/or its clients).

68. 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.

69. As Addison Recruiters, Plaintiffs' and the Putative Class Members' primary duties include sourcing candidates for open job positions with Addison's clients.

70. In sum, Plaintiffs and the Putative Class Members are non-exempt employees and, therefore, entitled to overtime wages.

71. But Addison does not pay these non-exempt employees, including Plaintiffs and the other Putative Class Members, overtime wages when they work more than 40 hours in a workweek.

#### **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

72. Plaintiffs incorporate all other paragraphs by reference.

73. Plaintiffs bring their claims as a class and collective action on behalf of themselves and the Putative Class Members.

74. The Putative Class Members are uniformly victimized by Addison's exempt misclassification and salary with no overtime pay scheme.

75. Other Putative Class Members worked with Plaintiffs and indicated they were paid in the same manner, performed similar work, and were subject to Addison's same salary with no overtime pay scheme.

76. Based on their experience with Addison, Plaintiffs are aware Addison's illegal practices were imposed on the Putative Class Members.

77. The Putative Class Members are similarly situated in all relevant respects.

78. Even if their precise job duties and locations might vary, these differences do not matter for the purposes of determining their entitlement to overtime.

79. Rather, Addison's uniform salary with no overtime pay scheme renders Plaintiffs and the other Putative Class Members similarly situated for the purposes of determining their right to overtime pay.

80. Addison's records reflect the number of hours worked "on the clock" each week by the Putative Class Members.

81. Addison's records also show the Putative Class Members were paid a salary with no overtime wages for their overtime hours.

82. The back wages owed to Plaintiffs and the other Putative Class Members can be calculated using the same formula applied to the same records.

83. 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 detracting from the common nucleus of liability facts.

84. Therefore, the issue of damages does not preclude class or collective treatment.

85. Plaintiffs' experiences are therefore typical of the experiences of the Putative Class Members.

86. Plaintiffs have no interest contrary to, or in conflict with, the Putative Class Members that would prevent class or collective treatment.

87. Like each Putative Class Member, Plaintiffs have an interest in obtaining the unpaid wages owed under federal and/or state law.

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

89. Absent this class and collective action, many Putative Class Members will not obtain redress for their injuries, and Addison will reap the unjust benefits of violating the FLSA, IMWL, DCMWA, DCWPCL, NYLL, and PMWA.

90. Further, even if some of the Putative Class Members could afford individual litigation, it would be unduly burdensome to the judicial system.

91. Concentrating the litigation in one forum will promote judicial economy and consistency, as well as parity among the Putative Class Members' claims.

92. The questions of law and fact that are common to each Putative Class Member predominate over any questions affecting solely the individual members.

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

- a. Whether Addison misclassified Plaintiffs and the Putative Class Members as exempt;
- b. Whether Plaintiffs and the Putative Class Members were non-exempt from the FLSA's, IMWL's DCMWA', NYLL's, and/or PMWA's overtime provisions;
- c. Whether Addison's violations of the FLSA, IMWL, DCMWA, DCWPCL, NYLL, and/or PMWA resulted from a continuing course of conduct;
- d. Whether Addison's decision to classify Plaintiffs and the Putative Class Members as exempt was made in good faith;
- e. Whether Addison's decision to pay Plaintiffs and the Putative Class Members a salary without overtime was made in good faith; and
- f. Whether Addison's violation of the FLSA was willful.

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

95. As part of its regular business practices, Addison intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA, IMWL, DCMWA, DCWPCL, NYLL, and/or PMWA (together, the IMWL, DCMWA, DCWPCL, NYLL, and PMWA are the "State Wage Laws") with respect to Plaintiffs and the Putative Class Members.

96. Addison's illegal pay policy deprived Plaintiffs and the Putative Class Members of the premium overtime wages they are owed under state and/or federal law.

97. There are many similarly situated Putative Class Members who have been denied overtime pay in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it.

98. Notice of this lawsuit should be sent to the Putative Class Members pursuant to 29 U.S.C. § 216(b).

99. Those similarly situated workers are known to Addison, are readily identifiable, and can be located through Addison's business records.

**ADDISON'S FLSA VIOLATIONS WERE WILLFUL  
AND/OR DONE IN RECKLESS DISREGARD OF THE LAW**

100. Plaintiffs incorporate all other paragraphs by reference.

101. Addison knew it was subject to the overtime provisions of the FLSA and the State Wage Laws.

102. Addison knew the FLSA and State Wage Laws required it to pay non-exempt employees, including the Putative Class Members, overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked after 40 in a workweek.

103. Addison knew each Putative Class Member worked more than 40 hours in at least one workweek during the 3 years before this Complaint was filed because it expected and required these workers to do so.

104. Addison knew it paid the Putative Class Members a salary with no overtime pay.

105. Addison knew the Putative Class Members' primary duties do not include supervising any Addison employees.

106. Addison knew Plaintiffs and the Putative Class Members' primary duties were not management.

107. Addison knew the Putative Class Members' primary duties do not include exercising independent discretion or judgment with respect to matters of significance.

108. Addison knew the Putative Class Members primarily performed non-exempt work.

109. Nonetheless, Addison uniformly misclassified the Putative Class Members as exempt and refused to pay them overtime.

110. Addison's decision to misclassify Plaintiffs and the Putative Class Members as exempt employees was neither reasonable, nor was the decision to misclassify these employees as exempt made in good faith.

111. Likewise, Addison's failure to pay Plaintiffs and the Putative Class Members overtime compensation was neither reasonable, nor was the decision not to pay these employees overtime compensation made in good faith.

112. Addison knew, should have known, or showed reckless disregard for whether the conduct described in this Complaint violated the FLSA and the State Wage Laws.

113. Indeed, Addison did not investigate whether its recruiters were non-exempt under the FLSA or any State Wage Laws.

114. And Addison failed to conduct a time study of how much work its recruiters performed which required independent judgment.

115. Instead, Addison willfully violated the FLSA and State Wage Laws with respect to Plaintiffs and the Putative Class Members.

116. In fact, Addison has been sued previously by employees for failing to pay overtime wages, including for misclassifying its Recruiters as exempt and paying them under the same illegal salary with no overtime pay scheme. *See Vanderheyden, et al. v. APFS, LLC*, No. 1:21-CV-02242 (N.D. Ill.).

### **COUNT I**

**FAILURE TO PAY OVERTIME WAGES UNDER THE FLSA  
(FLSA RECRUITERS)**

117. Plaintiffs incorporate all other paragraphs by reference.

118. Plaintiffs bring their FLSA claim as a collective action on behalf of herself and the FLSA Recruiters.

119. Addison violated, and is violating, the FLSA by employing non-exempt employees (Plaintiffs and the FLSA Recruiters) in a covered enterprise for workweeks longer than 40 hours without paying such employees overtime wages at rates not less than 1.5 times their regular rates of pay for the hours they worked after 40 in a workweek.

120. Addison's unlawful conduct harmed Plaintiffs and the FLSA Recruiters by depriving them of the overtime wages they are owed.

121. Accordingly, Plaintiffs and the FLSA Recruiters are entitled to recover their unpaid overtime wages under the FLSA in an amount equal to 1.5 times their regular rate of pay, plus an equal amount as liquidated damages, as well as attorneys' fees and costs.

**COUNT II**

**FAILURE TO PAY OVERTIME WAGES UNDER THE IMWL  
(ILLINOIS RECRUITERS)**

122. White incorporates all other paragraphs by reference.

123. White brings her IMWL claim as a class action on behalf of herself and the Illinois Recruiters.

124. The conduct alleged violates the IMWL (820 ILCS 105/1, *et seq.*).

125. At all relevant times, Addison was an "employer" within the meaning of the IMWL.

126. At all relevant times, Addison employed White and the Illinois Recruiters as covered "employees" within the meaning of the IMWL.

127. The IMWL requires employers, like Addison, to pay non-exempt employees, including White and the Illinois Recruiters, overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked after 40 in a workweek.

128. Addison violated, and is violating, the IMWL by failing to pay non-exempt employees, including White and the Illinois Recruiters, overtime wages at rates not less than 1.5 times their regular rates for all hours worked after 40 in a workweek. *See* 820 ILCS 105/4a.

129. Addison's unlawful conduct harmed White and the Illinois Recruiters by depriving them of the overtime wages they are owed.

130. Accordingly, White and the Illinois Recruiters are entitled to recover their unpaid overtime compensation owed from the 3 years prior to the filing of this Complaint, treble damages, as well as monthly statutory damages on these amounts at the highest applicable rates, plus attorney's fees, costs, and expenses. *See* 820 ILCS 105/12(a).

### **COUNT III**

#### **FAILURE TO PAY OVERTIME WAGES UNDER DCMWA (DC CLASS)**

131. Plaintiffs incorporate all other paragraphs by reference.

132. Attiliis brings his overtime claim under the DCMWA on behalf of himself and the other DC Class Members pursuant to FED. R. CIV. P. 23.

133. Addison's conduct violates the DCMWA. *See* D.C. Code §§ 32-1001, *et seq.*

134. At all relevant times, Addison was subject to the DCMWA because Addison was (and is) an "employer" within the meaning of the DCMWA. *See* D.C. Code § 32-1002(3).

135. At all relevant times, Addison employed Attiliis and the other DC Class Members as its covered "employees" within the meaning of the DCMWA. *See* D.C. Code § 32- 1002(2).

136. The DCMWA requires employers, like Addison, to pay non-exempt employees, including Attiliis and the other DC Class Members, overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked over 40 in a workweek. D.C. Code § 32- 1003(c).

137. Attiliis and the other DC Class Members are entitled to overtime pay under the DCMWA.

138. Addison violated, and is violating, the DCMWA by failing to pay Attiliis and the other DC Class Members overtime wages at rates not less than 1.5 times their regular rates of pay for all hours worked over 40 in a workweek. *See* D.C. Code § 32-1003(c).

139. Addison's unlawful conduct harmed Attiliis and the other DC Class Members by depriving them of the overtime wages they are owed.

140. Accordingly, Addison owes Attiliis and the other DC Class Members their unpaid overtime wages, statutory penalties, plus an additional amount as liquidated damages equal to treble the amount of the unpaid wages. *See* D.C. Code §§ 32-1012(b) and 32-1308(a).

141. Finally, Attiliis and the other DC Class Members are entitled to recover their reasonable attorney's fees, costs, and expenses incurred in this action. *See* D.C. Code § 32-1308(a).

#### **COUNT IV**

#### **FAILURE TO PAY OVERTIME WAGES UNDER THE DCWPCL (DC CLASS)**

142. Attiliis incorporates all other paragraphs by reference.

143. Attiliis brings his earned wages claim under the DCWPCL on behalf of himself and the other DC Class Members pursuant to FED. R. CIV. P. 23.

144. Addison's conduct violates the DCWPCL. *See* D.C. Code §§ 32-1301, et seq.

145. At all relevant times, Addison was subject to the DCWPCL because Addison was (and is) an "employer" within the meaning of the DCWPCL. *See* D.C. Code § 32- 1301(1B).

146. At all relevant times, Addison employed Attiliis and the other DC Class Members as its covered “employees” within the meaning of the DCWPCL. *See* D.C. Code § 32- 1301(2).

147. The DCWPCL requires employers, like Addison, to pay employees, including Attiliis and the other DC Class Members, all wages earned, due, and owing on their regular paydays and upon termination of their employment. D.C. Code §§ 32-1302 and 1303.

148. Addison violated, and is violating, the DWPCCL by failing to pay Attiliis and the other DC Class Members all their wages earned on their regular paydays and/or upon termination of their employment. *See* D.C. Code §§ 32-1302 and 1303.

149. Addison’s unlawful conduct harmed Attiliis and the other DC Class Members by depriving them of the earned wages they are owed for work they performed.

150. Accordingly, Addison owes Attiliis and the other DC Class Members their unpaid earned wages, statutory penalties, plus 10 percent of the unpaid wages for each working day during which such failure to pay the earned wages due shall continue or an additional amount as liquidated damages equal to treble the amount of the unpaid wages. *See* D.C. Code § 32-1303(4) and 1308(a).

151. Finally, Attiliis and the other DC Class Members are entitled to recover their reasonable attorney’s fees, costs, and expenses incurred in this action. *See* D.C. Code § 32-1308(a).

#### **COUNT IV**

#### **FAILURE TO PAY WAGES UNDER NYLL (NEW YORK CLASS)**

152. Sidhartha incorporates all other paragraphs by reference.

153. Sidhartha brings her NYLL claims as a class action on behalf of herself and the other New York Recruiters pursuant to Fed. R. Civ. P. 23.

154. Addison’s conduct violates the NYLL and its implementing regulations. *See* NYLL §§ 190, *et seq.* and 650, *et seq.*; 12 NYCRR Part 142-3.2.

155. At all relevant times, Addison's was subject to the NYLL because Addison was (and is) an "employer" within the meaning of the NYLL. NYLL §§ 190(3) and 651(6).

156. At all relevant times, Addison employed Sidhartha and each New York Class Member as its covered "employees" within the meaning of the NYLL. NYLL §§ 190(2) and 651(5).

157. The NYLL requires employers like Addison to pay non-exempt employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week. NYLL §§ 190, *et seq.* and 650, *et seq.*; 12 NYCRR Part 142-3.2 and 142-3.14.

158. Sidhartha and each New York Recruiter are entitled to overtime pay under the NYLL.

159. Addison has and had a policy and practice of misclassifying Sidhartha and each New York Recruiter as exempt from overtime pay and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

160. Sidhartha and the New York Recruiters seek unpaid overtime in amount equal to 1.5 times the regular rate of pay for work performed in excess of 40 hours in a workweek, prejudgment interest, all available penalty wages, and such other legal and equitable relief as the Court deems just and proper.

161. Sidhartha and the New York Recruiters also seek recovery of attorneys' fees, costs, and expenses of this action, to be paid by Addison, as provided by the costs.

#### **COUNT V**

#### **FAILURE TO PAY OVERTIME WAGES UNDER PMWA (PENNSYLVANIA CLASS)**

162. Horst incorporates all other paragraphs by reference.

163. Horst brings his PMWA claims as a class action on behalf and himself and the other Pennsylvania Recruiters pursuant to Fed. R. Civ. P. 23.

164. Addison is subject to the overtime requirements of the PMWA because Addison is an employer under 43 P.S. § 333.103(g).

165. During all relevant times, Horst and the Pennsylvania Recruiters were covered employees entitled to the PMWA's protections. *See* 43 P.S. § 333.103(h).

166. Addison's compensation scheme applicable to Horst and the Pennsylvania Recruiters failed to comply with either 43 P.S. § 333.104(c) or 34 Pa. Code § 231.43(b).

167. At all relevant times, Addison was subject to the requirements of the PMWA.

168. At all relevant times, Addison employed Horst and each Pennsylvania Recruiter as an "employee" within the meaning of the PMWA.

169. The PMWA requires employers like Addison to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week. Horst and each Pennsylvania Recruiter are entitled to overtime pay under the PMWA.

170. Addison has and had a policy and practice of misclassifying Horst and each Pennsylvania Recruiter as exempt from overtime pay and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

171. Horst and the Pennsylvania Recruiters seek unpaid overtime in amount equal to 1.5 times the regular rate of pay for work performed in excess of 40 hours in a workweek, prejudgment interest, all available penalty wages, and such other legal and equitable relief as the Court deems just and proper.

172. Horst and the Pennsylvania Recruiters also seek recovery of attorneys' fees, costs, and expenses of this action, to be paid by Addison, as provided by the costs.

#### **JURY DEMAND**

173. Plaintiffs hereby demand a trial by jury.

#### **RELIEF SOUGHT**

WHEREFORE, Plaintiffs, individually and on behalf of the Putative Class Members, respectfully requests that this Court grant the following relief:

- a. An Order designating this lawsuit as a collective action and authorizing notice pursuant to 29 U.S.C. § 216(b) to the FLSA Recruiters to permit them to join this action by filing a written notice of consent;
- b. An Order certifying a Rule 23 class action on behalf of the Illinois Recruiters;
- c. An Order certifying a Rule 23 class action on behalf of the DC Recruiters;
- d. An Order certifying a Rule 23 class action on behalf of the New York Recruiters;
- e. An Order certifying a Rule 23 class action on behalf of the Pennsylvania Recruiters;
- f. An Order appointing Plaintiffs and their counsel to represent the interests of the Putative Class Members;
- g. An Order finding Addison liable to Plaintiffs and the FLSA Recruiters for unpaid overtime owed under the FLSA, plus liquidated damages in an amount equal to their unpaid compensation;
- h. An Order finding Addison liable to White and the Illinois Recruiters for unpaid overtime wages owed under the IMWL, treble damages, as well as monthly statutory damages at the rate of 5% per month in the amount of the underpayment;
- i. An Order finding Addison liable to Attiliis and the other DC Recruiters for their unpaid overtime wages owed under the DCMWA, statutory penalties, plus an additional amount as liquidated damages equal to treble the amount of the unpaid wages;
- j. An Order finding Addison liable to Attiliis and the other DC Class Members for their unpaid earned wages owed under the DCWPCL, statutory penalties,

plus an additional amount as liquidated damages equal to 10 percent of the unpaid wages for each working day during which such failure to pay the earned wages due shall continue or treble the amount of the unpaid wages;

- k. An Order finding Addison liable to Sidhartha and the other New York Recruiters for their unpaid overtime wages owed under the NYLL, plus statutory penalties and liquidated damages in an amount equal to their unpaid wages;
- l. An Order finding Addison liable to Horst and the other Pennsylvania Recruiters for their unpaid overtime wages owed and any/all other damages available under the PMWA;
- m. A judgment against Addison awarding Plaintiffs and the Putative Class Members all their unpaid overtime compensation, liquidated damages, treble damages, monthly statutory damages, and any other penalties available under the FLSA, IMWL, DCMWA, DCWPCL, NYLL, and PMWA;
- n. An order awarding attorney's fees, costs, and expenses;
- o. Pre- and post-judgment interest at the highest applicable rates; and
- p. Such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: /s/ Michael A. Josephson

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**CERTIFICATE OF SERVICE**

I served a copy of this document on all counsel of record via the Court's ECF system on March 11, 2025.

/s/ Michael A. Josephson  
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