

SUBJECT MATTER JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

5. Venue is proper in the Southern District of Texas, because a substantial portion of the events forming the basis of this suit occurred in the Southern District of Texas.

PARTIES AND PERSONAL JURISDICTION

6. Plaintiff Cecilia Navarre is an individual residing in Harris County, Texas. Plaintiff's written consent form to this action was previously filed with the Original Complaint.

7. Plaintiff Amol Hardikar is an individual residing in Harris County, Texas. Plaintiff's written consent form to this action was previously filed with the Original Complaint.

8. Plaintiff Tia Williams is an individual residing in Harris County, Texas. Plaintiff's written consent form to this action was previously filed with the Original Complaint.

9. The Class Members are Defendants' hourly paid current and former consultants, associates, financial analysts and business analysts throughout the United States.

10. Defendant Modis, Inc. is a Florida Corporation. This Defendant has been served in accordance with the Federal Rules and the executed summons has been filed with this Court.

11. Defendant Adecco Solutions, Inc. is a Delaware Corporation. Defendant's counsel has agreed to accept service on its behalf.

12. Defendant West Publishing Corporation is a Minnesota Corporation and a Thomson Reuters company. Defendant's counsel has agreed to accept service on its behalf.

13. This Court has personal jurisdiction over Modis, Inc., Adecco Solutions, Inc., and West Publishing Corporation, because said Defendants purposefully availed themselves of the privilege of conducting activities in the state of Texas and established minimum contacts

sufficient to confer jurisdiction over said Defendants, and the assumption of jurisdiction over Defendants will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

14. Defendants have and continue to have continuous and systematic contacts with the State of Texas sufficient to establish general jurisdiction over said Defendants.

15. In particular, Defendants contract with residents and businesses in Texas. Defendants advertise in Texas. Defendants also have multiple offices in Texas.

16. This cause of action arose from or relates to the contacts of Defendants with Texas residents, thereby conferring specific jurisdiction over said Defendants as well.

17. In particular, Defendants employed Texas citizens and failed to pay them for all hours worked in accordance with the Fair Labor Standards Act. This claim is based on the exact contact that Defendants have had with the forum state.

18. Furthermore, Defendants engaged in activities constituting business in the State of Texas in that said Defendants contracted with Texas residents and performance of the agreements in whole or in part thereof was to occur in Texas, and the Defendants recruit or have recruited Texas residents for employment inside or outside this state.

FLSA COVERAGE

19. At all material times, Defendants have been employers within the meaning of 3(d) of the FLSA. 29 U.S.C. § 203(d).

20. At all material times, each defendant has been an enterprise within the meaning of 3(r) of the FLSA. 29 U.S.C. § 203(r). In the alternative one or more of Defendants formed a joint enterprise for purposes of coverage under the FLSA.

21. At all material times, each defendant has been an enterprise or enterprise in commerce or in the production of goods for commerce within the meaning of 3(s)(1) of the FLSA because Defendants have had and continue to have employees engaged in commerce. 29 U.S.C. § 203(s)(1).

22. Furthermore, Defendants have an annual gross business volume of not less than \$500,000.00.

FACTS

23. Defendants Modis, Inc. and Adecco Solutions, Inc. are professional staffing companies. Said Defendants provide their services to companies nationwide.

24. Defendants Modis, Inc. and Adecco Solutions, Inc. contracted with Defendant West Publishing Corporation to provide consultants, associates, financial analysts and business analysts. Not only did they provide employees to West Publishing Corporation, they also participated in the management and supervision of these employees.

25. Plaintiffs were employed as consultants, associates, financial analysts and business analysts. As such, their primary duty consisted of data entry associated with required business and financial filings.

26. Plaintiffs were hourly paid employees.

27. Although Plaintiffs were required to work more than forty (40) hours per work-week, and did so frequently, Plaintiffs were not compensated at the FLSA mandated time-and-a-half rate for hours in excess of forty (40) per work-week. Instead, they were paid at a flat hourly rate for all hours worked, regardless of how many hours they actually worked. That is, Defendants paid Plaintiffs straight time for overtime.

28. Defendants Modis, Inc. and Adecco Solutions, Inc. hired/fired, issued pay, supervised, directed, disciplined, scheduled and performed all other duties generally associated with that of an employer with regard to the Plaintiffs.

29. Among the facts which demonstrate Defendant West Publishing Corporation's status as a joint employer of the Plaintiffs are:

- a. West Publishing Corporation set the hours to be worked by the Plaintiffs and recorded and maintained electronic time records.
- b. West Publishing Corporation provided training to the Plaintiffs.
- c. West Publishing Corporation directed the work of the Plaintiffs.
- d. West Publishing Corporation provided guidance on how each assigned task was to be performed by the Plaintiffs.
- e. West Publishing Corporation provided equipment, E-mail addresses, and office space to the Plaintiffs for the duration of their employment.

30. No FLSA exemption applies to hourly paid employees such as the Plaintiffs. Plaintiffs are non-exempt employees.

31. Defendants' method of paying Plaintiffs and Class Members in violation of the FLSA was willful, and was not based on a good faith and reasonable belief that their conduct did not violate the FLSA.

COLLECTIVE ACTION ALLEGATIONS

32. Plaintiffs have actual knowledge that Class Members have also been denied overtime pay for hours worked over forty (40) hours per workweek.

33. Other employees similarly situated to Plaintiffs worked for Defendants in a similar capacity, but were not paid overtime at the rate of one and one-half their regular rate

when those hours exceeded forty (40) hours per workweek. That is, Plaintiffs worked with other consultants, associates, financial analysts and business analysts who worked throughout the United States.

34. Although Defendants permitted and/or required the Class Members to work in excess of forty (40) hours per workweek, Defendants have denied them full compensation for their hours worked over forty (40).

35. The Class Members perform or have performed the same or similar work as the Plaintiffs.

36. Class Members regularly work or have worked in excess of forty (40) hours during a workweek.

37. Class Members are not exempt from receiving overtime under the FLSA.

38. As such, Class Members are similar to Plaintiffs in terms of job duties, pay structure, and/or the denial of overtime.

39. Defendants' failure to pay overtime compensation at the rate required by the FLSA results from generally applicable policies or practices, and does not depend on the personal circumstances of the Class Members.

40. The experiences of the Plaintiffs, with respect to their pay, are typical of the experiences of the Class Members.

41. The specific job titles or precise job responsibilities of each Class Member does not prevent collective treatment.

42. All Class Members, irrespective of their particular job requirements, are entitled to overtime compensation for hours worked in excess of forty (40) during a workweek.

43. Although the exact amount of damages may vary among Class Members, the damages for the Class Members can be easily calculated by a simple formula. The claims of all Class Members arise from a common nucleus of facts. Liability is based on a systematic course of wrongful conduct by the Defendants that caused harm to all Class Members.

44. As such, the class of similarly situated Plaintiffs is properly defined as follows:

The Class includes all current and former hourly paid consultants, associates, financial analysts and business analysts of Defendants throughout the United States during the three-year period before the filing of this Complaint.

PLAINTIFFS AND CLASS MEMBERS' OVERTIME WAGE CLAIM

45. Plaintiffs and Class Members incorporate all allegations contained in the foregoing paragraphs.

46. Defendants' practice of failing to pay Plaintiffs and Class Members for all hours violates the FLSA. *See* 29 U.S.C. § 207.

47. None of the exemptions provided by the FLSA regulating the duty of employers to pay overtime at a rate not less than one and one-half times the regular rate at which its employees are employed are applicable to the Defendants or to the Plaintiffs and Class Members.

48. Defendants paid Plaintiffs and Class Members a flat hourly rate for all time worked over 40 in a workweek, and failed to pay Plaintiffs and Class Members the legally mandated time and one-half rate for the hours worked over 40 in a workweek. That is, Defendants paid Plaintiffs and Class Members straight time for overtime.

49. Defendants' compensation policy violates the FLSA.

50. No exemption excuses the Defendants from paying the federally mandated overtime rates for hours worked over forty.

51. Nor have the Defendants made a good faith effort to comply with the FLSA.

52. Instead, the Defendants knowingly, willfully, or with reckless disregard carried out its illegal pattern or practice regarding overtime compensation.

OVERTIME WAGE DAMAGES SOUGHT

53. Plaintiffs and Class Members are entitled to recover their unpaid overtime compensation.

54. Plaintiffs and Class Members are entitled to an amount equal to all of their unpaid overtime wages as liquidated damages. 29 USC § 216(b).

55. Plaintiffs and Class Members are entitled to recover attorney's fees and costs as required by the FLSA. 29 USC § 216(b).

PRAYER

56. For these reasons, Plaintiffs and Class Members respectfully request that judgment be entered in their favor awarding them the following:

- a. Overtime compensation for all hours worked over forty in a workweek at the applicable time-and-a-half rate;
- b. An equal amount as liquidated damages as allowed under the FLSA;
- c. Reasonable attorney's fees, costs and expenses of this action as provided by the FLSA; and
- d. Such other relief to which Plaintiffs and Class Members may be entitled, at law or in equity.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on all opposing parties by and through their attorney(s) of record via the Southern District's CM/ECF system on July 14, 2011.

/s/ Ricardo J. Prieto
Ricardo J. Prieto