

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT CINCINNATI

|                           |   |                             |
|---------------------------|---|-----------------------------|
| _____                     | ) |                             |
| SHONDA CRISP,             | ) | Case No. 1:21-cv-180        |
|                           | ) |                             |
| Plaintiff,                | ) | JUDGE                       |
|                           | ) |                             |
| v.                        | ) |                             |
|                           | ) | <b><u>JURY DEMANDED</u></b> |
| NEW BEGINNINGS BEHAVIORAL | ) |                             |
| HEALTH, LLC,              | ) |                             |
|                           | ) |                             |
| -and-                     | ) |                             |
|                           | ) |                             |
| KAREN WADDLE,             | ) |                             |
|                           | ) |                             |
| -and-                     | ) |                             |
|                           | ) |                             |
| TINA HOWELL               | ) |                             |
|                           | ) |                             |
| -and-                     | ) |                             |
|                           | ) |                             |
| SHERRIE HOWELL            | ) |                             |
|                           | ) |                             |
| Defendants.               | ) |                             |
| _____                     | ) |                             |

**COMPLAINT**

**I. INTRODUCTION**

1. This is an action brought by Shonda Crisp (“Plaintiff”) against New Beginnings Behavioral Health, LLC (“Defendant New Beginnings”), Karen Waddle (“Defendant Waddle”), Tina Howell (“Defendant Tina Howell”), and Defendant Sherrie Howell (“Defendant Sherrie Howell”) (hereinafter Defendant New Beginnings, Defendant Waddle, Defendant Tina Howell, and Defendant Sherrie Howell will be collectively referred to as “Defendants”).

2. Defendants have unlawfully failed to pay Plaintiff the state and federally required minimum wage for all hours worked and overtime wages for hours she worked in excess of forty (40) in a given workweek and have also failed to provide, at no charge, information at the request

of an employee or person acting on behalf of an employee information including name, address, occupation, pay rate, hours worked for each day worked, and each amount paid for the specific employee making such a request, in violation of O.R.C. § 4111.14(G). Plaintiff seeks all available relief under the Ohio Constitution, the Ohio Minimum Fair Wage Standards Act, O.R.C. §§ 4111 *et seq.*, (“the Ohio Wage Act”), and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207. Additionally, Defendants have violated the Ohio Prompt Pay Act, O.R.C. § 4113.15 (“OPPA”) (the Ohio Wage Act and the OPPA will be referred to collectively as “the Ohio Acts”) by failing to pay Plaintiff within thirty (30) days of their last date worked.

3. Accordingly, Plaintiff brings this action to recover both unpaid wages and overtime wages and related damages.

## **II. JURISDICTION AND VENUE**

4. The jurisdiction of this Court is invoked pursuant to federal question jurisdiction under 28 U.S.C. § 1331, in that this case arises under a federal law of the United States.

5. This Court has supplemental jurisdiction over Plaintiff’s Ohio state law claims pursuant to 28 U.S.C. § 1367 because these claims are so related to Plaintiff’s claims under the FLSA that they form part of the same controversy.

6. Venue in the Southern District of Ohio is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the unlawful conduct described herein occurred within Lawrence County, Ohio and Defendants’ place of business resides in this district.

## **III. THE PARTIES**

7. Plaintiff Shonda Crisp is an adult who resides at 3703 County Rd. 19, Kitts Hill, Ohio 45645 (Lawrence County). From approximately April 11, 2019 to approximately the middle of July 2020, Plaintiff Crisp worked for Defendant New Beginnings, Defendant Waddle, Defendant Tina Howell, and Defendant Sherrie Howell (hereinafter collectively referred to as “Defendants”) in the State of Ohio at a multitude of Defendants’ locations as a Chemical

Dependency Counseling Assistant (CDCA) providing continuing in-house care to patients within Defendants' facility. During her shifts, Plaintiff Crisp performed observation of patients, ensured that patients had their necessary medications, conducted narcotics anonymous meetings (NA) meetings, and kept track of Defendants' monitors and cameras at Defendants' place of business in Lawrence County, Ohio. Plaintiff Crisp's signed consent form is attached as **Exhibit A**.

8. From approximately April 11, 2019, to approximately the middle of July 2020, Plaintiff Crisp was a joint "employee" of Defendants as defined by the FLSA, § 203(e)(1), and within the meaning set forth in the Ohio Wage Act.

9. During her employment with Defendants, Plaintiff Crisp was not fully and/or properly paid for all compensable hours worked because Defendants jointly did not adequately compensate Plaintiff Crisp for her total hours worked, resulting in unpaid wages and unpaid overtime wages.

10. Defendant New Beginnings Behavioral Health, LLC is a domestic for-profit Limited Liability Corporation doing business out of 322 Spruce Street, Ironton, OH 45638. Process may be served on its Registered Agent, Karen Waddle, 202 North Fifth Street, Ironton, Ohio 45638.

11. Defendant New Beginnings operates a mental health clinic that treats alcohol and drug addiction, and opioid or heroin-specific addiction by offering addiction counselors and in-house care at its transitional/residential housing facility within the Ironton area.

12. Per its Articles of Organization, Defendant New Beginnings stated business purpose is that of providing behavioral healthcare services (mental health counseling, substance abuse counseling and foster care/residential care) to adults, families, and youth in Ohio.

13. Upon information and belief, Defendant Karen Waddle is an individual residing in Pedro, Ohio and is the owner of Defendant New Beginnings. Process may be served on her at 782 State Route 522, Pedro, Ohio 45659.

14. Upon information and belief, defendant Tina Howell is an individual residing in Franklin Furnace, Ohio, is a daughter of Defendant New Beginnings' owner Defendant Karen Waddle, and acted as a house monitor supervisor for Defendant New Beginnings. Process may be served on her at 16 Giant Drive, Franklin Furnace, Ohio 45629.

15. Upon information and belief, Defendant Sherrie Howell is an individual residing in Coal Grove, Ohio, is a daughter of Defendant new Beginnings' owner Defendant Karen Waddle, and acted as an executive director for Defendant New Beginnings. Process may be served on her at 530 Lane Street, Coal Grove, Ohio 45638.

16. Upon information and belief, Defendants jointly operated and continue to operate the facility at 322 Spruce Street, Ironton, Ohio 45638 ("the Spruce Street Facility").

17. During all times material to this complaint, Defendants were joint employers within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and within the meaning set forth in the Ohio Wage Act.

18. During all times material to this complaint, Defendants jointly operated an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 203(s)(1)(B) of the FLSA, 29 U.S.C. § 203(s)(1)(B), in that said enterprise is engaged in the operation of a hospital, an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises of such institution (regardless of whether or not such hospital or institution is public or private or operated for profit or not for profit).

19. During all times material to this complaint, Defendants jointly operated 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), in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or has had employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, and in that said enterprise has had and has an annual gross volume of

sales made or business done of not less than \$500,000 per year (exclusive of excise taxes at the retail level).

20. During all times material to this complaint, Defendants jointly employed Plaintiff to work at the Spruce Street Facility within the meaning of the FLSA, the Ohio Constitution and the Ohio Acts.

#### **IV. STATEMENT OF FACTS**

21. Defendants are in the business of providing behavioral healthcare services (mental health counseling, substance abuse counseling and foster care/residential care), to adults, families and youth in Ohio.

22. Plaintiff Crisp was jointly employed by Defendants at a multitude of their locations as a Chemical Dependency Counselor Assistant (CDCA) providing continuing in-house care to patients within Defendants' facilities from approximately April 11, 2019, to approximately the middle of July 2020.

23. Plaintiff Crisp received her Chemical Dependency Counsel Assistant's certification online prior to working for Defendants.

24. Plaintiff Crisp initially worked at Defendants' male-facility located at 322 Spruce Street, Ironton, Ohio 45638, however from approximately July of 2019 to approximately September of 2019 she worked at Defendants' female-facility located at 5988 State Route 650, Ironton, Ohio 45638. After Plaintiff Crisp's time spent working at Defendants' female-facility, she was relocated back to Defendants' male-facility at 322 Spruce Street ("the Spruce Street Facility") and worked there from approximately October of 2019 to approximately the middle of July 2020.

25. Upon information and belief, while Plaintiff was jointly employed by Defendants, the Spruce Street Facility held up to twelve (12) clients at a time, of whom none of which were related to each other.

26. Upon information and belief, Plaintiff was supposed to be paid through checks written from Defendant New Beginnings.

27. Plaintiff was an hourly, non-exempt employee of Defendants' as defined in the FLSA and the Ohio Acts.

28. During her employment with Defendants, Plaintiff was not fully and properly paid for all of her compensable hours worked because Defendants jointly did not adequately compensate all of Plaintiff's compensable hours, resulting in unpaid wages and unpaid overtime wages.

29. Plaintiff regularly worked more than forty (40) hours in a workweek for nearly all of the time she jointly worked for Defendants.

30. Plaintiff's shifts were regularly scheduled from 8 a.m. to 4 p.m. from Monday through Sunday without a scheduled lunch break.

31. Plaintiff was to answer to one or all, depending on the circumstances at work, to Defendant Waddle, Defendant Sherri Howell, and/or Defendant Tina Howell.

32. Plaintiff would receive her tasks and schedules from any of the Defendants and was expected to complete said tasks and abide by said schedules.

33. Each of the Defendants would come to and stay at the Spruce Street Facility during any given workday at approximately varying times in order to supervise employees and give orders.

34. Defendant Karen Waddle would come to the Spruce Street Facility approximately once every six months, while Defendant Sherrie Howell would arrive there approximately once a month and Defendant Tina Howell would arrive there approximately every workday.

35. Plaintiff was jointly compensated by Defendants on an hourly basis and not a salary or fee basis.

36. Plaintiff's joint compensation by Defendants consisted of an hourly rate of \$11.50 per hour.

37. Plaintiff did not receive one and one-half times her regular rate for any hours she worked in excess of forty (40) in a workweek.

38. Per Defendants' joint policies, Plaintiff would record her time worked by physically writing her hours worked on timesheets kept by Defendants.

39. Upon completion of a time sheet, Plaintiff was to turn in her timesheet to Defendant Sherrie Howell at the Spruce Street Facility.

40. Upon information and belief, Plaintiff regularly worked over forty (40) hours within a given workweek during her time jointly employed by Defendants.

41. Jointly, Defendants regularly failed to pay Plaintiff her due overtime pay.

42. Instead, Defendants' joint pay practice regarding overtime hours was for Plaintiff to keep track of her hours worked over forty (40) in a workweek and to allocate those hours as "comp hours" for the potential to take paid time-off instead of paying 150% of Plaintiff's regular rate for all hours worked in a workweek.

43. This pay practice jointly put in place by Defendants resulted in Plaintiff not being paid the state and federally mandated one and one-half times her regular rate of pay for all hours worked in excess of forty (40) in a workweek.

44. Upon information and belief, Defendants jointly fell behind in their payment of employees several times, ultimately missing several payments to Plaintiff in July. In response, Plaintiff stated to Defendants that she would not work until she is paid for the work she has already done, of which she has still not been compensated for.

45. Upon information and belief, Plaintiff believes she is owed approximately one hundred (100) hours of pay by Defendants.

46. As a matter of economic reality, Defendants jointly employed Plaintiff at the Spruce Street Facility.

47. During all times material to this complaint, Defendants jointly operated the Spruce Street Facility.

48. During all times material to this complaint Defendants had significant joint operational control of all or at least significant aspects of the day-to-day operations of the Spruce Street Facility.

49. During all times material to this complaint, Defendants jointly made decisions in regard to significant aspects of the day-to-day functions of the Spruce Street Facility.

50. During all times material to this complaint, Defendants had the joint-authority to hire and fire employees, including Plaintiff.

51. During all times material to this complaint, Defendants jointly and, either directly or through their employees', supervised Plaintiff, and controlled Plaintiff's work schedule and her employment conditions.

52. In response to a Freedom of Information Act ("FOIA") Request sent by Plaintiff's counsel on October 14, 2020, requesting a Compliance Action Report and Narrative of Defendant New Beginnings' relating to any of Defendants' previous Fair Labor Standards Acts ("FLSA") investigations conducted by the Department of Labor ("DOL"), Plaintiff learned that Defendants had two (2) prior FLSA violations resulting in payment—one in 2018 and one in 2019.

53. On or about November 2, 2020, Plaintiff, through her attorney, sent her respective records request pursuant to O.R.C. § 4111.14(G), to which no reply containing employment records was ever received.

54. The unpaid work, both at Plaintiff's regular rate and the hours worked in excess of forty (40) in a workweek that should have been paid at one and one-half times her regular rate,



performed by Plaintiff directly benefited Defendants by reducing the cost of labor for Defendants who willfully withheld compensation for that work from her.

55. Plaintiff was furthering the business purposes of the Spruce Street Facility enterprise when she performed her job duties and when she performed the tasks that were integral and indispensable to her principal work activities.

56. Plaintiff was not paid on a salary basis and did not receive at least \$455.00 per week for all weeks she worked.

57. Plaintiff was Defendants' joint, "non-exempt" employee at the Spruce Street Facility under the FLSA, the Ohio Constitution and the Ohio Wage Act.

58. Plaintiff was not in a job classification and did not perform job duties which were exempt from the mandate under the FLSA, the Ohio Constitution, and/or the Ohio Wage Act to pay for all hours worked and/or overtime.

59. As a direct and proximate result of Defendants' joint unlawful conduct, Plaintiff suffered a loss of income and federal and Ohio wage violations.

60. The FLSA and Ohio Wage Act requires Defendants to pay overtime compensation to its employees at the rate of one and one-half times their regular rate for the hours they worked in excess of forty. 29 U.S.C. § 207; O.R.C. §§ 4111.03, 4111.10.

61. Defendants' violations of the FLSA and the Ohio Wage Acts are willful because Defendants did not have a good faith basis for the way they paid Plaintiff.

## **V. CAUSES OF ACTION**

### **COUNT I VIOLATIONS OF ARTICLE II, SECTION 34A OF THE OHIO CONSTITUTION AND O.R.C. 4111 FOR FAILURE TO PAY THE OHIO MINIMUM WAGE**

62. Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

63. Section 34a of Article II of the Ohio Constitution (“Ohio Constitution”) requires that every employer shall pay each of the employer’s employees at a wage rate of not less than the wage rate specified in Section 34a.

64. At all times relevant to this Complaint in 2019, the Ohio minimum wage for non-exempt employees was \$8.55 per hour.

65. At all times relevant to this Complaint in 2020, the Ohio minimum wage for non-exempt employees was \$8.70 per hour.

66. At all times relevant to this Complaint, Plaintiff was not exempt from the minimum wage provisions of the Ohio Constitution or the Ohio Wage Act.

67. Defendants jointly violated the Ohio Constitution and Ohio Wage Act by refusing to pay Plaintiff for all hours worked between approximately April 11, 2019 and approximately the middle of July of 2020, as Defendants jointly did not pay Plaintiff all wages for all hours worked.

68. Defendants missed several payments owed to Plaintiff in July for compensable work which she had already performed. Plaintiff has yet to be compensated for this previously performed work.

69. In violating the Ohio Constitution or the Ohio Wage Act, Defendants jointly acted willfully, without a good faith basis and with reckless disregard of applicable Ohio law.

70. Defendants’ joint failure to pay Plaintiff the lawful Ohio minimum wage rates constitutes a violation of the Ohio Constitution and the Ohio Wage Act resulting in Plaintiff’s entitlement to treble damages, attorney’s fees, and costs and any other such relief the Court would grant.

**COUNT II**  
**FAIR LABOR STANDARDS ACT**  
**FAILURE TO PAY OVERTIME WAGES**

71. Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

72. During all times material to this Complaint, Defendants were joint “employers” as defined by the FLSA, § 203(d).

73. During all times material to this Complaint, Plaintiff was a joint “employee” of Defendants as defined by the FLSA, § 203(e)(1).

74. Defendants, as described above, jointly violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207, by failing to pay Plaintiff at the overtime rate for all hours worked in excess of forty (40) per workweek.

75. Plaintiff was not exempt from receiving FLSA overtime benefits because *inter alia*, she was not an “executive,” “administrative,” or “learned professional” employee, as those terms are defined under the FLSA. *See* 29 C.F.R. §§ 541.1, *et seq.*

76. Plaintiff was not paid on a salary basis and was not paid at least \$455.00 per week for every week she worked.

77. Plaintiff was not exempt from receiving FLSA overtime benefits because, *inter alia*, she was not a “learned professional” employee, as that term is defined under the FLSA. *See* 29 C.F.R. § 541.301.

78. Plaintiff should have been paid the correct overtime rate for all hours worked in excess of forty hours per workweek during the three years from the filing date of the Complaint.

79. At all times material to this Complaint, Defendants employed Plaintiff to work as a Chemical Dependency Counselor Assistant (CDCA) in furtherance of their business purpose of

providing behavioral healthcare services (mental health counseling, substance abuse counseling and foster care/residential care), to adults, families, and youth in Ohio.

80. At all times material to this Complaint, Defendants regularly jointly employed Plaintiff to work more than forty (40) hours in a workweek.

81. At all times material to this Complaint, Plaintiff did not receive one and one-half times her regular rate for any hours she worked more than forty (40) in a workweek as compensation at an hourly rate for all hours worked.

82. At all times relevant to this Complaint, Defendants jointly violated the FLSA by repeatedly failing to compensate Plaintiff for all hours worked.

83. At all times relevant to this Complaint, Defendants jointly violated the FLSA by repeatedly failing to pay Plaintiff the legally mandated overtime premium at a rate no less than one and one-half Plaintiff's regular pay rate for all hours worked in excess of forty (40) worked in one workweek.

84. Defendants knew or should have known of the overtime payment requirements of the FLSA. Defendants jointly willfully withheld and failed to pay the overtime compensation to which Plaintiff is entitled.

85. Defendants jointly willfully violated and continue to willfully violate the FLSA, by having engaged and continuing to engage in conduct, which demonstrates a joint willful and/or reckless disregard for the provisions of the FLSA.

**COUNT III**  
**OHIO WAGE ACT**  
**FAILURE TO PAY OVERTIME WAGES**

86. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

87. The Ohio Wage Act provides that covered employees shall be compensated for every hour worked in one workweek. *See* R.C. §§ 4111, *et seq.*; see also 29 U.S.C. § 206(b).

88. The Ohio Wage Act provides that employees shall receive overtime compensation at a rate “not less than one and one-half times” the employee’s regular rate of pay for all hours worked over forty (40) hours in one workweek, “in the manner and methods provided in and subject to the exemptions of section 7 and section 13 of the Fair Labor Standards Act of 1937.” *See* R.C. § 4111.03(A); 29 U.S.C. § 207(a)(1).

89. At all times relevant to this Complaint, Defendants were joint “employers” covered by the Ohio Wage Act and have been thus required to comply with its mandates.

90. At all times relevant to this Complaint, Plaintiff was a covered “employee” of Defendants’ pursuant to the Ohio Wage Act and thus entitled to the Ohio Wage Act’s protections.

91. At all times relevant to this Complaint, Defendants jointly violated the Ohio Wage Act by repeatedly failing to compensate Plaintiff for all hours worked, including Defendants’ joint repeated action of refusing to compensate Plaintiff for both hours worked within a workweek and all hours worked over forty hours in one workweek at a rate not less than one and one-half times.

92. At all times material to this Complaint, Plaintiff did not receive one and one-half times her regular rate for any hours she worked more than forty (40) in a workweek as compensation at an hourly rate for all hours worked.

93. At all times relevant to this Complaint, Defendants jointly violated the Ohio Wage Act by repeatedly failing to pay Plaintiff the legally mandated overtime premium at a rate no less than one and one-half Plaintiff’s regular pay rate for all hours worked in excess of forty (40) worked in one workweek.

94. Plaintiff is not exempt from the wage protections of Ohio Law. During relevant times, Plaintiff was not exempt from receiving overtime because she was not an “executive,” “administrative,” “professional,” “outside sales” or “computer” employees, as those terms are defined under the FLSA. *See* O.R.C. § 4111.03(A); *see also* C.F.R. §§ 541.0.

95. In violating the Ohio Wage Act, Defendants joint acts and omissions have been of a willful, intentional, and bad faith nature or otherwise in reckless disregard of the Ohio Wage Act.

**COUNT IV**  
**OHIO PROMPT PAY ACT-**  
**FAILURE TO PROMPTLY PAY WAGES**

96. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

97. At all times relevant to this Complaint, Defendants were Plaintiff's joint "employers", and were required to comply with the Ohio Prompt Pay Act's provisions. *See* R.C. § 4113.15.

98. The OPPA provides that employers shall pay covered employees all wages, including overtime, on or before the first day of each month for wages earned during the first half of the preceding month ending with the fifteenth day thereof, and, on or before the fifteenth day of each month, for wages earned during the preceding calendar month. *See* R.C. § 4113.15(A).

99. At all times relevant to this Complaint, Defendants have refused to promptly pay Plaintiff—Defendants have missed, and have not yet paid, several payments owed to Plaintiff in approximately July of 2020—within (30) days of performing the work. *See* R.C. § 4113.15(A).

100. At all times relevant to this Complaint, Defendants have jointly refused to pay Plaintiff's wages for all hours worked and Defendants have jointly refused to pay Plaintiff all owed overtime wages at one and one-half times her normal hourly rate, within thirty (30) days of performing the work. *See* R.C. § 4113.15(B).

101. Plaintiff's wages remain unpaid for more than thirty (30) days beyond her regularly scheduled payday.

102. Defendants' joint violations of the OPPA have been of a willful, intentional, or bad faith nature or were otherwise exhibited a reckless disregard of the OPPA's provisions.

**COUNT V**  
**VIOLATIONS OF O.R.C. § 4111.14(G)**  
**FAILURE TO PROVIDE RECORDS AS TO**  
**WAGES AND HOURS WORKED**

103. Plaintiff re-alleges, and incorporates by reference, the allegations set forth in the preceding paragraphs.

104. O.R.C. § 4111.14(G) requires employers provide, at no charge, information at the request of an employee or person acting on behalf of an employee information including name, address, occupation, pay rate, hours worked for each day worked, and each amount paid for the specific employee making such a request.

105. On or about November 2, 2020 Plaintiff requested such records through her attorney.

106. Pursuant to the records request, a response to Plaintiff's request was due on or about December 2, 2020.

107. To date, the employer has not provided records pursuant to the request under O.R.C. § 4111.14(G).

108. In violating under O.R.C. § 4111.14(G) of the Ohio Wage Act, Defendants have jointly acted willfully and with reckless disregard of clearly applicable Ohio Wage Act provisions.

**JURY DEMAND**

Plaintiff requests a trial by jury on all her claims.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Shonda Crisp ("Plaintiff") prays that this Court enter the following relief:

1. Expectation and damages for all missed payments taken from or applied to Plaintiff's pay;

2. An order awarding Plaintiff back pay equal to the amount of all unpaid overtime and hourly pay for three (3) years preceding the filing of this complaint to the present, plus an additional equal amount in liquidated damages;
3. An order awarding Plaintiff back pay equal to the amount of all unpaid minimum wages and treble damages;
3. Pursuant to O.R.C. § 4111.14(J), an order awarding an amount set by the court sufficient to compensate Plaintiff and deter future violations by the Defendants of the Ohio Wage Act, but not less than one hundred fifty dollars for each day that the violation continued;
4. Awarding Plaintiff the sum of 6% of the total unpaid wages or \$200.00 for each instance of failure to pay wages owed within thirty days, whichever is greater, pursuant to the Ohio Prompt Pay Act, § 4113.15(A).
5. An Order against Defendants pursuant to O.R.C. § 4111.14 for failure to produce records upon request.
6. An order awarding attorney's fees and costs pursuant to 29 U.S.C. § 216(b); and,
7. Any other relief to which the Plaintiff may be entitled.

Dated: March 17, 2021

Respectfully Submitted,

**BARKAN MEIZLISH DEROSE  
WENTZ MCINERNEY PEIFER, LLP**

/s/Robert E. DeRose

Robert E. DeRose (OH Bar No. 0055214)  
4200 Regent Street, Suite 210  
Columbus, OH 43219  
Phone: (614) 221-4221  
Facsimile: (614) 744-2300  
bderose@barkanmeizlish.com

*Counsel for Plaintiff*