

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Richmond Division)**

LINDSAY WIMBISH
1517 Potomac Heights Drive
Fort Washington, Maryland 20744

*Individually and on Behalf of
All Others Similarly Situated,*

Plaintiff

v.

Case No.:

RESTAURANT SERVICES OF THE
OUTER BANKS, LLC
3210 North Croatan Highway
Kill Devil Hills, North Carolina 27948

SERVE: Dustin H. Devore, Esq.
Kaufman & Canoles PC
4801 Courthouse Street, Suite 300
Williamsburg, Virginia 23188

Defendant.

CLASS AND COLLECTIVE ACTION COMPLAINT

Named Plaintiff Lindsay Wimbish (“Plaintiff”), on behalf of herself and all others similarly situated, files her Class and Collective Action Complaint for individual and class-wide recovery of earned and unpaid wages, statutory liquidated damages, and attorneys’ fees and costs against Defendant Restaurant Services of the Outer Banks, LLC (“Defendant”).

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an adult domiciliary of the State of Maryland.

2. Plaintiff attaches her written consent as Exhibit 1 to participate as a plaintiff in this lawsuit seeking Class/Collective recovery against Defendant under the Federal Fair Labor Standards Act (“FLSA”), the Virginia Overtime Wage Act (“VOWA”), and the Virginia Wage Payment Act (“VWPA”).
3. Defendant is a limited liability company, formed under the laws of the State of North Carolina.
4. Defendant maintains its principal office in North Carolina.
5. During the three (3) years before the filing of this Complaint, through the date of judgment in this case (“the Class Period”), Defendant operated as a franchisee of Dunkin’ Brands, Inc.
6. During the Class Period, Defendant owned and operated more than fifty (50) Dunkin Donuts and Baskin Robbins store locations in North East North Carolina, the Tidewater Region of Virginia, and the Richmond, Virginia Metropolitan Area (hereinafter, “Defendant’s Stores”).
7. During the Class Period, Defendant owned, managed, administered, controlled, and directed the business operations of each of Defendant’s Stores.
8. During the Class Period, Defendant held an ownership or, at least, substantial financial interest in the operations of each of Defendant’s Stores.
9. During the Class Period, authorized agents acting on Defendant’s behalf held full power and authority to perform duties within each of Defendant’s Stores consistent with the power and authority of an owner, operator, or General Manager.

10. During the Class Period, Defendant directed and controlled advertising and marking decisions for or on behalf of each of Defendant's Stores.
11. During the Class Period, Defendant directed and controlled the general business operations of each of Defendant's Stores.
12. During the Class Period, Defendant created, implemented, and enforced rules, policies, regulations, and best practices directing the day-to-day operations of each of Defendant's Stores.
13. During the Class Period, Defendant created, set, implemented, and enforced rules, regulations, policies, and practices directing and controlling the work duties for all employees working within each of Defendant's Stores.
14. During the Class Period, Defendant managed, directed, and supervised the work duties and work performance of all employees working within each of Defendant's Stores.
15. During the Class Period, Defendant held full power and authority to hire employees to work within each of Defendant's Stores.
16. During the Class Period, Defendant held full power to enforce discipline against all employees working within each of Defendant's Stores.
17. During the Class Period, Defendant held full power and authority to suspend or terminate any employee's ability to work within any of Defendant's Stores.
18. During the Class Period, Defendant held full power and authority to exclude any employee from working within any of Defendant's Stores.

19. During the Class Period, Defendant held full power and authority to direct or modify the job duties and responsibilities of all employees working within any of Defendant's Stores.
20. During the Class Period, Defendant held full power and authority to set, authorize, or modify the rate or method of compensation for all employees working within any of Defendant's Stores.
21. During the Class Period, Defendant was responsible for keeping and maintaining time, compensation, and related employment records for all employees working within each of Defendant's Stores.
22. During the period May 2024 through March 2026, Defendant employed Plaintiff as a Store Manager at one of Defendant's Stores, the Dunkin Donuts located at 7410 Cooper Tavern Road, Quinton, Virginia 23141, in New Kent County, Virginia (hereinafter, "Plaintiff's Dunkin").
23. During the Class Period, Defendant employed more than One Hundred (100) individuals to work as Store Managers at one or more of Defendant's Stores (hereinafter, "Class Members").
24. During Plaintiff's employment, Defendant created, set, implemented, and enforced rules, regulations, policies, and practices directing and controlling Plaintiff's work duties as Store Manager at Plaintiff's Dunkin.
25. During the Class Period, Defendant created, set, implemented, and enforced rules, regulations, and policies directing and controlling each Class Member's work duties as Store Manager at each of Defendant's Stores.

26. During Plaintiff's employment, Defendant managed, directed, and supervised Plaintiff's work duties and work performance as Store Manager at Plaintiff's Dunkin.
27. During Plaintiff's employment, Defendant managed, directed, and supervised each Class Member's work duties and work performance as Store Manager at each of Defendant's Stores.
28. Defendant hired Plaintiff to work as the Store Manager at Plaintiff's Dunkin.
29. Before or during the Class Period, Defendant hired each Class Member to work as a Store Manager at one or more of Defendant's Stores.
30. During Plaintiff's employment, Defendant held full power to enforce workplace discipline against Plaintiff while working as Store Manager at Plaintiff's Dunkin.
31. During the Class Period, Defendant held full power to enforce discipline against each Class Member while working as Store Manager at or more of Defendant's Stores.
32. During Plaintiff's employment, Defendant held full power and authority to suspend or terminate Plaintiff's ability to work as Store Manager at Plaintiff's Dunkin.
33. During the Class Period, Defendant held full power and authority to suspend or terminate any Class Member's ability to work as Store Manager at Defendant's Stores.

34. During Plaintiff's employment, Defendant held full power and authority to direct or modify Plaintiff's job duties and responsibilities as Store Manager at Plaintiff's Dunkin.
35. During the Class Period, Defendant held full power and authority to direct or modify each Class Member's job duties and responsibilities as Store Manager at Defendant's Stores.
36. During Plaintiff's employment, Defendant set and authorized Plaintiff's rate and method of compensation for performing work duties for Defendant's benefit as Store Manager at Plaintiff's Dunkin.
37. During the Class Period, Defendant set and authorized each Class Member's rate and method of compensation for performing work duties for Defendant's benefit as a Store Manager at one or more of Defendant's Stores.
38. During Plaintiff's employment, Defendant had authority to modify Plaintiff's rate and method of compensation for performing Store Manager working duties for Defendant's benefit at Plaintiff's Dunkin.
39. During the Class Period, Defendant had authority to modify each Class Member's rate and method of compensation for performing Store Manager working duties for Defendant's benefit at each of Defendant's Stores.
40. During Plaintiff's employment, Defendant was responsible for keeping and maintaining Plaintiff's time, compensation, and employment records related to Plaintiff's work as Store Manager at Plaintiff's Dunkin.

41. During the Class Period, Defendant was responsible for keeping and maintaining each Class Member's time, compensation, and employment records related to each Class Member's work as Store Manager at each of Defendant's Stores.
42. In each year of the Class Period, through its operation of the Defendant's Stores, Defendant operated across state lines, engaged in interstate commerce, and generated annual total sales or gross revenues exceeding \$500,000.00.
43. During Class Period, Defendant qualified as Plaintiff and Class Members' "employer" within the meaning of the FLSA.
44. During the Class period, Plaintiff and each Class Member qualified as Defendant's "employee" within the meaning of the FLSA.
45. During the Class Period, Defendant qualified as Plaintiff and each Class Members who worked as a Store Manager in any of Defendant's Stores within the Commonwealth of Virginia's "employer" within the meaning of VOWA and the VWPA.
46. During the Class Period, Plaintiff and each Class Members who worked as a Store Manager in any of Defendant's Stores within the Commonwealth of Virginia qualified as Defendant's "employee" within the meaning of VOWA and the VWPA.
47. This Court has personal jurisdiction over Defendants, has "federal question" subject matter jurisdiction of the claims pursuant to 28 U.S.C. § 1331, has supplemental jurisdiction over the interrelated VOWA and VWPA state law claims.

48. Pursuant to 28 U.S.C. § 1391, venue is proper in the Richmond Division of the Eastern District of Virginia because Plaintiff's individual claims alleged against Defendant in this case arises from Defendant's employment of Plaintiff as Store Manager at Plaintiff's Dunkin in New Kent County, Virginia.

FACTS

49. During the Class Period, Defendant classified Plaintiff and Class Members Defendant employed as Store Managers at Defendant's Stores as exempt from the FLSA and Virginia time-and-one-half overtime premium payment requirement for overtime work exceeding forty (40) hours per week.
50. During the Class Period, Defendant scheduled, directed, tracked, and had actual knowledge of all weekly hours Plaintiff and Class Members worked as Store Managers at Defendant's Stores.
51. During the Class Period, Defendant typically scheduled, directed, or knowingly suffered or permitted Plaintiff and Class Members to work fifty (50) to sixty (60) hours per week as Store Managers at Defendant's Stores.
52. During the Class Period, Defendant paid Plaintiff and Class Members pre-set weekly wages if, and only if, Plaintiff and Class Members worked at least fifty (50) hours per week as Store Managers at Defendant's Stores.
53. During the Class Period, for any week Plaintiff or a Class Member worked less than fifty (50) hours as a Store Manager at Defendant's Stores, Defendant reduced the weekly wages it paid to Plaintiff and Class Members.

54. During the Class Period, Defendant did not pay Plaintiff or Class Members by a method qualifying under the FLSA or Virginia law as a “salary” because Defendant paid to Plaintiff and Class Members non-guaranteed weekly wages that were determined by and fluctuated according to the number of weekly hours Plaintiff and Class Members worked as Store Managers at Defendant’s Stores.
55. During the Class Period, because the method Defendant paid Plaintiff and Class Members did not qualify under the FLSA or Virginia law as a “salary,” Plaintiff and Class Members did not qualify as “exempt” from the FLSA or Virginia requirement that Defendant pay Plaintiff and Class Members overtime premium wages for weekly overtime work exceeding forty (40) hours.
56. During the Class Period, the FLSA and Virginia law required Defendant to pay Plaintiff and Class Members at the overtime premium rate of one-and-one-half times (1.5x) Plaintiff and Class Members’ regular hourly rates for all overtime Plaintiff and Class Members worked as Store Managers at Defendant’s Stores exceeding forty (40) hours per week.
57. During the Class Period, Defendant paid Plaintiff and Class Members at their “straight pay” pay rates for all weekly work Plaintiff and Class Members worked as Store Managers at Defendant’s Stores exceeding forty (40) hours per week.
58. During the Class Period, Defendant knowingly failed to pay Plaintiff and Class Members at the rate of one-and-one-half times (1.5x) their regular hourly rates for all overtime Plaintiff and Class Members worked as Store Managers at Defendant’s Stores exceeding forty (40) hours per week.

59. Each pay period during the Class Period, Defendant knowingly, willfully, and in the absence of good faith, withheld and failed to pay Plaintiff and Class Members their earned “half time” overtime premium wages due and owed for all overtime Plaintiff and Class Members worked as Store Managers at Defendant’s Stores exceeding forty (40) hours per week.

FLSA COLLECTIVE ACTION ALLEGATIONS

60. Plaintiff brings her First Count as an FLSA Collective Action pursuant to 29 U.S.C. § 216(b), on behalf of herself and all Class Members who, in any week during the Class Period, worked overtime exceeding forty (40) hours as a Store Manager at any of Defendant’s Stores and did not receive overtime wages at the FLSA required time-and-one-half overtime premium rate for all weekly overtime work exceeding forty (40) hours (the “FLSA Class”).
61. During the Class Period, Defendant employed Plaintiff and the members of the FLSA Class as Store Managers at Defendant’s Stores.
62. During the Class Period, Plaintiff and all members of the FLSA Class had substantially similar job duties as Store Managers at Defendant’s Store.
63. During the Class Period, Defendant classified Plaintiff and all members of the FLSA Class Members as exempt from the FLSA time-and-one-half overtime premium payment requirement for overtime work exceeding forty (40) hours per week.
64. During the Class Period, Defendant scheduled, directed, tracked, and had actual knowledge of all weekly hours Plaintiff and all members of the FLSA Class worked as Store Managers at Defendant’s Stores.

65. During the Class Period, Defendant typically scheduled, directed, or knowingly suffered or permitted Plaintiff and all members of the FLSA Class to work fifty (50) to sixty (60) hours per week as Store Managers at Defendant's Stores.
66. During the Class Period, Defendant paid Plaintiff and all members of the FLSA Class pre-set weekly wages if, and only if, Plaintiff and the members of the FLSA Class worked at least fifty (50) hours per week as Store Managers at Defendant's Stores.
67. During the Class Period, for any week Plaintiff or a member of the FLSA Class worked less than fifty (50) hours as a Store Manager at Defendant's Stores, Defendant reduced the weekly wages it paid to Plaintiff and the member of the FLSA Class.
68. During the Class Period, Defendant did not pay Plaintiff or the members of the FLSA Class by a method qualifying under the FLSA as a "salary" because Defendant paid to Plaintiff and the members of the FLSA Class non-guaranteed weekly wages that were determined by and fluctuated according to the number of weekly hours Plaintiff and the members of the FLSA Class worked as Store Managers at Defendant's Stores.
69. During the Class Period, because the method Defendant paid Plaintiff and the members of the FLSA Class did not qualify under the FLSA as a "salary," Plaintiff and members of the FLSA did not qualify as "exempt" from the FLSA requirement that Defendant pay Plaintiff and the members of the FLSA Class overtime premium wages for weekly overtime work exceeding forty (40) hours.

70. During the Class Period, the FLSA required Defendant to pay Plaintiff and the members of the FLSA Class at the overtime premium rate of one-and-one-half times (1.5x) Plaintiff and the members of the FLSA Class's regular hourly rates for all overtime Plaintiff and Class Members worked as Store Managers at Defendant's Stores exceeding forty (40) hours per week.
71. During the Class Period, Defendant paid Plaintiff and the members of the FLSA Class at their "straight pay" pay rates for all weekly work Plaintiff and the members of the FLSA Class worked as Store Managers at Defendant's Stores exceeding forty (40) hours per week.
72. During the Class Period, Defendant failed to pay Plaintiff and the members of the FLSA Class at the rate of one-and-one-half times (1.5x) their regular hourly rates for all overtime Plaintiff and the members of the FLSA Class worked as Store Managers at Defendant's Stores exceeding forty (40) hours per week.
73. Each week during the Class Period, Defendant willfully and, in the absence of good faith, failed to pay Plaintiff and the members of the FLSA Class their earned "half time" overtime premium wages due and owed for all overtime Plaintiff and the members of the FLSA Class worked as Store Managers at Defendant's Stores exceeding forty (40) hours per week.

RULE 23 VMWA, VWPA, and VOWA CLASS ACTION ALLEGATIONS

74. Plaintiff brings her Second, Third, and Fourth Counts as a Class Action pursuant to Federal Rule 23(a) and (b)(3) on behalf of herself and all similarly situated Class Members, for relief to redress and remedy Defendant's violations of Plaintiff and the other Class Members wage payment rights under VOWA and the VWPA.
75. The Virginia Class includes Plaintiff and all Class Members who, in any week during the Class Period, worked overtime exceeding forty (40) hours as a Store Manager at any of Defendant's Stores within the Commonwealth of Virginia and did not receive their full overtime premium wages at the Virginia-law required the time-and-one-half rate for all weekly overtime hours worked (the "Virginia Class").
76. During the Class Period, Defendant classified Plaintiff and the members of the Virginia Class Defendant employed as Store Managers at Defendant's Stores within the Commonwealth of Virginia as exempt from the Virginia time-and-one-half overtime premium payment requirement for overtime work exceeding forty (40) hours per week.
77. During the Class Period, Defendant scheduled, directed, tracked, and had actual knowledge of all weekly hours Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant's Stores within the Commonwealth of Virginia.

78. During the Class Period, Defendant typically scheduled, directed, or knowingly suffered or permitted Plaintiff and the members of the Virginia Class to work fifty (50) to sixty (60) hours per week as Store Managers at Defendant's Stores within the Commonwealth of Virginia.
79. During the Class Period, Defendant paid Plaintiff and the members of the Virginia Class pre-set weekly wages if, and only if, Plaintiff and the members of the Virginia Class worked at least fifty (50) hours per week as Store Managers at Defendant's Stores within the Commonwealth of Virginia.
80. During the Class Period, for any week Plaintiff or a member of the Virginia Class worked less than fifty (50) hours as a Store Manager at Defendant's Stores within the Commonwealth of Virginia, Defendant reduced the weekly wages it paid to Plaintiff and the member of the Virginia Class.
81. During the Class Period, Defendant did not pay Plaintiff or the members of the Virginia Class by a method qualifying under Virginia law as a "salary" because Defendant paid to Plaintiff and the members of the Virginia Class non-guaranteed weekly wages that were determined by and fluctuated according to the number of weekly hours Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant's Stores within the Commonwealth of Virginia.

82. During the Class Period, because the method Defendant paid Plaintiff and the members of the Virginia Class did not qualify under Virginia law as a “salary,” Plaintiff and the members of the Virginia Class did not qualify as “exempt” from the Virginia law requirement that Defendant pay Plaintiff and the members of the Virginia Class overtime premium wages for weekly overtime work exceeding forty (40) hours.
83. During the Class Period, the law of Virginia required Defendant to pay Plaintiff and the members of the Virginia Class at the overtime premium rate of one-and-one-half times (1.5x) Plaintiff and the members of the Virginia Class regular hourly rates for all overtime Plaintiff and Class Members worked as Store Managers at Defendant’s Stores within the Commonwealth of Virginia exceeding forty (40) hours per week.
84. During the Class Period, Defendant paid Plaintiff and the members of the Virginia Class at their “straight pay” pay rates for all weekly work Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant’s Stores within the Commonwealth of Virginia exceeding forty (40) hours per week.
85. During the Class Period, Defendant knowingly failed to pay Plaintiff and the members of the Virginia Class at the rate of one-and-one-half times (1.5x) their regular hourly rates for all overtime Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant’s Stores within the Commonwealth of Virginia exceeding forty (40) hours per week.

86. Each pay period during the Class Period, Defendant knowingly, and in the absence of good faith, withheld and failed to pay Plaintiff and the members of the Virginia Class their earned “half time” overtime premium wages due and owed for all overtime Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant’s Stores within the Commonwealth of Virginia exceeding forty (40) hours per week.
87. Pursuit of Plaintiff and the members of the Virginia Class’s claims under VOWA and the VWPA as a Class Action will provide the most efficient mechanism for adjudicating the common claims for relief held by Plaintiff and the other members of the Virginia Class.
88. Common questions of law and fact predominate over any questions affecting Plaintiff or any member of the Virginia Class, individually, and include:
 - (a) Whether Defendant qualified as Plaintiff and the members of the Virginia Class’s “employer” under the VOWA and the VWPA;
 - (b) Whether the Plaintiff and members of the Virginia Class qualified as Defendant’s “employees” under the VOWA and the VWPA;
 - (c) Whether Defendant’s common Store Manager compensation policies and methodology caused or resulted in Defendant’s failure to pay Plaintiff and the members of the Virginia Class overtime premium wages for all weekly overtime worked exceeding forty (40) hours per week at the Virginia law required time-and-one-half overtime premium rate;

- (d) Whether Defendant's failure to pay Plaintiff and the members of the Virginia class overtime premium wages due and owed each pay period under VOWA and the VWPA was the product of good faith; and
 - (e) Whether Defendant knowingly failed to pay Plaintiff and the members of the Virginia Class overtime premium wages due and owed each pay period under VOWA and the VWPA.
89. The identity of each member of the Virginia Class is readily and easily ascertainable from Defendant's records.
90. The Virginia Class is comprised of more than forty (40) Class Members, making it so numerous that joinder of all Class Members is impractical, and the common disposition of their common class-claims will benefit all Parties and the Court.
91. Plaintiff's individual VOWA and VWPA claims and relief sought against Defendant in this case are typical of the VOWA and VWPA claims and relief that any member of the Virginia Class could assert in a separate individual action against Defendant.
92. Plaintiff will fairly and adequately represent and protect the interests of all members of the Virginia Class.
93. Named Plaintiff's undersigned attorneys, as proposed class counsel, are competent, experienced, and capable of fairly and adequately representing and protecting the interests of all members of the Virginia Class.

CAUSES OF ACTION

COUNT I

**FLSA - Failure to Pay Overtime Wages
On Behalf of Plaintiff and the FLSA Class**

94. Plaintiff realleges and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.
95. During the Class Period, Defendant failed to pay Plaintiff and the members of the FLSA Class overtime premium wages at the rate of one-and-one-half times Plaintiff and the members of the FLSA Class's regular hourly rate for all weekly overtime Plaintiff and the members of the FLSA Class worked as Store Managers at Defendant's Stores exceeding forty (40) hours per week.
96. During the Class Period, Defendant's failure to pay overtime wages due and owed to Plaintiff and the members of the FLSA Class was willful or, at the least, reckless, and was not the product of good faith.
97. Pursuant to the FLSA, Defendant owes Plaintiff and the members of the FLSA Class earned and unpaid overtime premium wages, an equal amount as liquidated damages, pre- and post-judgment interest, and attorneys' fees and costs.

COUNT II

**VOWA - Failure to Pay Overtime Wages
On Behalf of Plaintiff and the Virginia Class**

98. Plaintiff realleges and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

99. During the Class Period, Defendant knowingly, and in the absence of good faith, failed to pay Plaintiff and the members of the Virginia Class overtime premium wages each pay period at the rate of one-and-one-half times Plaintiff and the members of the Virginia Class's regular hourly rate for all weekly overtime work Plaintiff and the members of the Virginia Class worked as Store Managers at Defendant's Stores within the Commonwealth of Virginia exceeding forty (40) hours per week.
100. During the Class Period, Defendant's failure to pay Plaintiff and the members of the Virginia Class wages at the time-and-one-half premium rate for overtime exceeding forty (40) hours required by VOWA for working as Store Managers at Defendant's Stores within the Commonwealth of Virginia was knowing within the meaning of Va. Code § 40.1-29(K).
101. Pursuant to Va. Code § 40.1-29(K), Defendant is liable to Plaintiff and the members of the Virginia Class in the amount of their earned and unpaid overtime premium wages, an additional equal amount as liquidated damages or, alternatively, treble (3x) damages for Defendant's knowing violations, pre- and post-judgment interest, and attorneys' fees and costs.

COUNT III
VWPA Wage Payment Violation
On Behalf of Plaintiff and the Virginia Class

102. Plaintiff realleges and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

103. Each pay period during the Class Period, Defendant failed to pay Plaintiff and the members of the Virginia Class all earned time-and-one-half overtime premium wages due and owed for working overtime exceeding forty (40) hours per week as Store Managers at Defendant's Stores within the Commonwealth of Virginia.
104. Each pay period during the Class Period, Defendant's failure to pay Plaintiff and the members of the Virginia Class all earned time-and-one-half overtime premium wages due and owed for working overtime exceeding forty (40) hours per week as Store Managers at Defendant's Stores within the Commonwealth of Virginia was knowing within the meaning of Va. Code § 40.1-29(K).
105. Pursuant to Va. Code § 40.1-29(K), Defendant is liable to Plaintiff and the members of the Virginia Class in the amount of their earned and unpaid overtime premium wages, an additional equal amount as liquidated damages or, alternatively, treble (3x) damages for Defendant's knowing violations, pre- and post-judgment interest, and attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the members of the FLSA Class and the members of the Virginia Class, respectfully requests that this Court enter judgment against Defendant as follows:

- A. Designating this action as an FLSA Collective Action and authorizing notice to all members of the FLSA Class pursuant to 29 U.S.C. § 216(b);

- B. Certifying Plaintiff's VOWA and VWPA Counts under Rule 23 as a Class Action on behalf of Plaintiff and the members of the Virginia Class;
- C. Awarding Plaintiff and the members of the FLSA Class their earned and unpaid overtime premium wages, plus an equal amount in liquidated damages pursuant to 29 U.S.C. § 216(b);
- D. Awarding Plaintiff and the members of the Virginia Class their earned and unpaid overtime premium wages, liquidated and/or treble damages, and prejudgment interest pursuant to Va. Code § 40.1-29(K);
- E. Awarding Plaintiff, the members of the FLSA Class, and the members of the Virginia Class attorneys' fees, costs, and expenses incurred in this action in an amount to be determined by post-judgment petition;
- F. Awarding pre-judgment and post-judgment interest as permitted by law and in an amount determined by post-judgment petition; and
- G. Granting such other and further relief as the Court deems just and proper.

Dated: September 4, 2026