IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

VERONICA HAMPTON; SERGIO HERNANDEZ; KENDRICK ISOM; FREDDY JENKINS; CLARENCE WILLIAMS; DARIEN BETHANCOURT AND ETHAN CHAMPION on behalf of themselves and all others similarly situated,	§	**CIVIL ACTION NO.: 2:19-CV-00200 (DCJ)(KK)**
Plaintiffs,	§	
v.	§	**JURY TRIAL DEMANDED**
MCDERMOTT INTERNATIONAL, INC.; CB&I, LLC; and SUN INDUSTRIAL GROUP, LLC,	§	
Defendants.	§	

SECOND AMENDED COMPLAINT

Plaintiffs VERONICA HAMPTON ("Hampton"), SERGIO HERNANDEZ ("Hernandez"), KENDRICK ISOM ("Isom"), FREDDY JENKINS ("Jenkins"), CLARENCE WILLIAMS ("Williams"), DARIEN BETHANCOURT ("Bethancourt"), and ETHAN CHAMPION ("Champion"), on behalf of themselves and all others similarly situated, by and through their attorneys, bring this action for damages and other legal and equitable relief from Defendants MCDERMOTT INTERNATIONAL, INC. ("McDermott") and CB&I, LLC ("CB&I") and SUN INDUSTRIAL GROUP, LLC. ("Sun") (collectively, "Defendants"), for violations of the Fair Labor Standards Act ("FLSA"), as amended, 29 U.S.C. §§ 201 *et seq*. and any other cause(s) of action that can be inferred from the facts set forth herein.

INTRODUCTION

1. This is a collective/class action brought by Plaintiffs challenging acts committed by Defendants against Plaintiffs and those similarly situated, which amount to violations of federal and state wage and hour laws.

2. Defendants employed Plaintiffs and all those similarly situated in the following hourly positions: Forklift Operators, Pipefitters, Pipefitter Helpers, Painters, Riggers, Light Equipment Operators, or Millwrights (collectively, "Laborers") at the Cameron LNG Project, a liquefied natural gas facility being constructed at or near 301 Main Street, Hackberry, Louisiana 70645.

3. The Laborers are similarly situated as they were all non-exempt employees who were required to attend unpaid safety meetings before the start of their scheduled shift in addition to their fifty (50) to eighty-four (84) hour workweek.

4. Plaintiffs Hampton, Hernandez, Isom, Jenkins, Williams, and Bethancourt bring this action pursuant to 29 U.S.C. § 216(b), on behalf of themselves and a collectives of persons who are and were employed by Defendants McDermott and CB&I as Forklift Operators, Pipefitters, Pipefitter Helpers, Painters, Riggers, Light Equipment Operators, or Millwrights and were required to engage prestart safety meetings before their scheduled shift during the past three (3) years through the final date of the disposition of this action who were not paid the statutorily required rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek and are entitled to recover: (i) unpaid and incorrectly paid wages for all hours worked in a workweek, as required by law, (ii) unpaid overtime, (iii) liquidated damages, (iv) interest, (v) attorneys' fees and costs, and (vi) such other and further relief as this Court finds necessary and proper.

5. Plaintiff Champion brings this action pursuant to 29 U.S.C. § 216(b), on behalf of himself and a collective of persons who are and were employed by Defendant Sun as Pipefitters and were required to engage prestart safety meetings before their scheduled shift during the past three (3) years through the final date of the disposition of this action who were not paid the statutorily required rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek and are entitled to recover: (i) unpaid and incorrectly paid wages for all hours worked in a workweek, as required by law,

(ii) unpaid overtime, (iii) liquidated damages, (iv) interest, (v) attorneys' fees and costs, and (vi) such other and further relief as this Court finds necessary and proper.

6. Defendants violated the FLSA by requiring Laborers to engage in prestart safety meetings before the start of their scheduled shift. Accordingly, Defendants required the Laborers to work "off-the-clock."

7. By requiring Plaintiffs and all those similarly situated to work "off-the-clock," Defendants deprived them of the statutorily required overtime premium of one and a half (1 ½) their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

8. On or about February 13, 2019, Defendant McDermott issued a press release that it expected to report an adverse change in estimate for its Q4 2018 revenue of approximately $168 million, which it says is due to "unfavorable labor productivity and increases in subcontract, commissioning and construction management costs" at the Cameron LNG project.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court for actions arising under the laws of the United States, and pursuant to 28 U.S.C. §§ 1343(3) and 1343(4), which confer original jurisdiction upon this Court in a civil action to recover damages or to secure equitable relief (i) under the Declaratory Judgment Statute, 28 U.S.C. § 2201; and (ii) under 29 U.S.C. §§ 201 *et seq*.

10. Venue is proper in this Court pursuant to 29 U.S.C. §§ 201-219 in as much as the unlawful employment practices occurred in this judicial district. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and (c), in that Defendants maintain offices, conduct business and reside in this district.

THE PARTIES

11. Plaintiff Hampton is a citizen of Alabama and resides in Alabama.

12. At all relevant times, Plaintiff Hampton was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

13. Plaintiff Hernandez is a citizen of Texas and resides in Texas.

14. At all relevant times, Plaintiff Hernandez was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

15. Plaintiff Isom is a citizen of Louisiana and resides in Louisiana.

16. At all relevant times, Plaintiff Isom was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

17. Plaintiff Jenkins is a citizen of Texas and resides in Texas.

18. At all relevant times, Plaintiff Jenkins was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

19. Plaintiff Williams is a citizen of Louisiana and resides in Louisiana.

20. At all relevant times, Plaintiff Williams was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

21. Plaintiff Bethancourt is a citizen of Louisiana and resides in Louisiana.

22. At all relevant times, Plaintiff Bethancourt was an employee of Defendants McDermott and CB&I within the meaning of the FLSA.

23. Plaintiff Champion is a citizen of Texas and resides in Montgomery County, Texas.

24. At all relevant times, Plaintiff Champion was an employee of Defendant Sun within the meaning of the FLSA.

25. Defendant McDermott is a corporation, which is incorporated in Panama and

headquartered in Houston, Texas.

26. Defendant McDermott conducts business in the State of Louisiana.

27. Defendant McDermott transacted and continues to transact business within Louisiana by formerly and currently employing individuals within Louisiana and by owning and operating facilities within Louisiana.

28. Upon information and belief, the amount of qualifying annual volume of business for Defendant McDermott exceeds $500,000.00 and thus subjects Defendant McDermott to the FLSA.

29. Upon information and belief, Defendant McDermott is engaged in interstate commerce. This independently subjects Defendant McDermott to the FLSA.

30. Defendant McDermott has at all relevant times been an employer covered by the FLSA.

31. Defendant CB&I is a corporation, which is headquartered in The Woodlands, Texas.

32. Defendant CB&I conducts business in the State of Louisiana.

33. Defendant CB&I transacted and continues to transact business within Louisiana by formerly and currently employing individuals within Louisiana and by owning and operating facilities within Louisiana.

34. Upon information and belief, the amount of qualifying annual volume of business for Defendant CB&I exceeds $500,000.00 and thus subjects Defendant CB&I to the FLSA.

35. Upon information and belief, Defendant CB&I is engaged in interstate commerce. This independently subjects Defendant CB&I to the FLSA.

36. Defendant CB&I has at all relevant times been an employer covered by the FLSA.

37. In or around May 2018, Defendant McDermott merged with Defendant CB&I.

38. Defendants McDermott, and CB&I jointly employed Plaintiffs Hampton, Hernandez, Isom, Jenkins, Williams, Bethancourt and all other similarly situated employees, by employing or acting

in the interest of the employer towards Plaintiffs and similarly situated employees directly or indirectly, jointly or severally, including without limitation, by controlling and directing the terms of employment and compensation, by formulating and implementing policies, hiring and/or firing Plaintiffs and similarly situated employees, by creating work schedules, and by suffering Plaintiffs, and all those similarly situated employees, to work.

39. Defendant Sun is a limited liability corporation, which is headquartered in Lake Charles, Louisiana.

40. Defendant Sun conducts business in the State of Louisiana.

41. Defendant Sun transacted and continues to transact business within Louisiana by formerly and currently employing individuals within Louisiana and by owning and operating facilities within Louisiana.

42. Upon information and belief, the amount of qualifying annual volume of business for Defendant Sun exceeds $500,000.00 and thus subjects Defendant Sun to the FLSA.

43. Upon information and belief, Defendant Sun is engaged in interstate commerce. This independently subjects Defendant Sun to the FLSA.

44. Defendant Sun has at all relevant times been an employer covered by the FLSA.

STATEMENT OF FACTS

I. Facts Common to All Laborers

45. Throughout the relevant time period, Plaintiffs were employed by Defendants at the Cameron LNG Liquefaction Project ("Worksite"), located at or near 301 Main Street, Hackberry, LA 70645.

46. Laborers were paid on an hourly basis and not on a salary or fee basis.

47. Laborers' job duties were blue collar in nature as they performed various construction-

related manual work at the Worksite, which ranged from operating a forklift to pipefitting.

48. Laborers were not exempt from the statutory provisions of the FLSA.

49. Laborers were scheduled approximately five (5) to seven (7) shifts per workweek. The duration of each shift was approximately ten (10) to twelve (12) hours. Accordingly, Laborers were scheduled to work approximately fifty (50) to eighty-four (84) hours per workweek. As stated below, however, Laborers worked more hours than they were scheduled and paid for.

50. Laborers were required to arrive and depart from the Worksite via Defendants' mandatory transportation system.

51. Laborers arrived at the Worksite before their scheduled shift began because of Defendants' mandatory transportation system.

52. Upon arrival, Laborers were required to clock-in at turnstiles by using their identification badges.

53. After initially clocking in at a turnstile, Laborers were then required to perform a prestart safety meeting with their Crew Leaders/Supervisors. Laborers were not permitted to perform their primary construction-related job duties without first completing the prestart safety meeting.

54. The purpose of the prestart safety meetings were to provide the Laborers with the accepted safety and health practices for the performance of their job duties. It was also to provide them the potential hazards related to their job duties.

55. The prestart safety meeting lasted approximately fifteen (15) minute to forty-five minutes.

56. Defendants' Supervisors commonly referred to this work as "prestart work."

57. The prestart safety meetings were for the primary benefit of Defendants and were not incidental to the Laborers' primary job duties as they could not perform their primary job duties without it.

58. Although Laborers clocked-in at a turnstile before their scheduled shifts, Defendants' computerized time recording system automatically recorded their start time as their scheduled shift time, not the actual time their work begins (*i.e.*, the start of the prestart safety meeting).

59. Accordingly, Laborers were only compensated for their scheduled shift hours and not for their compensable prestart safety meetings. Thus, Laborers were required to work "off-the-clock" as a result of the prestart safety meetings.

60. Defendants had knowledge that Laborers performed compensable work during prior to the start of their scheduled shift.

61. The "off-the-clock" work was in addition to the Laborers fifty (50) to eighty-four (84) hours "on-the-clock" hours worked.

62. Thus, Laborers worked more than their scheduled fifty (50) to eighty-four (84) hours per workweek as Defendants required them to work "off-the-clock."

63. The aforementioned "off-the-clock" work is compensable at the overtime rate as Laborers' "on-the-clock" work was always in excess of forty (40) hours per workweek.

64. Laborers were unlawfully only compensated the overtime premium for "on-the-clock" hours worked over forty (40) per workweek.

65. As a result of being forced to work "off-the-clock" Laborers were not compensated the statutorily required overtime premium of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) per workweek in violation of the FLSA.

66. Defendants' policy and/or practice of requiring Laborers to engage in prestart safety meetings before the start of their scheduled shift without overtime compensation violates the FLSA.

II. Facts Pertaining to Plaintiff Hampton

67. In or around March 2017, Plaintiff Hampton began her employment with Defendants

McDermott and CB&I as a Forklift Operator at Defendants McDermott's and CB&I's Worksite.

68. As a Forklift Operator, Plaintiff Hampton's job duties included, among other things, loading and unloading trucks and moving pallets.

69. Plaintiff Hampton was typically scheduled to work approximately seven (7) twelve (12) hour shifts per workweek.

70. Plaintiff Hampton's shift typically started at 6:00 a.m.

71. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Hampton often arrived at the Worksite at 5:30 a.m.

72. Before her shift began at 6:00 a.m., Plaintiff Hampton was required to engage in a prestart safety meeting.

73. Plaintiff Hampton was not compensated for her time spent performing prestart safety meetings.

74. Accordingly, Plaintiff Hampton was required to work "off-the-clock."

75. The "off-the-clock" work performed by Plaintiff Hampton is not incidental to her job duties.

76. As a result of being forced to work "off-the-clock" Plaintiff Hampton worked more than her scheduled eighty-four (84) hours per workweek.

77. Plaintiff Hampton was unlawfully only compensated the overtime premium for her "on-the-clock" hours worked over forty (40) per workweek.

78. As a result of being forced to work "off-the-clock," Plaintiff Hampton did not receive the overtime premium of one and a half (1 ½) times her regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

III. Facts Pertaining to Plaintiff Hernandez

79. In or around April 2018, Plaintiff Hernandez began his employment with Defendants McDermott and CB&I as a Pipefitter Helper at the Worksite.

80. In or around February 2019, Plaintiff Hernandez's employment with Defendants McDermott and CB&I concluded.

81. As a Pipefitter Helper, Plaintiff Hernandez's job duties included, among other things, assisting Pipefitters by bringing them tools and by adjusting and holding the pipes.

82. Plaintiff Hernandez was typically scheduled to work six (6) twelve (12) hour shifts per workweek.

83. Plaintiff Hernandez's shift typically started at 7:30 a.m.

84. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Hernandez often arrived at the Worksite at 7:00 a.m.

85. Before his shift began at 7:30 a.m., Plaintiff Hernandez was required to engage in a prestart safety meeting. The safety meetings usually started around 7:15 a.m. and continued to the start of his scheduled shift.

86. Plaintiff Hernandez was not compensated for his time spent performing prestart safety meetings.

87. Accordingly, Plaintiff Hernandez was required to work "off-the-clock."

88. The "off-the-clock" work performed by Plaintiff Hernandez was not incidental to his job duties.

89. As a result of being forced to work "off-the-clock" Plaintiff Hernandez worked more than his scheduled seventy-two (72) hours per workweek.

90. Plaintiff Hernandez was unlawfully only compensated the overtime premium for his "on-

the-clock" hours worked over forty (40) per workweek.

91. As a result of being forced to work "off-the-clock," Plaintiff Hernandez did not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

IV. Facts Pertaining to Plaintiff Isom

92. In or around February 2017 Plaintiff Isom began his employment with Defendants McDermott and CB&I as a Painter at the Worksite.

93. In or around September 2019, Plaintiff Isom's employment with Defendants McDermott and CB&I concluded.

94. As a Painter, Plaintiff Isom's job duties included, among other things, painting the facilities.

95. Plaintiff Isom was typically scheduled to work six (6) ten and a half (10½) hour shifts per workweek.

96. Plaintiff Isom's shift typically started at 7:00 a.m.

97. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Isom often arrived at the Worksite around 6:30 a.m.

98. Before his shift began at 7:30 a.m., Plaintiff Isom was required to engage in a prestart safety meeting. The safety meetings usually started around 7:15 a.m. and continued to the start of his scheduled shift.

99. Plaintiff Isom was not compensated for his time spent performing prestart safety meetings.

100. Accordingly, Plaintiff Isom was required to work "off-the-clock."

101. The "off-the-clock" work performed by Plaintiff Isom was not incidental to his job duties.

102. As a result of being forced to work "off-the-clock" Plaintiff Isom worked more than his

scheduled sixty-three (63) hours per workweek.

103. Plaintiff Isom was unlawfully only compensated the overtime premium for his "on-the-clock" hours worked over forty (40) per workweek.

104. As a result of being forced to work "off-the-clock," Plaintiff Isom did not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

V. Facts Pertaining to Plaintiff Jenkins

105. In or around 2018 Plaintiff Jenkins began his employment with Defendants McDermott and CB&I as a Rigger at the Worksite.

106. In or around 2019, Plaintiff Jenkins's employment with Defendants McDermott and CB&I concluded.

107. As a Rigger, Plaintiff Jenkins's job duties included, among other things, moving construction materials and machinery.

108. Plaintiff Jenkins was typically scheduled to work six (6) eleven (11) hour shifts per workweek.

109. Plaintiff Jenkins's shift typically started at 7:00 a.m.

110. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Jenkins often arrived at the Worksite around 6:00 a.m.

111. Before his shift began at 6:30 a.m., Plaintiff Jenkins was required to engage in a prestart safety meeting. The safety meetings usually started around 6:00 a.m. and continued to the start of his scheduled shift.

112. Plaintiff Jenkins was not compensated for his time spent performing prestart safety meetings.

113. Accordingly, Plaintiff Jenkins was required to work "off-the-clock."

114. The "off-the-clock" work performed by Plaintiff Jenkins was not incidental to his job duties.

115. As a result of being forced to work "off-the-clock" Plaintiff Jenkins worked more than his scheduled sixty-six (66) hours per workweek.

116. Plaintiff Jenkins was unlawfully only compensated the overtime premium for his "on-the-clock" hours worked over forty (40) per workweek.

117. As a result of being forced to work "off-the-clock," Plaintiff Jenkins did not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

VI. Facts Pertaining to Plaintiff Williams

118. In or around March 2017 Plaintiff Williams began his employment with Defendants McDermott and CB&I as a Light Equipment Operator at the Worksite.

119. In or around January 2019, Plaintiff Williams's employment with Defendants McDermott and CB&I concluded.

120. As a Light Equipment Operator, Plaintiff Williams's job duties included, among other things, operating vehicles to transport machinery and construction materials.

121. Plaintiff Williams was typically scheduled to work six (6) ten (10) hour shifts per workweek.

122. Plaintiff Williams's shift typically started at 7:00 a.m.

123. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Williams often arrived at the Worksite around 6:00 a.m.

124. Before his shift began at 7:00 a.m., Plaintiff Williams was required to engage in a prestart

safety meeting. The safety meetings usually started around 6:30 a.m. and continued to the start of his scheduled shift.

125. Plaintiff Williams was not compensated for his time spent performing prestart safety meetings.

126. Accordingly, Plaintiff Williams was required to work "off-the-clock."

127. The "off-the-clock" work performed by Plaintiff Williams was not incidental to his job duties.

128. As a result of being forced to work "off-the-clock" Plaintiff Williams worked more than his scheduled sixty (60) hours per workweek.

129. Plaintiff Williams was unlawfully only compensated the overtime premium for his "on-the-clock" hours worked over forty (40) per workweek.

130. As a result of being forced to work "off-the-clock," Plaintiff Williams did not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

VII. Facts Pertaining to Plaintiff Bethancourt

131. In or around June 2017 Plaintiff Bethancourt began his employment with Defendants McDermott and CB&I as a General Laborer at the Worksite.

132. In or around August 2017, Plaintiff Bethancourt's employment with Defendants McDermott and CB&I concluded.

133. As a Millwright, Plaintiff Bethancout's job duties included, among other things, installing and maintaining machinery.

134. Plaintiff Bethancourt was typically scheduled to work seven (6) twelve (12) hour shifts per workweek.

135. Plaintiff Bethancourt's shift typically started at 6:00 a.m.

136. Because of Defendants McDermott's and CB&I's mandatory transportation system, Plaintiff Bethancourt often arrived at the Worksite around 5:15 a.m.

137. Before his shift began at 6:00 a.m., Plaintiff Williams was required to engage in a prestart safety meeting. The safety meetings usually started around 5:30 a.m. and continued to the start of his scheduled shift.

138. Plaintiff Bethancourt was not compensated for his time spent performing prestart safety meetings.

139. Accordingly, Plaintiff Bethancourt was required to work "off-the-clock."

140. The "off-the-clock" work performed by Plaintiff Bethancourt was not incidental to his job duties.

141. As a result of being forced to work "off-the-clock" Plaintiff Bethancourt worked more than his scheduled seventy-two (72) hours per workweek.

142. Plaintiff Bethancourt was unlawfully only compensated the overtime premium for his "on-the-clock" hours worked over forty (40) per workweek.

143. As a result of being forced to work "off-the-clock," Plaintiff Bethancourt did not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

VIII. Facts Pertaining to Plaintiff Champion

144. Plaintiff Champion began his employment for Defendant Sun in February 2018 as a Pipefitter/Leadman.

145. Plaintiff Champion is currently employed as a Pipefitter/Leadman.

146. As a Pipefitter/Leadman, Plaintiff Champion's job duties include, among other things,

reading isometric drawings and construct piping systems.

147. Defendant Sun typically schedules Plaintiff Champion to work six (6) ten (10) hour shifts per workweek.

148. Plaintiff Champion's shift typically starts at 6:00 a.m.

149. Because of Defendant Sun's mandatory transportation system, Plaintiff Champion often arrives at the Worksite at 5:30 a.m.

150. Before his shift began at 6:00 a.m., Defendant Sun requires Plaintiff Champion to engage in a prestart safety meeting.

151. Defendant Sun does not compensate Plaintiff Champion for his time spent performing prestart safety meetings.

152. Accordingly, Defendant Sun required Plaintiff Champion to work "off-the-clock."

153. The "off-the-clock" work performed by Plaintiff Champion for Defendant Sun was not incidental to his job duties.

154. As a result of being forced to work "off-the-clock" Plaintiff Champion works more than his scheduled sixty (60) hours per workweek.

155. Defendant Sun unlawfully only compensates Plaintiff Champion the overtime premium for his "on-the-clock" hours worked over forty (40) per workweek.

156. As a result of being forced to work "off-the-clock," Plaintiff Champion does not receive the overtime premium of one and a half (1 ½) times his regular hourly rate for all hours worked in excess of forty (40) hours per workweek in violation of the FLSA.

FLSA COLLECTIVE ACTION ALLEGATIONS

I. The Forklift Operator Collective

157. Plaintiff Hampton seeks to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on her own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Forklift Operators and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

158. At all relevant times, Plaintiff Hampton was similarly situated to all such individuals in the Forklift Operator Collective[1] because while employed by Defendants McDermott & CB&I, Plaintiff Hampton and all Forklift Operator Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

159. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Hampton and the Forklift Operator Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

160. The members of the proposed Forklift Operator Collective are readily discernable and ascertainable. All Forklift Operator Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

161. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share

[1] Hereinafter referred to as the "Forklift Operator Plaintiffs."

a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Hampton and the claims asserted by Plaintiff Hampton are typical of those of the proposed collective.

162. Plaintiff Hampton will fairly and adequately represent the interests of the Forklift Operator Plaintiffs and has no interests conflicting with those of the proposed collective.

163. A collective action is superior to all other methods and is necessary in order to fairly and completely litigate the claims of members of the proposed collective under the FLSA.

164. Plaintiff Hampton's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

165. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Forklift Operator Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the proposed collective without their knowledge or contribution.

166. The questions of law and fact are nearly identical for all Forklift Operator Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

II. The Pipefitter Collective

167. Plaintiff Hernandez seek to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on his own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Pipefitters and Pipefitter Helpers and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of

> disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

168. At all relevant times, Plaintiff Hernandez was similarly situated to all such individuals in the Pipefitter Collective[2] because while employed by Defendants McDermott & CB&I, Plaintiff Hernandez and all Pipefitter Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

169. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Hernandez and the Pipefitter Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

170. The members of the proposed Pipefitter Collective are readily discernable and ascertainable. All Pipefitter Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

171. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Hernandez and the claims asserted by Plaintiff Hernandez are typical of those of the proposed collective.

172. Plaintiff Hernandez will fairly and adequately represent the interests of the Pipefitter Plaintiffs and have no interests conflicting with those of the proposed collective.

173. A collective action is superior to all other methods and is necessary in order to fairly and

[2] Hereinafter referred to as the "Pipefitter Plaintiffs."

completely litigate the claims of members of the proposed collective under the FLSA.

174. Plaintiff Hernandez's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

175. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Pipefitter Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the proposed collective without their knowledge or contribution.

176. The questions of law and fact are nearly identical for all Pipefitter Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

III. The Painter Collective

177. Plaintiff Isom seeks to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on his own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Painters and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

178. At all relevant times, Plaintiff Isom was similarly situated to all such individuals in the Painter Collective[3] because while employed by Defendants McDermott & CB&I, Plaintiff Isom and all Painter Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the

[3] Hereinafter referred to as the "Painter Plaintiffs."

same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

179. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Isom and the Painter Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

180. The members of the proposed Painter Collective are readily discernable and ascertainable. All Painter Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

181. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Isom and the claims asserted by Plaintiff Isom are typical of those of the proposed collective.

182. Plaintiff Isom will fairly and adequately represent the interests of the Painter Plaintiffs and has no interests conflicting with those of the proposed collective.

183. A collective action is superior to all other methods and is necessary in order to fairly and completely litigate the claims of members of the proposed collective under the FLSA.

184. Plaintiff Isom's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

185. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Painter Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of

the proposed collective without their knowledge or contribution.

186. The questions of law and fact are nearly identical for all Painter Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

IV. The Rigger Collective

187. Plaintiff Jenkins seeks to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on his own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Riggers and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

188. At all relevant times, Plaintiff Jenkins was similarly situated to all such individuals in the Rigger Collective[4] because while employed by Defendants McDermott & CB&I, Plaintiff Jenkins and all Rigger Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

189. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Jenkins and the Rigger Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

190. The members of the proposed Rigger Collective are readily discernable and ascertainable.

[4] Hereinafter referred to as the "Rigger Plaintiffs."

All Rigger Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

191. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Jenkins and the claims asserted by Plaintiff Jenkins are typical of those of the proposed collective.

192. Plaintiff Jenkins will fairly and adequately represent the interests of the Rigger Plaintiffs and has no interests conflicting with those of the proposed collective.

193. A collective action is superior to all other methods and is necessary in order to fairly and completely litigate the claims of members of the proposed collective under the FLSA.

194. Plaintiff Jenkins's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

195. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Rigger Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the proposed collective without their knowledge or contribution.

196. The questions of law and fact are nearly identical for all Rigger Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

V. The Light Equipment Operator Collective

197. Plaintiff Williams seeks to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on his own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Light Equipment Operators and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

198. At all relevant times, Plaintiff Williams was similarly situated to all such individuals in the Light Equipment Operator Collective[5] because while employed by Defendants McDermott & CB&I, Plaintiff Williams and all Light Equipment Operator Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

199. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Williams and the Light Equipment Operator Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

200. The members of the proposed Light Equipment Operator Collective are readily discernable and ascertainable. All Light Equipment Operator Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

201. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's

[5] Hereinafter referred to as the "Light Equipment Operator Plaintiffs."

failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Williams and the claims asserted by Plaintiff Williams are typical of those of the proposed collective.

202. Plaintiff Williams will fairly and adequately represent the interests of the Light Equipment Operator Plaintiffs and has no interests conflicting with those of the proposed collective.

203. A collective action is superior to all other methods and is necessary in order to fairly and completely litigate the claims of members of the proposed collective under the FLSA.

204. Plaintiff Williams's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

205. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Light Equipment Operator Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the proposed collective without their knowledge or contribution.

206. The questions of law and fact are nearly identical for all Light Equipment Operator Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

VI. The Millwright Collective

207. Plaintiff Bethancourt seeks to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on his own behalf as well as those in the following collective:

> All persons employed by Defendants McDermott and CB&I at the Cameron LNG Liquefaction project as Millwrights and were and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per

workweek.

208. At all relevant times, Plaintiff Bethancourt was similarly situated to all such individuals in the Millwright Collective[6] because while employed by Defendants McDermott & CB&I, Plaintiff Bethancourt and Millwright Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

209. Defendants McDermott & CB&I are and have been aware of the requirement to pay Plaintiff Bethancourt and the Millwright Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

210. The members of the proposed Millwright Collective are readily discernable and ascertainable. All Millwright Plaintiffs' contact information is readily available in Defendants McDermott's & CB&I's records. Notice of this collective action can be made as soon as the Court determines.

211. All questions relating to Defendants McDermott's & CB&I's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendants McDermott's & CB&I's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Bethancourt and the claims asserted by Plaintiff Bethancourt are typical of those of the proposed collective.

212. Plaintiff Bethancourt will fairly and adequately represent the interests of the Millwright Plaintiffs and has no interests conflicting with those of the proposed collective.

213. A collective action is superior to all other methods and is necessary in order to fairly and

[6] Hereinafter referred to as the "Millwright Plaintiffs."

completely litigate the claims of members of the proposed collective under the FLSA.

214. Plaintiff Bethancourt's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

215. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Millwright Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the proposed collective without their knowledge or contribution.

216. The questions of law and fact are nearly identical for all Millwright Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendants McDermott's & CB&I's continued violations of the FLSA will undoubtedly continue.

VII. The Sun Collective

217. Plaintiff Champion seek to bring this suit as a collective action pursuant to 29 U.S.C. § 216(b) on their own behalf as well as those in the following collective:

> All persons employed by Defendant Sun at the Cameron LNG Liquefaction project as Pipefitters and were required to engage in prestart safety meetings before the start of their scheduled shift during the past three (3) years through the final date of disposition of this action who are or were not compensated one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

218. At all relevant times, Plaintiff Champion was similarly situated to all such individuals in the Sun Collective[7] because while employed by Defendant Sun, Plaintiff Champion and all Sun Plaintiffs performed their duties, were subject to the same laws and regulations, were paid in the same or

[7] Hereinafter referred to as the "Sun Plaintiffs."

substantially similar manner, were paid the same or similar rate, and were required to work "off-the-clock" without compensation at a rate of one and a half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours per workweek.

219. Defendant Sun is and has been aware of the requirement to pay Plaintiff Champion and the Sun Plaintiffs at a rate of one and a half (1½) times their hourly rate for all hours worked in excess of forty (40) per workweek, yet willfully choose not to.

220. The members of the proposed Sun Collective are readily discernable and ascertainable. All Sun Plaintiffs' contact information is readily available in Defendant Sun's records. Notice of this collective action can be made as soon as the Court determines.

221. All questions relating to Defendant Sun's violation of the FLSA share a common factual basis. No claims under the FLSA relating to Defendant Sun's failure to pay overtime wages for all hours worked in excess of forty (40) per week are specific to Plaintiff Champion and the claims asserted by Plaintiff Champion are typical of those of the proposed collective.

222. Plaintiff Champion will fairly and adequately represent the interests of the Sun Plaintiffs and has no interests conflicting with those of the proposed collective.

223. A collective action is superior to all other methods and is necessary in order to fairly and completely litigate the claims of members of the proposed collective under the FLSA.

224. Plaintiff Champion's attorneys are familiar and experienced with collective and class action litigation as well as employment and labor law litigation.

225. The public will benefit from the case being brought as a collective action because doing so will serve the interests of judicial economy by saving the Court's time and effort and reducing a multitude of claims to a single litigation. Prosecution of separate actions by individual Sun Plaintiffs creates a risk for varying results based on identical fact patterns as well as disposition of interests of members of the

proposed collective without their knowledge or contribution.

226. The questions of law and fact are nearly identical for all Sun Plaintiffs and therefore proceeding as a collective action is ideal. Without judicial resolution of the claims asserted on behalf of the members of the proposed collective, Defendant Sun's continued violations of the FLSA will undoubtedly continue.

CAUSES OF ACTION

COUNT I
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Hampton on Behalf of All Forklift Operator Plaintiffs

227. Plaintiff Hampton and the Forklift Operator Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

228. Throughout the period covered by the applicable statute of limitations, Plaintiff Hampton and other Forklift Operator Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

229. Throughout the period covered by the applicable statute of limitations, Defendants knowingly failed to pay Plaintiff Hampton and the Forklift Operator Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

230. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

231. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT II
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Hernandez on Behalf of All Pipefitter Plaintiffs

232. Plaintiff Hernandez and the Pipefitter Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

233. Throughout the period covered by the applicable statute of limitations, Plaintiff Hernandez and the Pipefitter Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

234. Throughout the period covered by the applicable statute of limitations, Defendants knowingly failed to pay Plaintiff Hernandez and the Pipefitter Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

235. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

236. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT III
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Isom on Behalf of All Painter Plaintiffs

237. Plaintiff Isom and the Painter Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

238. Throughout the period covered by the applicable statute of limitations Plaintiff Isom and the Painter Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

239. Throughout the period covered by the applicable statute of limitations, Defendants

knowingly failed to pay Plaintiff Isom and the Painter Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

240. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

241. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT IV

Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Jenkins on Behalf of All Rigger Plaintiffs

242. Plaintiff Jenkins and the Rigger Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

243. Throughout the period covered by the applicable statute of limitations Plaintiff Jenkins and the Rigger Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

244. Throughout the period covered by the applicable statute of limitations, Defendants knowingly failed to pay Plaintiff Jenkins and the Rigger Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

245. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

246. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT V
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Williams on Behalf of All Light Equipment Operator Plaintiffs

247. Plaintiff Williams and the Light Equipment Operator Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

248. Throughout the period covered by the applicable statute of limitations Plaintiff Williams and the Light Equipment Operator Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

249. Throughout the period covered by the applicable statute of limitations, Defendants knowingly failed to pay Plaintiff Williams and the Light Equipment Operator Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

250. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

251. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT VI
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Bethancourt on Behalf of All Millwright Plaintiffs

252. Plaintiff Bethancourt and the Millwright Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

253. Throughout the period covered by the applicable statute of limitations Plaintiff Bethancourt and the Millwright Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

254. Throughout the period covered by the applicable statute of limitations, Defendants

knowingly failed to pay Plaintiff Bethancourt and the Millwright Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

255. Defendants McDermott's and CB&I's conduct was willful and lasted for the duration of the relevant time periods.

256. Defendants McDermott's and CB&I's conduct was in violation of the Fair Labor Standards Act.

COUNT VII
Violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, Made by Plaintiff Champion on Behalf of All Sun Plaintiffs

257. Plaintiff Champion and the Sun Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

258. Throughout the period covered by the applicable statute of limitations, Plaintiff Sun and other Sun Plaintiffs were required to work and did in fact work in excess of forty (40) hours per workweek.

259. Throughout the period covered by the applicable statute of limitations, Defendant Sun knowingly failed to pay Plaintiff Champion and the Sun Plaintiffs the statutorily required overtime rate for all hours worked in excess of forty (40) hours per workweek by requiring them to work "off-the-clock."

260. Defendant Sun's conduct was willful and lasted for the duration of the relevant time periods

261. Defendant Sun's conduct was in violation of the Fair Labor Standards Act

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all the Collective Plaintiffs, demand judgment against Defendants as follows:

A. At the earliest possible time, Plaintiffs should be allowed to give notice of this collective

action, or the Court should issue such notice, to all members of the purported Collective, defined herein. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Designation of Plaintiffs as representatives of the FLSA Collectives defined herein, and Plaintiffs' counsel as Collective Counsel;

C. Equitable tolling of the FLSA statute of limitations as a result of Defendants' failure to post requisite notices under the FLSA;

D. Certification of this action as a collective action pursuant to 29 U.S.C. § 216(b) for the purposes of the claims brought on behalf of all proposed Collective Members under the FLSA;

E. Demand a jury trial on these issues to determine liability and damages;

F. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

G. A judgment declaring that Defendants practices complained of herein are unlawful and in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*.

H. All damages which Plaintiffs and all Collective Plaintiffs have sustained as a result of Defendants' conduct, including back pay and liquidated damages;

I. An award to Plaintiffs and all Collective Plaintiffs of pre-judgment interest at the highest level rate, from and after the date of service of the initial complaint in this action on all unpaid wages from the date such wages were earned and due;

J. An award to Plaintiffs and all Collective Plaintiffs representing Defendants' share of FICA, FUTA, state unemployment insurance and any other required employment taxes;

K. An award to Plaintiffs and all Collective Plaintiffs for the amount of unpaid wages, unpaid

overtime, including interest thereon, and penalties, including liquidated damages subject to proof;

L. Awarding Plaintiffs and all Collective Plaintiffs their costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees, and other costs;

M. Awarding Plaintiffs and all Collective Plaintiffs post-judgment interest, as provided by law; and

N. Granting Plaintiffs and all Collective Plaintiffs other and further relief as this Court finds necessary and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all questions of fact raised by this Complaint.

Dated: April 13, 2021

/s/ Philip Bohrer
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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on April 13, 2021, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will send notice of electronic filing to all counsel registered in this case. Any counsel not registered for electronic notice of filing with the Clerk of Court will be mailed a copy of the above and foregoing, First Class U.S. Mail, postage prepaid and properly addressed.

/s/ Philip Bohrer
Philip Bohrer