

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Bruce C. Cohen, individually, as private attorney general, and on behalf of similarly situated individuals,

Court File No. 0:20-cv-01689-DSD-BRT

Plaintiff,

v.

**STIPULATION OF
UNDISPUTED FACTS**

Consilio LLC, and Consilio Services, LLC,
Defendants.

Plaintiff Bruce C. Cohen (“Plaintiff” or “Mr. Cohen”) and Defendants Consilio LLC, and Consilio Services, LLC (collectively, “Defendant” or “Consilio”), through their undersigned counsel, hereby stipulate that the following facts are undisputed:

1. Consilio engaged Mr. Cohen as a licensed attorney document reviewer in Minnesota beginning on about August 13, 2018

2. Mr. Cohen has continued to work for Consilio as a licensed attorney document reviewer since that time and is compensated for all his work hours on an hourly rate basis.

3. Before August 5, 2019, Consilio paid its licensed attorney document reviewers in Minnesota an overtime premium for all hours worked over 40 in a workweek.

4. On July 31, 2019, Consilio informed its Minnesota licensed attorney document reviewers that the company was modifying its “[o]vertime policy for projects which require an active bar license.” Consilio explained that, as of August 5, 2019, “all projects in Minneapolis that require an active bar license will be eligible for up to 60 hours a week at straight time at your base pay rate.”

5. On August 5, 2019, Consilio discontinued paying licensed attorney document reviewers in Minnesota overtime after 40 hours in a workweek based on its determination that licensed attorney document reviewers are exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”).

6. On December 1, 2019, Mr. Cohen sent an email to Consilio entitled “Notice and Demand for Payment of Overtime.” That email is attached as **Exhibit A**.

7. On August 4, 2020, Mr. Cohen commenced this lawsuit.

8. Consilio asserts that on November 29, 2021, it paid the licensed attorney document reviewers that it had employed at any time in Minnesota between August 5, 2019 and November 29, 2021 a total of \$209,017 in overtime wages and \$46,993.01 in liquidated damages, for a total payment of \$256,010.01. Consilio paid Mr. Cohen specifically \$3,225.21 in overtime wages and \$462 in liquidated damages that were claimed by Mr. Cohen under the Minnesota Fair Labor Standards Act.

9. Mr. Cohen does not dispute that he has been paid for all overtime wages he alleges he is owed in this lawsuit. Mr. Cohen does not dispute that he has also been paid any liquidated damages to which he alleges he is entitled under the Minnesota Fair Labor Standards Act, Minn. Stat. 177.21, *et seq.* On September 20, 2021, Mr. Cohen served his initial disclosures. Those initial disclosures are attached as **Exhibit B**.

10. On July 22, 2022, Mr. Cohen produced a “First Supplement to Demand For Damages And Claims,” which is attached as **Exhibit C**. Mr. Cohen acknowledges that that he was paid in full for all alleged unpaid wages as of November 27, 2021, and that

daily wage penalties under section 181.101 were cut off as of November 27, 2021. Mr. Cohen calculates the average daily wage penalty allegedly owed to him be \$172,080.

Dated: August 12, 2022

/s/ John H. Lassetter

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Dated: August 12, 2022

/s/ Earl John Singh

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4857-1648-2094.1 / 085129-1003

EXHIBIT A

ATTACHMENT D (to Complaint)

(PLAINTIFFS' NOTICE AND DEMAND FOR PAYMENT OF OVERTIME)

Bruce Cohen - bccohenatty@gmail.com
jennifer.vaughan@consilio.com,
olivia.moore@consilio.com,
ermenamara@consilio.com
Dec 1, 2019, 9:40 AM

NOTICE OF WAGE CLAIMS

gmail.com

December 1, 2019

Via email

TO: CONSILIO SERVICES, LLC

Attention: JENNIFER VAUGHAN, jennifer.vaughan@consilio.com

OLIVEA MOORE olivia.moore@consilio.com

LIZ MCNAMARA ermenamara@consilio.com

FROM: BRUCE C. COHEN, INDIVIDUALLY AND COLLECTIVELY ON
BEHALF OF MINNEAPOLIS DOCUMENT REVIEWERS

RE: NOTICE OF WAGE CLAIMS

This Notice of Wage Claims is for overtime, made on my own behalf and on behalf of and at the behest of other Minneapolis Document Reviewers ("Employees") on and in their individual and collective interests in accordance with the National Labor Relations Act Section 7 ("NLRA"), 29 USC Section 151 et seq.; Fair Labor Standards Act ("FLSA"), 29 USC Section 203 et seq.; Minnesota Overtime Statute ("MOS"), Minn. Statutes Section 177.25; Minnesota Whistleblower Act, Minn. Statutes Section 181.932.1(1) and applicable regulations.

Employees request Consilio Services, LLC ("Employer") to return to its lawful overtime policy that was in effect prior to August 5, 2019 ("Prior Policy") and to make all affected Employees whole. Prior Policy paid nonexempt employees overtime after forty (40) hours of work. The new policy that is effective after August 5, 2019 ("New Policy") pays nonexempt employees overtime only after sixty (60) hours per week unless overtime is an approved pass along cost to a client. The New Policy violates federal and state statutes and regulations.

WAGES DUE TO BRUCE C. COHEN*

Hourly rate: \$24 per hour

Overtime rate (time and one-half): \$36 per hour

For the payroll ending November 10, 2019, Cohen worked 48.75 hours.

8.75 hours should have been paid at the overtime rate, but were paid at the regular rate.

Amount due: \$105.00 (8.75 hours x \$12 per hour differential).

For the payroll ending November 17, 2019, Cohen worked 41.25 hours.

1.25 hours should have been paid at the overtime rate, but were paid at the regular rate.

Amount due: \$15.00 (1.25 hours x \$12 per hour differential).

For the payroll due ending November 24, 2019, Cohen worked 47.25 hours.

7.25 hours should have been paid at the overtime rate, but were paid at the regular rate.

Amount due: \$87.00 (7.25 hours x \$12 per hour differential).

Total Amount Due as of pay period ending November 24, 2019 = \$207.00.*

*This is a continuing claim. Similar future claims are expected to arise weekly.

WAGES DUE TO OTHER EMPLOYEES WILL REQUIRE EMPLOYER TO REVIEW ITS PAYROLL RECORDS.

Be notified that failure to pay non-exempt wages within forty-eight (48) hours of written notice can subject the employer to statutory penalties, interest and expenses, including reasonable attorney fees and costs.

Be notified of the opportunity for Employer to mitigate damages.

EMPLOYER MUST PAY OVERTIME TO EMPLOYEES WHO ARE NOT ACTUALLY ENGAGED IN THE PRACTICE OF LAW

SUMMARY

Under the FLSA, there are two exemptions to avoid overtime. First, an attorney who is paid a specified minimum salary is exempted from overtime requirements. This exemption is not applicable to this claim since no Employee receives a fixed salary. Second, an attorney who is “actually engaged in the practice of law” is exempt. Employees are not “actually engaged in the practice of law” and as a result, Employer is required to pay overtime.

ANALYSIS

The requirements for compensation of professional employees are specified in 29 CFR § 541.300 et. seq. “Professional employee” is a term of art. It “require[s] knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction.” *Id.* “An employee who performs work requiring advanced knowledge generally uses the advanced knowledge to analyze, interpret or make deductions from varying facts or circumstances.” *Id.* at §541.301 (b). The American Bar Association’s

(“ABA”) model definition of the practice of law is insightful: “The practice of law is the application of legal principles and judgment with regard to the circumstances or objectives of a person that require the knowledge and skill of a person trained in the law....”¹

Work requiring advanced knowledge is defined in the FLSA.

It “means work which is predominantly intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment, as distinguished from performance of routine mental, manual, mechanical or physical work. An employee who performs work requiring advanced knowledge generally uses the advanced knowledge to analyze, interpret or make deductions from varying facts or circumstances. Advanced knowledge cannot be attained at the high school level.”

The employer is exempt from overtime requirements when the attorney is actually engaged in the practice of law. ² Id. at § 541.304 subparts (a) and (d):

§ 541.304 Practice of law or medicine.

(a) The term “employee employed in a bona fide professional capacity” in section 13(a)(1) of the Act also shall mean:

(1) Any employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and is actually engaged in the practice thereof;

* * *

(d) The requirements of § 541.300 and subpart G (salary requirements) of this part do not apply to the employees described in this section.

EMPLOYEES ARE NOT ACTUALLY ENGAGED IN THE PRACTICE OF LAW

Employees are first level document reviewers. Their primary duty is to sort documents into two electronic piles: responsive and nonresponsive piles; privileged and nonprivileged piles. Other tasks relate to Personal Identifiable Information (“PII”), and issue coding. The tasks are routine and mechanical and rarely require any independent judgment and analysis of a licensed attorney. Sorting into two piles is typically done by paralegals in a traditional law firm. Sorting into two piles is now being done by computers with artificial intelligence (“AI”) predictive coding software.

Whether a document is responsive or nonresponsive is specified in a coding protocol (“protocol”). Employees have no input in the design of protocols. Employees cannot agree or disagree on whether a protocol is consistent with statutory law, common law or litigation practice. If an Employee disagrees with a protocol, the Employee must set aside his/her own knowledge of the law. The Employee must set aside any exercise of his/her discretion and judgment. The task is to mechanically follow the protocol. Further in the document review

workflow, supervising attorneys review and correct any document not coded consistently with the protocol. Coding is so mechanical and routine that proficient Employees can code in excess of 100 documents per hour.

Coding for Personal Identifiable Information (“PII”) cannot possibly be defined as the practice law. PII coding is typically done by paralegals in a traditional law firm. PII coding can be done by a properly trained high school student. PII coding identifies

documents that contain a client’s social security number, driver’s license number, bank account numbers, home address and phone numbers, medical information and the like. Machines with AI coding software can now perform these functions. Identifying and redacting PII is so mundane, mechanical and routine that it is absurd to consider it the practice of law. Once again, a proficient Employee can review, code, redact in excess of 100 documents per hour.

Another example of mechanical coding is attorney client privilege. The task of the first level review is to sort documents into two electronic piles: privileged and nonprivileged. First level reviewers do not usually review “naked” documents but instead, highlighted documents. AI coding software typically highlights the name of attorneys or law firms that may be asked to give legal advice, typically in red. Also in red are words or phrases associated with the concept of attorney client privilege such as advice, review, approval, comment, and the like. Advanced AI software incorporate Linguistic Modeling, which takes these words and phrases into the context used in the document.

Employees review the red highlights and make a mostly snap decision whether the red highlights relate to a request for or relate to providing legal advice. On some coding projects, if the client’s attorney or law firm is highlighted, the document are automatically coded as privileged. Other attorneys high up in the workflow review those document for substantive merit. A proficient Employee can review, code, redact and create a privilege log for about 20 to 50 documents per hour.

Employer does not even require Employees to have a law license except per client contracts. It hires JD only employees to perform first level document review. Further, certain projects do not even require substantive legal knowledge or experience for first level document review. An example is Intellectual Property. Most of Employer’s Reviewers do not have any actual training or experience in the substantive area of intellectual property, other than what is taught in law school. Nonetheless, Employees routinely code intellectual property documents.

The work of Employees is under significant supervision, similar to paralegals in a traditional law firm. After coding a document, the next step in the workflow is quality control (“QC”). The primary QC reviewer is an attorney. The QC attorney corrects any coding that is not consistent

with the protocol. Other QC reviewers analyze data metrics, run reports and perform other administrative functions.

Employees do not meet with or communicate with clients, do not render any legal opinions, do not conduct any legal research, do not draft any briefs or motions, and do not appear in court. It cannot seriously be claimed that Employees are “actually engaged in the practice of law” when performing first level document review.

CONCLUSION

Employees who work in excess of 40 hours per week are entitled to overtime.³

On behalf of myself and other Employees, we respectfully request that Employer return to the Prior Policy and pay Employees for work in excess of forty (40) hours per week.⁴

If Employer declines to pay the wages due, kindly provide the complete basis for the denial.

SINCERELY AND COLLECTIVELY SUBMITTED:

/S/ Bruce C. Cohen

¹ It is also insightful to contrast the responsibilities of an attorney and paralegal. “A legal assistant or a paralegal is a person, qualified by education, training or work experience who is employed or retained by a lawyer, law office, corporation, governmental agency or other entity and who performs specifically delegated substantive legal work for which a lawyer is responsible.” ABA Definition of Legal Assistant/Paralegal. The ABA clarifies that “paralegals perform substantive legal work that would otherwise be done by attorney.” “Clerical work is not substantive legal work” and “Attorneys remain responsible for legal work delegated to paralegals and must supervise paralegals’ work.”

² Professional employees paid at least a specified minimum salary also are exempt from the overtime requirements. *Id.* at §541.301. This exemption is not applicable to these wage claims.

³ The MOS mandates that overtime is payable for hours worked in excess of forty-eight (48) in one week. Like the FLSA, MOS provides an exemption for professional employees under Minnesota Statutes Section 177.25.7(6). However, under the regulations Section 5200.021 (Professional Tests), Employees are not professionals for purposes of overtime. Although there are two (2) alternate tests for professional status under Section 5200.021, both require that the professional receive a certain fixed salary or fees, which is not applicable in these claims since it is undisputed that Employees are paid hourly. Accordingly, Employees are not professionals who are exempt from overtime requirements of MOS. Therefore, Employees are entitled to overtime payments under the MOS for all hours worked in excess of forty-eight (48) in one week.

4 This brief and high level summary of facts and law is not intended to represent all of the relevant facts or law that may be applicable in this case. It is merely provided as notice to the employer that it adopted misguided policies and procedures.

EXHIBIT B

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

BRUCE C. COHEN, individually, and as
PRIVATE ATTORNEY GENERAL, and
on behalf of similarly situated individuals,

Court File No.: 20-cv-01689
DSD-HB

PLAINTIFFS,

v.

CONSILIO LLC, and
CONSILIO SERVICES, LLC,

DEFENDANTS.

PLAINTIFFS' INITIAL DISCLOSURE STATEMENT

Plaintiffs, through their undersigned counsel, hereby make the following initial disclosures as required by Federal Rule of Civil Procedure 26(a)(1).

1. A(i): the name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

DISCLOSURE:

Fact Witnesses:

Plaintiff discloses the following individuals, most of whom are current or past putative class member currently unknown until discovery, or Defendants current or past employees involved in the management/supervision of First Pass Review employees, most of whom are not yet known until discovery.

Relative to First Pass Review and whether First Pass Review duties by licensed attorneys, non-licensed attorneys, including but not limited to Juris Doctors (J.Ds),

non-US licensed individuals in India or any other non-US location, paralegals, and other non-licensed attorney individuals are engaged in the practice of law:

- Current or prior putative class members, including but not limited to Bruce C. Cohen, and all individuals included on the excel list of putative class members provided by Defendants. Defendants are in possession of the name, addresses and phone numbers of these individuals and Plaintiff is not, all of whom are believed to have worked on First Pass Review Projects in Minnesota and in other offices of Defendants.
- Defendants' management of First Pass Review Projects including but not limited to current employees of Defendants with hand-on experience as First Pass Review team lead/co-lead, or similar other leadership roles, including but not limited to Sean Reisman, manager of the Minneapolis office, James Hines, Charlotte, North Carolina, Sofia Marescalco, Florida, Meredith Churchwell, Raleigh, North Carolina; human resource individuals at each of Defendants offices that engages in First Pass Review or at corporate headquarters, domestic or internally, including India with responsibilities over the hiring, including Edeleno Roman; the firing and other personnel matters including but not limited to maintaining records on hours worked by First Pass Reviewer, including but not limited to overtime; individuals that perform Quality Control and similar functions on First Pass Review Projects; individuals that gather and analyze relevant metrics on First Pass Review Projects; individuals that train First Pass Review Projects employees; individuals that develop and discuss with Defendants' customers, the requirements of a Protocol that are used to process documents through First Pass Review Projects. These individuals are not yet known to Plaintiffs until engaging in discovery.
- Individuals in the industry with responsibilities and/or experience on First Pass Review Projects, similar to those stated above. These individuals have not yet been identified.
- Defendants' current or past employees with responsibility to develop algorithms or utilize/modify Defendants' proprietary software or third-party software such as Relativity, used by computers to assist in First Pass Review of documents. These individuals have not been identified until engaging in discovery.

- Senior and/or mid-level managers of defendant that have responsibility over the development of policy, modification of policy relative to whether First Level Document Reviewers are classified as exempt or non- exempt employees, not subject to the requirements of the FLSA or its state-counterparts, including but not limited to Michael Flanagan. Most of these individuals have not yet been identified.

EXPERT WITNESSES

To be disclosed pursuant to the rules of civil procedure:

- An expert witness is expected to testify relative to computers engaged in First Pass Review and whether computer so utilized are engaged in the practice of law. This expert has not yet been identified.
 - An expert witness is expected to testify, relative to industry-wide document review on whether First Pass Review primary duties constitute the practice of law. This expert has not yet been identified.
2. A(ii): a copy or a description by category and location, of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

DISCLOSURE:

Plaintiffs discloses:

- Exhibits attached to the Complaint, all of which also are in the possession of Defendants.
 - Excel spreadsheet, initially received from Defendants and subsequently modified by Plaintiffs to calculate overtime, penalties, interests and attorney fees demanded by Plaintiffs to be produced under different cover.
3. A(iii) a computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

DISCLOSURE:

As of the date of mediation, Plaintiff estimates damages as follows:

Minnesota sub class (75 attorneys)		
Overtime (differential)	\$ 174,721	
Daily average wage penalty	\$8,484,264	
Statutory penalties ¹	\$ 75,000	
Total		\$8,733,985
Attorney fees/costs (40 percent)	\$3,493,594	
Demand by MN subclass		\$12,227,580
National class (2227attorneys, excluding MN subclass)		
Overtime (differential)	\$5,909,403	
Liquidated Damages	\$5,909,493	
Total		\$11,818,806
Attorney fees/costs (40 percent)	\$ 4,727,522	
Demand for national class		\$16,546,329
Total Demand		\$28,773,909

4. A(iv) for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or p art of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

DISCLOSURE:

Plaintiffs responds as follows: not aware of any.

Respectfully submitted,

SINGH ADVISORS, LLC

Dated: August 20, 2021

s/ Earl John Singh
Earl John Singh, # 0178263

¹ Per MN wage statutes, each statutory violation is \$1,000. There are multiple statutory violations per employee although for purposes of mediation, only one \$1,000 per employee is made. Liquidated damages are included in the federal claim and adjustments need to be made relative to both subclasses.

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*Attorneys for the Plaintiffs, the proposed
FLSACollective, and the potential
Rule 23 Class*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Plaintiffs' Rule 26(a)(1) Disclosures was email, by consent of Defendants, to the email address of Defendants counsel, John Lasseter, Esq, and Littler Mendelson on September 20, 2021

Dated: September 20, 2021

s/ Earl J. Singh
Earl J. Singh

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

BRUCE C. COHEN, individually, and)	Court File #: 20-1689 (DSD/HB)
on behalf of similarly situated individuals,)	
and as private attorney general,)	
)	PLAINTIFF'S FIRST
Plaintiff,)	SUPPLEMENT TO DEMAND
v.)	FOR DAMAGES AND CLAIMS
)	
CONSILIO LLC, and)	
CONSILIO SERVICES, LLC.)	
)	
Defendants.)	

Bruce Cohen (“Cohen”), by and through his undersigned counsel submits his First Supplement to Demand for Damages and Claims to Defendants Consilio LLC and Consilio Servicers, LLC (collectively, “Consilio”). The damages and claims set forth herein constitute the best information presently to Cohen. Cohen continues to investigate the facts underlying the lawsuit and has not completed its discovery or preparation for trial. Accordingly, these demands and claims are provided without prejudice to Cohen’s rights to timely amend, supplement or changes his demands or claims, if and when additional, different, or more accurate information becomes available.

The putative national class is believed to be about 4,500 licensed attorneys. An earlier demand was made for about 2,227 national employees for overtime

wages not paid (the differential) through July 25, 2021 of about \$6 million, plus liquidated damages of \$6 million, and attorney fees, disbursements and costs estimated at \$3,493,594, for a total of about \$16,546,329. ¹ The FLSA professional employee exemption does not apply.

Minnesota subclass is believed to be about 106 employees. An earlier demand was made for about 75 employees through July 25, 2021 of unpaid overtime (the differential) of about \$174.721, Daily Average Wage Penalty of \$8,484,264, Statutory Penalties of about \$75,000, and attorney fees, disbursements and costs of about \$3,493,594, for a total of 12,227,580. ² Interest was not included and needs to be included.

On or about November 29, 2021, Consilio made unilateral payments to purportedly stop the clock from continuing and limit the amount of average daily wage penalty and all other amounts due and owing to Cohen and the Minnesota class. Consilio purportedly paid to the Minnesota class \$209,017 in overtime (the differential) and \$46,993.01 in liquidated damages for total unilateral payments of \$256,010.01. For Cohen, unilateral payments include purportedly paying overtime in the amount of \$3,225.21 and liquidated damages in the amount of \$462.00.

¹ This amounts need to be updated and made current to the date of a judgment or settlement.

² These amounts also need to be similarly updated.

Below is an estimate of Plaintiff Cohen’s calculation for his damages based on the records in his possession, pursuant to the FLSA and Minnesota Statutes Sections 181,171, 181.101 and 177.27. For purposes of settlement only, Plaintiff accepts that he was paid in full for unpaid wages on or about November 27, 2021 and uses November 27, 2021 as the cut-off date for the accrual of daily wage penalties pursuant to Section 181.101.

Summary of Cohen Claims

Liquidated Damages	2,384.92
Failure to Pay Minnesota OT Wages Duc Penalty	42,000
Minnesota Wage Act Notification Failure	42,000
Average Daily Wage Penalty	172,080*
Prejudgment Interest (4%)	11,511.48*
Injunctive Relief	
Attorney Fees, Costs, Disbursements	TBD
Class Representative Premium	\$5,000
Total	\$274,976.40*

*If the correct OT was not paid on November 27, 2022, the number of days in penalty and interest will need to be increased accordingly to the day that all wages due are paid.

A. Cohen Claim for FLSA Liquidated Damages = \$1,440.0 + \$944.92 = \$2,384.92

For 15 pay periods, Cohen total overtime exceeded 48 hours in a single work week. Consilio paid liquidated damages for overtime work in excess of 48 hours, but did not pay liquidated damages for 8 hours, between 40-48.

Methodology: 8 hrs x differential not paid (1/2 of \$24) = \$12 = \$98/pay period x 15 = \$1,440.

Payroll Date	Total Hours	Total OT Hours	LD Hours Not Paid	Differential Rate	Amount Due
11/15/2019	48.75	8.75	8	12	96
1/17/2020	60	20	8	12	96
1/24/2020	54	14	8	12	96
2/07/2020	49.25	9.25	8	12	96
2/14/2020	51.50	11.50	8	12	96
2/21/2020	55.25	15.25	8	12	96
3/06/2020	52.25	12.25	8	12	96
4/10/2020	49.50	9.5	8	12	96
4/17/2020	52.50	12.50	8	12	96
4/24/2020	50	10	8	12	96
5/01/2020	54.50	14.50	8	12	96
5/08/2020	56.25	16.25	8	12	96
5/15/2020	50	10	8	12	98
5/22/2020	52.17	12.17	8	12	98
5/29/2020	54.25	14.25	8	12	98
Totals					\$1,440.00

In addition, there are 27 pay periods with less than 8 hours OT for which liquidated damages were not paid.

11/22/2019	41.25	1.25	1.25	12	15
11/29/2019	47.25	7.25	7.25	12	87
12/13/2019	41.0	1.0	1.0	12	12
12/27/2019	44.25	4.25	4.25	12	51
1/03/2020	41.5	1.5	1.5	12	18
1/31/2020	41.5	1.4	1.4	12	18.8
2/28/2020	44,75	4.75	4.75	12	57
3/20/2020	41.5	1.5	1.5	12	18
3/27/2020	42.5	2.5	2.5	12	30
4/03/2020	43.25	3.25	3.25	12	39
6/19/2020	47.99	7.99	7.99	12	95.88
Bi-weekly					
7/02/2020	41.08	1.08	1.08	12	12.96
	45.33	5.33	5.33	12	63.96
7/17/2020	-	-	-	-	-
	46.25	6.25	6.25	12	75
7/31/2020	43.34	3.34	3.34	12	41.28
	42.49	2.49	2.48	12	29.76
8/14/2020	41.18	1.18	1.18	12	14.16
	43	3	3	12	36
9/25/2020	-	-	-	-	-

	41.34	1.34	1.34	11.50	16.08
10/09/2020	40.67	0.67	0.67	11.50	3.91
	-	-			
11/06/2020	44.43	4.43	4.43	11.50	50.95
	40.67	0.67	0.67	11.50	7.70
11/20/2020	40.33	0.33	0.33	11.50	3.80
	40.32	0.32	0.32	11.50	6.68
12/04/2020	-	-	-	-	-
	45.02	5.02	5.02	11.50	57.73
12/18/2020	41.07	1.07	1.07	11.50	12.31
	-	-			
9/19/2021	-	-	-	-	
	46.17	6.17	6.17	11.50	70.96
Totals					944.92

B. Cohen’s Claim of penalty for failure to pay overtime due (M.S. 177.27 Subd. 8 and MS. 181.101).

There are 42 weeks (as specified above) that Cohen incurred overtime (in excess of 40 hours/week) but was not paid overtime.

MS 177.27 specifies a maximum penalty of \$1,000 per violation x 42 weeks = \$42,000

C. Cohen’s Claim for Daily Average Wage Penalty due and not paid.

Methodology: At the time of his December 1, 2019 Unpaid Wages Demand Letter, Mr. Cohen typically worked four 10-hour days/week at \$24/hr for a daily rate of \$240.

From December 12, 2019 to November 27, 2022 = 717 days

Daily Average Penalty = \$172,080*

*If the correct OT was not paid on November 27, 2022, the number of days in penalty and interest will need to be increased accordingly to the day that all wages due are paid.

D. Cohen's Claim for Prejudgment Interest from December 12, 2019, to November 27, 2021 (717 days). = \$6,692.48*

Claim for Prejudgment Interest from November 27, 2021 to July 31, 2022 (246 days) = \$4,819*. **Total-\$11,511.48***

Methodology: 1) Daily Interest = Daily Wage \$240.00 x 4% / 365 = \$.026/day;

2) Total days December 12, 2019 to November 27, 2021 = 717=N. Total Days = **257,403** (N/2)(N + 1)

3) Total days x Daily interest= 257,403 x \$.026= **\$6,692.48** to November 27, 2021.

4). Total Due (DWP plus 4% interest) on November 27, 2021 = **\$178,772.48.**

Daily interest (4%) from November 27, 2021 to July 31, 2022 = \$19.59. Total days = 246. Total interest = \$19.59 x 246 = **\$4,819.**

E. Cohen's Claim for Injunctive Relief

Cohen seeks injunctive relief for violations of the Minnesota Wage Theft Act and to compel Consilio to pay all future overtime for all hours in excess of 40 hours in any one week, pursuant to the FLSA.

E. Claim for Attorney fees, Costs, Disbursement

Cohen seeks attorney fees, costs and disbursements

G. Claim for Collective and Class Action

Cohen seeks relief for the above claims on behalf of the collective and class action (national and Minnesota).

ATTORNEYS FOR PLAINTIFFS

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