UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

BRIANNA HARTMAN on behalf of herself and all others similarly situated,

Plaintiff,

v.

PINNACLE SERVICES, INC.,

Defendant.

CLASS AND COLLECTIVE ACTION COMPLAINT

PRELIMINARY STATEMENT

1. This is a collective and class action brought by Brianna Hartman ("Plaintiff"), on behalf of herself and all others similarly situated (the "putative FLSA Collective"), and on behalf of the members of the putative Minnesota Rule 23 Class, to recover unpaid wages from Pinnacle Services, Inc. ("Defendant").

2. Plaintiff brings this action on behalf of herself and all similarly situated individuals for violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"). Plaintiff's FLSA claim is asserted as a collective action pursuant to 29 U.S.C. § 216(b).

3. Plaintiff also brings claims to recover unpaid wages under the Minnesota Payment of Wages Act ("MPWA"), Minn. Stat. § 181.101, and the Minnesota Fair Labor Standards Act ("MFLSA"), Minn. Stat. § 177.25. Plaintiff brings these state law claims as a putative class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

4. The putative FLSA Collective is made up of all persons who work or worked for Defendant as Case Managers or other similar job titles who were paid a salary and treated as exempt from overtime laws and whose primary job duty was to provide case management services during the applicable statutory period.

5. The putative Minnesota Rule 23 Class is made up of all persons who work or worked for Defendant in Minnesota as Case Managers or other similar job titles who were paid a salary and treated as exempt from overtime laws and whose primary job duty was to provide case management services during the applicable statutory period.

6. As a result of Defendant's willful and illegal pay practices, Plaintiff and those similarly situated were deprived of compensation for their hours worked over 40 and 48 per workweek in violation of federal and Minnesota state law.

JURISDICTION AND VENUE

7. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 to hear this Complaint and to adjudicate these claims because this action is brought under the FLSA.

8. This Court also has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over the state law claims asserted, as the state and federal claims derive from a common nucleus of operative fact.

9. Venue is proper in the United States District Court for the District of Minnesota pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this district.

PARTIES

10. Defendant Pinnacle Services, Inc. (referred to as "Defendant" throughout) is registered to do business in the State of Minnesota and has its principal place of business at 724 Central Ave NE, Minneapolis, Minnesota 55414.

11. Plaintiff's tax forms and direct deposit earning statements list Pinnacle Services, Inc. as the name of her employer and further list 724 Central NE Ave, Minneapolis, Minnesota 55414, which is the principal place of business for Defendant, as the address of her employer.

12. Upon information and belief, other similarly situated individuals' pay stubs and/or earning statements list Defendant as their employer.

13. According to its website, Defendant offers contract case management services to individuals who receive funding through medical assistance, home and community-based waivers.

14. Upon information and belief, Defendant operates in interstate commerce by, among other things, providing case management services pursuant to contracts with healthcare systems and counties and receiving the funding for their services through, in part, federal funding.

15. Upon information and belief, Defendant's gross annual sales made, or business done has been in excess of $500,000.00 at all relevant times.

16. At all relevant times, Defendant is, and has been, an "employer" engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(d).

17. Plaintiff Brianna Hartman is an adult resident of Oakdale, Minnesota.

18. Defendant employed Plaintiff as a Case Manager from approximately June 2023 to approximately March 2026.

19. Plaintiff worked out of Defendant's Minneapolis office, traveled throughout Dakota county and other Minneapolis counties for work, and also worked remotely from home.

20. Defendant paid Plaintiff an annual salary ranging from approximately $48,000.00 to $50,000.00.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

21. At all times relevant herein, Defendant operated a willful scheme to deprive Plaintiff and others similarly situated of their full compensation.

22. Defendant employed Plaintiff and other Case Managers.

23. Plaintiff and other Case Managers had a primary job duty of providing the case management services that Defendant contracts to provide.

24. According to its job postings, the minimum requirement to be employed by Defendant as a Case Manager is a four-year college degree with a major in any field and one year of full-time experience as a social worker/case manager/care coordinator in a public or private social service agency or one year of experience in education or treatment of persons served with developmental disabilities or related conditions.

25. Plaintiff possesses a bachelor's degree in psychology with a minor in criminal justice.

26. Plaintiff had no social work or case management experience prior to being hired by Defendant.

27. Plaintiff and other Case Managers were or are paid a salary with no overtime pay.

28. Defendant classified Plaintiff and other Case Managers as exempt from state and federal overtime laws, including the FLSA and/or MFLSA.

29. Defendant suffered and permitted Plaintiff to regularly work more than 40 and/or more than 48 hours in certain workweeks.

30. For example, in the workweek from January 5 to 9, 2026, Plaintiff estimates that she worked approximately 51 hours and did not receive overtime pay for her overtime hours.

31. Upon information and belief, Defendant also suffered and permitted the members of the putative FLSA Collective to regularly work more than 40 hours in certain workweeks and members of the putative Minnesota Rule 23 Class to regularly work more than 40 and/or 48 hours in certain workweeks.

32. Defendant has been aware, or should have been aware, that Plaintiff, the putative FLSA Collective, and the putative Minnesota Rule 23 Class performed non-exempt work that required payment of overtime compensation.

33. Defendant required Plaintiff, the putative FLSA Collective, and members of the putative Minnesota Rule 23 Class to regularly work overtime hours to complete all their job responsibilities and meet their required billable units.

34. Defendant knew or should have known that Plaintiff and the other similarly situated individuals worked unpaid overtime hours because, in part, Defendant assigned unmanageable caseloads and set a billable unit requirement that frequently required more

than forty hours of work per week and because Case Managers complained about the hours required to complete the work.

35. Defendant failed to keep accurate records of Plaintiff and other Case Managers' hours worked.

FLSA COLLECTIVE ACTION ALLEGATIONS

36. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

37. Plaintiff brings Count I individually and on behalf of the putative FLSA Collective.

38. Plaintiff files this action on behalf of herself and all other similarly situated individuals. The putative FLSA Collective is defined as follows:

> All persons who work or worked for Defendant as Case Managers or other similar job titles who are or were paid a salary and treated as exempt from overtime laws and whose primary job duty was to provide case management services from three years prior to the filing of this Complaint through judgment (the "FLSA Collective").

39. Plaintiff has consented in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). Plaintiff signed the consent form attached hereto as Exhibit A. Two additional Case Managers have also signed consent forms to opt-in to this action, which are attached as Exhibit B.

40. During the applicable statutory period, Plaintiff and the other similarly situated individuals routinely worked in excess of forty (40) hours in a workweek without receiving overtime compensation for their overtime hours worked.

41. Defendant willfully engaged in a pattern of violating the FLSA, as described in this Complaint, in ways including, but not limited to, requiring Plaintiff and the other similarly situated individuals to work hours over 40 per week and failing to pay them overtime compensation despite complaints by Plaintiff and other Case Managers about the hours required to complete the work.

42. Defendant is liable under the FLSA for failing to properly compensate Plaintiff and the putative FLSA Collective. Accordingly, notice should be sent to the putative FLSA Collective. There are numerous similarly situated current and former employees of Defendant who have suffered from Defendant's practice of denying overtime pay, and who would benefit from the issuance of court-supervised notice of this lawsuit and the opportunity to join. Those similarly situated employees are known to Defendant and are readily identifiable through its records.

MINNESOTA RULE 23 CLASS ACTION ALLEGATIONS

43. Plaintiff re-alleges and incorporates by reference all allegations in the preceding paragraphs.

44. Pursuant to Fed. R. Civ. P. 23(a) and 23(b), Plaintiff brings Counts II and III individually and on behalf of the putative Minnesota Rule 23 Class.

45. The class of similarly situated employees sought to be certified under Fed. R. Civ. P. 23(a) and 23(b) as a class action under the MPWA and MFLSA is defined as:

> All persons who work or worked for Defendant as Case Managers or other similar job titles in Minnesota who were paid a salary and treated as exempt from overtime laws and whose primary job duty was to provide case management services from three years prior to the filing of this Complaint through judgment (the "Minnesota Rule 23 Class").

46. The persons in the putative Minnesota Rule 23 Class are so numerous that joinder of all members is impracticable. While the precise number has not been determined, Defendant, on information and belief, has employed at least one hundred (100) individuals in the Case Manager job title or other similar job titles during the applicable statute of limitations period.

47. Plaintiff and the putative Minnesota Rule 23 Class have been commonly affected by Defendant's failure to pay them all compensation due under the MPWA and MFLSA.

48. There are questions of law and fact common to the putative Minnesota Rule 23 Class that predominate over any questions solely affecting individual members, including but not limited to the following:

a. Whether Defendant violated Minnesota law by failing to pay current and former Minnesota Rule 23 class members for all wages earned;
b. Whether Defendant violated Minnesota law by failing to pay overtime wages;
c. The proper measure and calculation of damages; and
d. Whether Defendant's violations were willful.

49. Plaintiff's claims are typical of those members of the putative Minnesota Rule 23 Class. Plaintiff, like other members of the putative Minnesota Rule 23 Class, were subject to Defendant's practices and policies described in this Complaint. Further, Plaintiff's job duties are typical of the putative Minnesota Rule 23 Class, as all class members are or were Case Managers or held other similar job titles for which the primary duty was to provide case management services.

50. Plaintiff will fairly and adequately protect the interest of the putative Minnesota Rule 23 Class and have retained counsel experienced in complex wage and hour class and collective action litigation.

51. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits in federal court against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

52. Plaintiff intends to send notice to all members of the putative Minnesota Rule 23 Class to the extent required by Fed. R. Civ. P. 23.

CAUSES OF ACTION

COUNT I – VIOLATION OF THE FAIR LABOR STANDARDS ACT
FAILURE TO PAY OVERTIME
(On Behalf of Plaintiff and the Putative FLSA Collective)

53. Plaintiff restates and incorporates by reference the above paragraphs as if fully set forth herein.

54. The FLSA, 29 U.S.C. § 207, requires employers to pay non-exempt employees one and one-half times the regular rate of pay for all hours worked over forty (40) hours per workweek.

55. At all relevant times, Plaintiff and the putative FLSA collective were employees within the meaning of 29 U.S.C. § 203(e)(1).

56. At all relevant times, Defendant has been an "employer" under the FLSA, 29 U.S.C. § 203(d).

57. Defendant is an enterprise engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(r), (s).

58. Defendant suffered and permitted Plaintiff and the putative FLSA collective to routinely work more than forty (40) hours in a workweek without overtime compensation.

59. Defendant's actions, policies, and practices described above violate the FLSA's overtime requirement by regularly and repeatedly failing to compensate Plaintiff and the putative FLSA collective their required overtime compensation.

60. As the direct and proximate result of Defendant's unlawful conduct, Plaintiff and the putative FLSA collective have suffered and will continue to suffer a loss of income and other damages. Plaintiff and the putative FLSA collective are entitled to liquidated damages and attorney's fees and costs incurred in connection with this claim.

61. By failing to accurately record, report, and/or preserve records of hours worked by Plaintiff and the putative FLSA collective, Defendant has failed to make, keep, and preserve records with respect to each of their employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201, *et seq*.

62. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a). Defendant knew or showed reckless disregard for the fact that their compensation practices were in violation of the law.

COUNT II – VIOLATION OF THE MINNESOTA FAIR LABOR STANDARDS ACT
(On behalf of Plaintiff and the Putative Minnesota Rule 23 Class)

63. Plaintiff, on behalf of herself and the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

64. Plaintiff and the putative Minnesota Rule 23 Class were or are employees of Defendant and Defendant was their employer within the meaning of the MFLSA, Minn. Stat. §§ 177.23 and 177.24.

65. The MFLSA requires employers to pay their employees for hours worked in excess of 48 in an individual work week at a rate no less than 1.5 times their regular hourly rate of pay.

66. When Defendant improperly classified Plaintiff and the putative Minnesota Rule 23 Class as exempt from overtime wages and failed to pay them overtime compensation for hours worked in excess of 48 per week, they violated the MFLSA.

67. The foregoing conduct constitutes a willful violation of the MFLSA within the meaning of Minn. Stat. § 541.07.

68. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and the putative Minnesota Rule 23 Class have suffered damages in an amount to be determined at trial.

69. Plaintiff and the proposed Minnesota Class are entitled to unpaid overtime, liquidated damages, attorney's fees and costs, and any other relief available under the MFLSA.

COUNT III - VIOLATION OF THE MINNESOTA PAYMENT OF WAGES ACT
(On behalf of Plaintiff and the Putative Minnesota Rule 23 Class)

70. Plaintiff, on behalf of herself and the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

71. Plaintiff and members of the proposed Minnesota Rule 23 Class are current and former employees of Defendant within the meaning of Minn. Stat. § 181.101.

72. Defendant is or was Plaintiff's and the proposed Minnesota Rule 23 Class's employer within the meaning of Minn. Stat. § 181.171(4).

73. The MPWA "provides a substantive right for employees to the payment of wages, including salary, earnings, and gratuities, as well as commissions, in addition to the right to be paid at certain times." Minn. Stat. § 181.101(a).

74. Minn. Stat. § 181.101 requires every employer to pay all wages earned by an employee at the rates of pay required by law, "including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority, whichever rate of pay is greater," at least once every 31 days on a regular payday designated in advance by the employer regardless of whether the employee requests payment at longer intervals. *Id.*

75. For purposes of Minn. Stat. § 181.101, wages are earned on the day an employee works and Minn. Stat. § 181.101 provides a substantive right for employees to

the payment of wages, including salary, earnings, and gratuities, as well as commissions, in addition to the right to be paid at certain times.

76. Minn. Stat. § 181.13 provides that when an employer discharges an employee, the wages or commissions actually earned and unpaid at the time of the discharge are immediately due and payable.

77. Minn. Stat. § 181.14 provides that when an employee quits or resigns employment, the wages or commissions earned and unpaid at the time the employee quits or resigns must be paid in full no later than the next regularly scheduled payday.

78. Defendant, pursuant to their pay practices, refused and failed to pay the Plaintiff and the proposed Minnesota Rule 23 Class for all of their hours worked over 40 per workweek.

79. By failing to properly compensate Plaintiff and the proposed Minnesota Rule 23 Class, Defendant violated, and continues to violate their statutory rights under Minn. Stat. §§ 181.101, 181.13, and 181.14.

80. Defendant's actions were willful and not the result of mistake or inadvertence. *See* Minn. Stat. § 541.07(5).

81. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and the proposed Minnesota Rule 23 Class have suffered damages in an amount to be determined at trial.

82. Plaintiff and the proposed Minnesota Rule 23 Class seek damages in the amount of their unpaid wages for all hours worked, reasonable attorneys' fees and costs

for this action, pre- and post-judgment interest, penalties, and such other legal and equitable relief as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the putative FLSA Collective, prays for judgment against Defendant as follows:

A. Designation of this action as a collective action on behalf of Plaintiff and those similarly situated, and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all those similarly situated apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms;

B. A finding that Plaintiff and the putative FLSA Collective are non-exempt employees entitled to protection under the FLSA;

C. A finding that Defendant violated the overtime provisions of the FLSA;

D. Judgment against Defendant in the amount of Plaintiff's and the putative FLSA Collective's unpaid back wages at the applicable overtime rates;

E. An award of all damages, liquidated damages, pre-judgment interest and post-judgment interest;

F. An award of attorneys' fees and costs incurred in prosecuting this action;

G. Leave to add additional plaintiffs and/or state law claims by motion, the filing of written consent forms, or any other method approved by the Court; and

H. For such other and further relief, in the law or equity, as this Court may deem appropriate and just.

WHEREFORE, Plaintiff, on behalf of herself and the putative Minnesota Rule 23 Class, prays for relief as follows:

A. Certification of this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of the putative Minnesota Rule 23 Class, and the appointment of Plaintiff as the class representative and her counsel as class counsel;

B. Judgment against Defendant for violation of the overtime provisions of the MFLSA;

C. Judgment against Defendant for violation of the MPWA;

D. Judgment that Defendant's violations of the MFLSA and MPWA were not in good faith and were willful;

E. An award to Plaintiff and the putative Minnesota Rule 23 class for unpaid regular and overtime wages, liquidated damages and penalties;

F. An award of any pre- and post-judgment interest;

G. An award of reasonable attorneys' fees and costs;

H. Leave to amend to add additional plaintiffs, defendants, and/or state law claims by motion or any other method approved by the Court; and

I. Such further relief as the Court deems just and equitable.

DATED: July 9, 2026

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