IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

REUBEN HARRIS, individually and on behalf of others similarly situated, Plaintiff, v. PITCH PERFECT SOLUTIONS LLC and BORIS SHVARTS Defendants.	FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT Jury Trial Demanded Civil Action No. 1:26-cv-00230-RGA

FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiff Reuben Harris ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his attorneys, BROWN, LLC, alleges upon personal knowledge as to his own acts and experiences, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This is a collective action on behalf of Plaintiff and all others similarly situated who work for Defendants Pitch Perfect Solutions, LLC ("Pitch Perfect") and Boris Shvarts ("Shvarts") (collectively, "Defendants") as hourly-paid, non-exempt call center employees and are unlawfully denied overtime compensation in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq*.

2. Plaintiff brings this action individually and on behalf of all other similarly situated hourly-paid, non-exempt employees who elect to opt in pursuant to the FLSA, 29 U.S.C. § 216(b), to recover unpaid overtime compensation unlawfully withheld by Defendants, liquidated damages as provided by 29 U.S.C. § 216(b), and reasonable attorneys' fees and costs.

3. Defendants violate the FLSA through unlawful timekeeping and payroll practices for hourly-paid, non-exempt employees, including:

a. Failing to record and pay for all compensable work time;

b. Failing to pay employees overtime compensation for all hours worked in excess of forty (40) in a workweek;

c. Failing to calculate overtime premiums using the correct regular rate of pay; and

d. Retaliating against Plaintiff for complaining about unpaid wages, unpaid overtime, withheld incentive compensation, and the legality of Defendants' pay practices.

4. Defendants' retaliatory conduct is pled on an individual basis only, and Plaintiff asserts his retaliation claim solely on his own behalf.

5. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA, individually and on behalf of a putative "FLSA Collective," defined as:

> *All hourly-paid, non-exempt call center employees employed by Defendants in the United States or any other place covered by the FLSA at any time within the three (3) years preceding the filing of this action through the date of final judgment.*

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims arise under the FLSA, 29 U.S.C. § 201 *et seq.*

7. This Court has personal jurisdiction over Defendant Pitch Perfect Solutions, LLC because it is domiciled in the State of Delaware.

8. This Court has personal jurisdiction over Defendant Boris Shvarts because, at all relevant times, he acted directly or indirectly in the interest of Defendant Pitch Perfect Solutions, LLC in relation to Plaintiff and other employees, including by authorizing and implementing the timekeeping and pay practices challenged in this action.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Defendant Pitch Perfect Solutions, LLC resides in this District.

PARTIES

Defendant

10. Defendant Pitch Perfect Solutions, LLC is a limited liability company organized under the laws of the State of Delaware, with a registered office located at 8 The Green, Suite A, Dover, Delaware 19901, and it employs Plaintiff and other similarly situated employees within the meaning of the FLSA.

11. Defendant Boris Shvarts is an individual who, at all relevant times, acted directly in the interest of Pitch Perfect Solutions, LLC in relation to Plaintiff and other employees, including with respect to scheduling, compensation, payroll, and discipline, and he qualifies as an employer under the FLSA.

Plaintiff

12. Plaintiff Harris is an individual who resides in Hillsborough County, Florida.

13. Plaintiff was employed by Defendants as an hourly-paid, non-exempt call center employee from approximately June 2022 until approximately March or April 2026.

FACTUAL ALLEGATIONS[1]

14. Defendants are "employers" within the meaning of the FLSA, 29 U.S.C. § 203.

15. Defendants operate an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

---

[1] The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this action through the date of judgment.

16. Defendants operate an enterprise that had two or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce.

17. Defendants operate an enterprise with an annual gross volume of sales made or business done in excess of $500,000.

18. Hourly-paid, non-exempt call center employees engage in commerce and are subject to individual coverage under the FLSA.

Pitch Perfect's Pay Practices

19. Defendants operate a call center business that uses hourly-paid, non-exempt call center employees to perform customer outreach, sales-related communications, and related support work.

20. Defendants control employees' schedules, work requirements, and performance expectations through management direction and work rules.

21. Defendants do not use a timekeeping system that records all hours worked. Instead, Defendants record and pay only certain system time, including time when employees are logged into Defendants' dialing and communications systems in management-defined paid statuses.

22. Defendants require hourly-paid, non-exempt call center employees to perform work outside that recorded system time, and Defendants do not consistently record or pay for that additional required work.

23. For example, Defendants require employees to attend daily pre-shift meetings at approximately 8:30 a.m., before the start of employees' credited paid time, and Defendants do not record and pay employees for that meeting time.

24. Defendants also require employees to perform additional compensable work beyond live call handling, including coaching, training, administrative tasks, and related support work.

25. This required work commonly occurs outside recorded paid system time, including during breaks, after the scheduled end of shifts, and on weekends.

26. Plaintiff's regular call-center schedule generally ran approximately 9:00 a.m. to 7:00 p.m., Monday through Friday, and Plaintiff also worked some Saturdays. In addition to that regular schedule, Plaintiff was required or expected to attend daily pre-shift meetings at approximately 8:30 a.m. and to perform additional compensable work outside credited paid system time, including training, coaching, administrative work, break-time work, meal-period work, post-shift work, and weekend work.

27. During at least one workweek within the applicable limitations period, including by way of example the workweek beginning July 8, 2024, Plaintiff worked more than forty (40) hours for Defendants. During that week, Plaintiff worked his regular Monday-through-Friday call-center schedule, attended pre-shift meetings before credited paid time, and performed additional compensable work outside Defendants' recorded paid system time.

28. Defendants issued Plaintiff a paystub for the pay period covering July 8, 2024 through July 21, 2024. That paystub credited Plaintiff with only approximately 57.97 paid hourly hours for the entire two-week pay period, even though Plaintiff worked more than forty (40) compensable hours in at least one workweek during that period. Defendants did not record and pay Plaintiff for all compensable hours worked, including pre-shift meeting time and other work performed outside credited paid system time, and Defendants failed to pay Plaintiff all overtime compensation owed for that week.

29. Because Defendants fail to record all required work time, hourly-paid, non-exempt call center employees are not paid for all hours worked in workweeks when they perform required pre-shift, break-time, meal-period, post-shift, training, coaching, administrative, and weekend work.

30. Defendants also pay non-discretionary incentive compensation, including commissions and bonuses, and in workweeks where employees earn such incentives and work overtime, Defendants fail to include all such compensation in the regular rate used to calculate overtime premiums paid to hourly-paid, non-exempt call center employees.

31. As a result of Defendants' common practices, hourly-paid, non-exempt call center employees are denied wages for all hours worked, including overtime compensation owed under the FLSA.

Defendants' Retaliation Against Plaintiff

32. Plaintiff complained to Defendants regarding Defendants' pay practices, including that he was not being paid for all hours worked, was not being paid for all calls and call-center work performed, was not being paid all overtime owed, was not being properly compensated for training and coaching work, and was not receiving all incentive compensation, commissions, bonuses, or other remuneration he believed he had earned.

33. Plaintiff also requested that Defendants correct his pay and complained that Defendants' pay practices were unlawful because they failed to compensate him for all compensable work time and failed to pay him all wages, commissions, bonuses, incentive compensation, and overtime owed.

34. On or about November 19, 2025, Plaintiff, through counsel, sent Defendants a pre-litigation demand asserting FLSA wage-and-hour claims, including claims for unpaid wages,

unpaid overtime, unpaid commissions and bonuses, and related damages. The demand also advised Defendants that adverse treatment of Plaintiff after receipt of the demand, including changes to his schedule, pay, duties, access to systems, or work conditions, would be treated as retaliation.

35. On or about December 8, 2025, after Defendants received Plaintiff's pre-litigation demand and after Defendants were aware that Plaintiff had retained counsel and challenged Defendants' pay practices, Defendants reduced Plaintiff's hourly rate from $25.00 per hour to $15.00 per hour.

36. On March 4, 2026, Plaintiff filed this action against Defendants to pursue his rights under the FLSA. Defendants were served with the Complaint and summonses on March 9, 2026, through their registered agent at Pitch Perfect's registered office in Delaware. Defendants therefore knew or should have known of this lawsuit no later than March 9, 2026, and in any event had actual knowledge of this lawsuit by April 2026, as Defendants' communications with Plaintiff expressly referenced the lawsuit.

37. Defendants, including Shvarts, were aware of Plaintiff's complaints, were aware that Plaintiff had retained counsel, were aware of Plaintiff's pre-litigation demand, and were further aware that Plaintiff filed this action to pursue rights protected by the FLSA.

38. After Defendants were served with the Complaint and summonses on March 9, 2026, and by March 10, 2026, Defendants removed or failed to maintain Plaintiff's access to work systems necessary to perform his job duties, including Slack and Defendants' dialer system.

39. On or about March 10, 2026, Defendants terminated Plaintiff's employment or effectively terminated Plaintiff's employment. Defendants' removal or non-maintenance of Plaintiff's system access prevented Plaintiff from performing the call-center work Defendants required him to perform and prevented Plaintiff from continuing to earn wages, commissions,

bonuses, incentive compensation, and other employment income in the ordinary course of his employment.

40. On or about April 10, 2026, after Defendants removed or failed to maintain Plaintiff's access to work systems, Alisha Missen communicated to Plaintiff that he could return to work if he dismissed or abandoned this lawsuit. Alisha Missen was employed by Pitch Perfect and worked in human resources.

41. Defendants' own communications to Plaintiff further connected Plaintiff's return to normal work and pay conditions to dismissal or abandonment of his lawsuit, including by referencing Plaintiff's lawsuit and asking whether Plaintiff was ready to return to making what he previously made and close the lawsuit.

42. As a result of Defendants' actions, including the reduction of Plaintiff's hourly rate, withholding or denial of earned compensation, removal or non-restoration of Plaintiff's access to work systems, and termination or effective termination of Plaintiff's employment, Plaintiff lost wages, incentive compensation, employment income, and other remuneration.

43. The close timing between Plaintiff's complaints, Plaintiff's pre-litigation demand, Plaintiff's filing of this action, Defendants' reduction of Plaintiff's hourly rate, Defendants' removal or non-restoration of Plaintiff's system access, Defendants' termination or effective termination of Plaintiff's employment, and Defendants' communications tying Plaintiff's return to normal work and pay conditions to closure of this lawsuit demonstrates that Defendants' adverse actions were taken because Plaintiff engaged in protected activity.

Conclusion and Willfulness

44. As a result of Defendants' timekeeping practices, employees perform pre-shift, break-time, post-shift, and weekend work that is not fully recorded or paid, including in workweeks exceeding forty (40) hours.

45. Defendants' timekeeping and payroll practices are willful because Defendants direct and control the work and the records used to determine pay and nevertheless maintain practices that fail to ensure employees are paid all wages owed.

COLLECTIVE ACTION ALLEGATIONS

46. Plaintiff re-alleges and incorporates all previous paragraphs herein.

47. Plaintiff's retaliation claim is asserted individually and is not asserted on behalf of the FLSA Collective.

48. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective defined above with respect to the wage-and-hour claims only.

49. Plaintiff and other members of the FLSA Collective regularly worked more than forty (40) hours in a workweek as suffered or permitted by Defendants.

50. Defendants subjected Plaintiff and other members of the FLSA Collective to uniform and unlawful timekeeping and payroll practices that resulted in employees not being paid for all hours worked and not receiving all overtime compensation required by the FLSA.

51. These unlawful practices arise from common, centralized timekeeping and payroll practices applied to hourly call center employees, not discretionary decisions unique to individual employees.

52. Defendants failed to pay Plaintiff and other members of the FLSA Collective overtime compensation at a rate not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA.

53. As a result of Defendants' unlawful practices, in many workweeks Plaintiff and other members of the FLSA Collective worked more than forty (40) hours but were not paid all overtime compensation at the required premium rate.

54. Defendants' conduct and practices were willful and not undertaken in good faith. Defendants knew, or recklessly disregarded, that their timekeeping and payroll practices resulted in employees not being paid proper overtime compensation under the FLSA.

55. Plaintiff and other members of the FLSA Collective were subjected to the same common unlawful policies and practices that violated the FLSA.

56. With respect to the claims set forth herein, a collective action under the FLSA is appropriate because Plaintiff and the members of the FLSA Collective are similarly situated within the meaning of 29 U.S.C. § 216(b).

57. Plaintiff and the FLSA Collective members are similarly situated because they were all hourly-paid, non-exempt call center employees who were subject to the same or similar timekeeping and payroll practices, and their claims arise from the same factual and legal theories.

58. Defendants maintained policies and practices that resulted in hourly-paid, non-exempt employees not being paid for compensable work time, including required work performed outside credited paid time.

59. Defendants' common timekeeping and payroll practices also resulted in overtime underpayment through the failure to calculate overtime premiums using the correct regular rate in workweeks where non-discretionary incentive compensation was earned.

60. Plaintiff estimates that the FLSA Collective consists of numerous similarly situated hourly-paid employees, and the precise number of FLSA Collective members is readily ascertainable from Defendants' payroll and personnel records.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Failure to Pay Overtime Wages

61. Plaintiff re-alleges and incorporates all previous paragraphs herein.

62. 29 U.S.C. § 207(a)(1) provides:

> [N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

63. Plaintiff and members of the FLSA Collective worked over forty (40) hours in one or more workweeks for Defendants.

64. As a result of the policies and practices alleged herein, Defendants failed to pay Plaintiff and members of the FLSA Collective for all overtime compensation owed for hours worked in excess of forty (40) in a workweek.

65. As a further result of the policies and practices alleged herein, Defendants failed to calculate overtime compensation using the correct regular rate of pay in workweeks where employees earned non-discretionary commissions, bonuses, or other incentive compensation.

66. Defendants' conduct and practices, as described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

67. Because Defendants willfully violated the FLSA, the three (3)-year statute of limitations applies pursuant to 29 U.S.C. § 255(a).

68. As a result of Defendants' unlawful practices, Plaintiff and members of the FLSA Collective are entitled to recover unpaid overtime compensation, an additional equal amount as liquidated damages, reasonable attorneys' fees, costs, and other relief pursuant to 29 U.S.C. § 216(b).

COUNT II
(Individual Claim Only)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Retaliation

69. Plaintiff re-alleges and incorporates all previous paragraphs herein.

70. 29 U.S.C. § 215(a)(3) provides:

> It is unlawful to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.

71. Plaintiff engaged in protected activity by complaining to Defendants about unpaid wages, unpaid overtime, unpaid calls and call-center work, unpaid training and coaching work, withheld commissions, withheld bonuses, withheld incentive compensation, and Defendants' pay practices; retaining counsel; submitting a pre-litigation demand; asserting FLSA claims; and filing this action.

72. Defendants were aware of Plaintiff's protected activity, including Plaintiff's complaints, Plaintiff's retention of counsel, Plaintiff's pre-litigation demand, Plaintiff's challenge to Defendants' pay practices, and Plaintiff's filing of this action.

73. After Plaintiff engaged in protected activity, Defendants took adverse actions affecting Plaintiff's compensation, earnings, system access, and employment. These adverse actions included reducing Plaintiff's pay rate from $25.00 per hour to $15.00 per hour, withholding, reducing, or denying Plaintiff's earned incentive compensation, removing or

restricting Plaintiff's access to work systems including Slack and Defendants' dialer system, and terminating or effectively terminating Plaintiff's employment.

74. Defendants took these adverse actions because of Plaintiff's protected activity, as shown by the timing of the adverse actions after Plaintiff's complaints, pre-litigation demand, and lawsuit, and by Defendants' communications tying Plaintiff's return to normal work and pay conditions to dismissal or abandonment of this lawsuit.

75. As a direct result of Defendants' retaliatory conduct, Plaintiff suffered economic harm, including lost wages, lost incentive compensation, lost employment income, and other lost remuneration.

76. Defendants' actions constitute unlawful retaliation in violation of the FLSA, 29 U.S.C. § 215(a)(3), and Plaintiff is entitled to relief under 29 U.S.C. § 216(b), including lost wages and other lost remuneration, liquidated damages, equitable relief, attorneys' fees, costs, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the FLSA Collective, respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants and grant the following relief:

A. Certification of this action as a collective action under 29 U.S.C. § 216(b) on behalf of the FLSA Collective and authorization of notice to similarly situated employees with respect to Plaintiff's wage-and-hour claims only;

B. A declaratory judgment that Defendants' policies and practices violate the FLSA, 29 U.S.C. § 201 *et seq.*;

C. An award of unpaid overtime compensation and other damages resulting from Defendants' wage violations to Plaintiff and the FLSA Collective, and an award of lost wages, lost employment income, lost incentive compensation, and other damages resulting from Defendants' retaliatory conduct to Plaintiff individually, in amounts to be determined at trial;

D. An award of liquidated damages to Plaintiff and the members of the FLSA Collective pursuant to 29 U.S.C. § 216(b) on the wage-and-hour claims, and any liquidated damages or other relief available to Plaintiff individually on his retaliation claim;

E. Appropriate equitable and injunctive relief to remedy Defendants' unlawful retaliation as to Plaintiff individually, including relief designed to prevent future retaliation under the FLSA;

F. Pre-judgment and post-judgment interest as permitted by law;

G. An award of reasonable attorneys' fees and costs incurred in this action pursuant to 29 U.S.C. § 216(b);

H. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all others similarly situated, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled cause.

Dated: June 30, 2026

By: /s/ Ronald S. Gellert
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Lead Counsel for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

REUBEN HARRIS, individually and on behalf of others similarly situated, Plaintiff, ~~vs~~v. PITCH PERFECT SOLUTIONS LLC and BORIS SHVARTS Defendants.	FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT Jury Trial Demanded Civil ~~Case~~Action No~~.:~~. 1:26-cv-00230-RGA

FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiff Reuben Harris ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his attorneys, BROWN, LLC, alleges upon personal knowledge as to his own acts and experiences, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This is a collective action on behalf of Plaintiff and all others similarly situated who work for Defendants Pitch Perfect Solutions, LLC ("Pitch Perfect") and Boris Shvarts ("Shvarts") (collectively, "Defendants") as hourly-paid, non-exempt call center employees and are unlawfully denied overtime compensation in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq*.

2. Plaintiff brings this action individually and on behalf of all other similarly situated hourly-paid, non-exempt employees who elect to opt in pursuant to the FLSA, 29 U.S.C. § 216(b), to recover unpaid overtime compensation unlawfully withheld by Defendants, liquidated damages as provided by 29 U.S.C. § 216(b), and reasonable attorneys' fees and costs.

3. Defendants violate the FLSA through unlawful timekeeping and payroll practices for hourly-paid, non-exempt employees, including:

a. Failing to record and pay for all compensable work time;

b. Failing to pay employees overtime compensation for all hours worked in excess of forty (40) in a workweek;

c. Failing to calculate overtime premiums using the correct regular rate of pay; and

d. Retaliating against Plaintiff for complaining about unpaid wages, unpaid overtime, withheld incentive compensation, and the legality of Defendants' pay practices.

4. Defendants' retaliatory conduct is pled on an individual basis only, and Plaintiff asserts his retaliation claim solely on his own behalf.

5. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA, individually and on behalf of a putative "FLSA Collective," defined as:

> *All hourly-paid, non-exempt call center employees employed by Defendants in the United States or any other place covered by the FLSA at any time within the three (3) years preceding the filing of this action through the date of final judgment.*

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims arise under the FLSA, 29 U.S.C. § 201 *et seq.*

7. This Court has personal jurisdiction over Defendant Pitch Perfect Solutions, LLC because it is domiciled in the State of Delaware.

8. This Court has personal jurisdiction over Defendant Boris Shvarts because, at all relevant times, he acted directly or indirectly in the interest of Defendant Pitch Perfect Solutions, LLC in relation to Plaintiff and other employees, including by authorizing and implementing the timekeeping and pay practices challenged in this action.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Defendant Pitch Perfect Solutions, LLC resides in this District.

PARTIES

Defendant

10. Defendant Pitch Perfect Solutions, LLC is a limited liability company organized under the laws of the State of Delaware, with a registered office located at 8 The Green, Suite A, Dover, Delaware 19901, and it employs Plaintiff and other similarly situated employees within the meaning of the FLSA.

11. Defendant Boris Shvarts is an individual who, at all relevant times, acted directly in the interest of Pitch Perfect Solutions, LLC in relation to Plaintiff and other employees, including with respect to scheduling, compensation, payroll, and discipline, and he qualifies as an employer under the FLSA.

Plaintiff

12. Plaintiff Harris is an individual who resides in Hillsborough County, Florida.

13. Plaintiff ~~has been~~was employed by Defendants as an hourly-paid, non-exempt call center employee ~~since~~from approximately June 2022 ~~and is currently employed by Defendants in that position~~until approximately March or April 2026.

FACTUAL ALLEGATIONS[1]

14. Defendants are "employers" within the meaning of the FLSA, 29 U.S.C. § 203.

15. Defendants operate an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

[1] The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this action through the date of judgment.

16. Defendants operate an enterprise that had two or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce.

17. Defendants operate an enterprise with an annual gross volume of sales made or business done in excess of $500,000.

18. Hourly-paid, non-exempt call center employees engage in commerce and are ~~just~~ subject to individual coverage under the FLSA.

Pitch Perfect's Pay Practices

19. Defendants operate a call center business that uses hourly-paid, non-exempt call center employees to perform customer outreach, sales-related communications, and related support work.

20. Defendants control employees' schedules, work requirements, and performance expectations through management direction and work rules.

21. Defendants do not use a timekeeping system that records all hours worked. Instead, Defendants record and pay only certain system time, including time when employees are logged into Defendants' dialing and communications systems in management-defined paid statuses.

22. Defendants require hourly-paid, non-exempt call center employees to perform work outside that recorded system time, and Defendants do not consistently record or pay for that additional required work.

23. For example, Defendants require employees to attend daily pre-shift meetings at approximately 8:30 a.m., before the start of employees' credited paid time, and Defendants do not record and pay employees for that meeting time.

24. Defendants also require employees to perform additional compensable work beyond live call handling, including coaching, training, administrative tasks, and related support work.

25. This required work commonly occurs outside recorded paid system time, including during breaks, after the scheduled end of shifts, and on weekends.

26. ~~Plaintiff regularly worked a~~Plaintiff's regular call-center schedule ~~that~~ generally ran approximately 9:00 a.m. to 7:00 p.m., Monday through Friday, and ~~he~~Plaintiff also worked some Saturdays. In addition to that regular schedule, Plaintiff was required or expected to attend daily pre-shift meetings at approximately 8:30 a.m. and to perform additional compensable work outside credited paid system time, including training, coaching, administrative work, break-time work, meal-period work, post-shift work, and weekend work.

27. During at least one workweek within the applicable limitations period, including by way of example the workweek beginning July 8, 2024, Plaintiff worked more than forty (40) hours for Defendants. During that week, Plaintiff worked his regular Monday-through-Friday call-center schedule, attended pre-shift meetings before credited paid time, and performed additional compensable work outside Defendants' recorded paid system time.

~~26.~~28. Defendants issued Plaintiff a paystub for the pay period covering July 8, 2024 through July 21, 2024. That paystub credited Plaintiff with only approximately 57.97 paid hourly hours for the entire two-week pay period, even though Plaintiff worked more than forty (40) compensable hours in at least one workweek during that period. Defendants did not record and pay Plaintiff for all compensable hours worked, including pre-shift meeting time and other work performed outside credited paid system time, and Defendants failed to pay Plaintiff all overtime compensation owed for that week.

~~27.~~29. Because Defendants fail to record all required work time, hourly-paid, non-exempt call center employees are not paid for all hours worked in workweeks when they perform required pre-shift, break-time, meal-period, post-shift, training, coaching, administrative, and weekend work.

~~28. During at least one workweek within the applicable statute of limitations period, Plaintiff worked more than forty (40) hours performing required work for Defendants. Because Defendants did not record and pay for all required work performed outside Defendants' credited paid system time, Defendants failed to pay Plaintiff all overtime compensation owed under the FLSA.~~

~~29. Defendants' timekeeping and payroll practices cause employees' paid time to understate their total compensable hours worked.~~

30. Defendants also pay non-discretionary incentive compensation, including commissions and bonuses, and in workweeks where employees earn such incentives and work overtime, Defendants fail to include all such compensation in the regular rate used to calculate overtime premiums paid to hourly-paid, non-exempt call center employees.

31. As a result of Defendants' common practices, hourly-paid, non-exempt call center employees are denied wages for all hours worked, including overtime compensation owed under the FLSA.

Defendants' Retaliation Against Plaintiff

32. Plaintiff ~~raised complaints~~complained to Defendants regarding Defendants' pay practices, including ~~unpaid wages, unpaid overtime, withheld~~that he was not being paid for all hours worked, was not being paid for all calls and call-center work performed, was not being paid all overtime owed, was not being properly compensated for training and coaching work, and was

not receiving all incentive compensation, ~~requests to~~commissions, bonuses, or other remuneration he believed he had earned.

~~32.~~33. Plaintiff also requested that Defendants correct his pay~~,~~ and ~~the legality of~~complained that Defendants' pay practices were unlawful because they failed to compensate him for all compensable work time and failed to pay him all wages, commissions, bonuses, incentive compensation, and overtime owed.

34. On or about November 19, 2025, Plaintiff, through counsel, sent Defendants a pre-litigation demand asserting FLSA wage-and-hour claims, including claims for unpaid wages, unpaid overtime, unpaid commissions and bonuses, and related damages. The demand also advised Defendants that adverse treatment of Plaintiff after receipt of the demand, including changes to his schedule, pay, duties, access to systems, or work conditions, would be treated as retaliation.

35. On or about December 8, 2025, after Defendants received Plaintiff's pre-litigation demand and after Defendants were aware that Plaintiff had retained counsel and challenged Defendants' pay practices, Defendants reduced Plaintiff's hourly rate from $25.00 per hour to $15.00 per hour.

36. On March 4, 2026, Plaintiff filed this action against Defendants to pursue his rights under the FLSA. Defendants were served with the Complaint and summonses on March 9, 2026, through their registered agent at Pitch Perfect's registered office in Delaware. Defendants therefore knew or should have known of this lawsuit no later than March 9, 2026, and in any event had actual knowledge of this lawsuit by April 2026, as Defendants' communications with Plaintiff expressly referenced the lawsuit.

~~33.~~ Defendants, including Shvarts, were aware of Plaintiff's complaints~~.~~

~~34.~~37. ~~After Plaintiff raised these complaints, Defendants took adverse actions affecting Plaintiff's compensation and earnings, including reducing Plaintiff's hourly rate and withholding, reducing, or denying~~, were aware that Plaintiff had retained counsel, were aware of Plaintiff's ~~earned incentive compensation~~pre-litigation demand, and were further aware that Plaintiff filed this action to pursue rights protected by the FLSA.

38. After Defendants ~~took these~~were served with the Complaint and summonses on March 9, 2026, and by March 10, 2026, Defendants removed or failed to maintain Plaintiff's access to work systems necessary to perform his job duties, including Slack and Defendants' dialer system.

39. On or about March 10, 2026, Defendants terminated Plaintiff's employment or effectively terminated Plaintiff's employment. Defendants' removal or non-maintenance of Plaintiff's system access prevented Plaintiff from performing the call-center work Defendants required him to perform and prevented Plaintiff from continuing to earn wages, commissions, bonuses, incentive compensation, and other employment income in the ordinary course of his employment.

40. On or about April 10, 2026, after Defendants removed or failed to maintain Plaintiff's access to work systems, Alisha Missen communicated to Plaintiff that he could return to work if he dismissed or abandoned this lawsuit. Alisha Missen was employed by Pitch Perfect and worked in human resources.

41. Defendants' own communications to Plaintiff further connected Plaintiff's return to normal work and pay conditions to dismissal or abandonment of his lawsuit, including by referencing Plaintiff's lawsuit and asking whether Plaintiff was ready to return to making what he previously made and close the lawsuit.

42. As a result of Defendants' actions, including the reduction of Plaintiff's hourly rate, withholding or denial of earned compensation, removal or non-restoration of Plaintiff's access to work systems, and termination or effective termination of Plaintiff's employment, Plaintiff lost wages, incentive compensation, employment income, and other remuneration.

~~35.~~43. The close timing between Plaintiff's complaints, Plaintiff's pre-litigation demand, Plaintiff's filing of this action, Defendants' reduction of Plaintiff's hourly rate, Defendants' removal or non-restoration of Plaintiff's system access, Defendants' termination or effective termination of Plaintiff's employment, and Defendants' communications tying Plaintiff's return to normal work and pay conditions to closure of this lawsuit demonstrates that Defendants' adverse actions were taken because Plaintiff engaged in protected activity ~~by complaining about wages and pay practices~~.

Conclusion and Willfulness

~~36.~~44. As a result of Defendants' timekeeping practices, employees perform pre-shift, break-time, post-shift, and weekend work that is not fully recorded or paid, including in workweeks exceeding forty (40) hours.

~~37.~~45. Defendants' timekeeping and payroll practices are willful because Defendants direct and control the work and the records used to determine pay and nevertheless maintain practices that fail to ensure employees are paid all wages owed.

COLLECTIVE ACTION ALLEGATIONS

~~38.~~46. Plaintiff re-alleges and incorporates all previous paragraphs herein.

~~39.~~47. Plaintiff's retaliation claim is asserted individually and is not asserted on behalf of the FLSA Collective.

~~40.~~48. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective defined above with respect to the wage-and-hour claims only.

~~41.~~49. Plaintiff and other members of the FLSA Collective regularly worked more than forty (40) hours in a workweek as suffered or permitted by Defendants.

~~42.~~50. Defendants subjected Plaintiff and other members of the FLSA Collective to uniform and unlawful timekeeping and payroll practices that resulted in employees not being paid for all hours worked and not receiving all overtime compensation required by the FLSA.

~~43.~~51. These unlawful practices arise from common, centralized timekeeping and payroll practices applied to hourly call center employees, not discretionary decisions unique to individual employees.

~~44.~~52. Defendants failed to pay Plaintiff and other members of the FLSA Collective overtime compensation at a rate not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA.

~~45.~~53. As a result of Defendants' unlawful practices, in many workweeks Plaintiff and other members of the FLSA Collective worked more than forty (40) hours but were not paid all overtime compensation at the required premium rate.

~~46.~~54. Defendants' conduct and practices were willful and not undertaken in good faith. Defendants knew, or recklessly disregarded, that their timekeeping and payroll practices resulted in employees not being paid proper overtime compensation under the FLSA.

~~47.~~55. Plaintiff and other members of the FLSA Collective were subjected to the same common unlawful policies and practices that violated the FLSA.

~~48.~~56. With respect to the claims set forth herein, a collective action under the FLSA is appropriate because Plaintiff and the members of the FLSA Collective are similarly situated within the meaning of 29 U.S.C. § 216(b).

~~49.~~57. Plaintiff and the FLSA Collective members are similarly situated because they were all hourly-paid, non-exempt call center employees who were subject to the same or similar timekeeping and payroll practices, and their claims arise from the same factual and legal theories.

~~50.~~58. Defendants maintained policies and practices that resulted in hourly-paid, non-exempt employees not being paid for compensable work time, including required work performed outside credited paid time.

~~51.~~59. Defendants' common timekeeping and payroll practices also resulted in overtime underpayment through the failure to calculate overtime premiums using the correct regular rate in workweeks where non-discretionary incentive compensation was earned.

~~52.~~60. Plaintiff estimates that the FLSA Collective consists of numerous similarly situated hourly-paid employees, and the precise number of FLSA Collective members is readily ascertainable from Defendants' payroll and personnel records.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Failure to Pay Overtime Wages

~~53.~~61. Plaintiff re-alleges and incorporates all previous paragraphs herein.

~~54.~~62. 29 U.S.C. § 207(a)(1) provides:

> [N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

~~55.~~63. Plaintiff and members of the FLSA Collective worked over forty (40) hours in one or more workweeks for Defendants.

~~56.~~64. As a result of the policies and practices alleged herein, Defendants failed to pay Plaintiff and members of the FLSA Collective for all overtime compensation owed for hours worked in excess of forty (40) in a workweek.

~~57.~~65. As a further result of the policies and practices alleged herein, Defendants failed to calculate overtime compensation using the correct regular rate of pay in workweeks where employees earned non-discretionary commissions, bonuses, or other incentive compensation.

~~58.~~66. Defendants' conduct and practices, as described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

~~59.~~67. Because Defendants willfully violated the FLSA, the three (3)-year statute of limitations applies pursuant to 29 U.S.C. § 255(a).

~~60.~~68. As a result of Defendants' unlawful practices, Plaintiff and members of the FLSA Collective are entitled to recover unpaid overtime compensation, an additional equal amount as liquidated damages, reasonable attorneys' fees, costs, and other relief pursuant to 29 U.S.C. § 216(b).

COUNT II
(Individual Claim Only)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Retaliation

~~61.~~69. Plaintiff re-alleges and incorporates all previous paragraphs herein.

~~62.~~70. 29 U.S.C. § 215(a)(3) provides:

> It is unlawful to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.

~~63.~~71. Plaintiff engaged in protected activity by complaining to Defendants about unpaid wages, unpaid overtime, ~~and Defendants' pay practices~~unpaid calls and call-center work, unpaid training and coaching work, withheld commissions, withheld bonuses, withheld incentive compensation, and Defendants' pay practices; retaining counsel; submitting a pre-litigation demand; asserting FLSA claims; and filing this action.

~~64.~~72. Defendants were aware of Plaintiff's protected activity, including Plaintiff's complaints, Plaintiff's retention of counsel, Plaintiff's pre-litigation demand, Plaintiff's challenge to Defendants' pay practices, and Plaintiff's filing of this action.

~~65.~~73. After Plaintiff engaged in protected activity, Defendants took adverse actions affecting Plaintiff's compensation ~~and~~, earnings, ~~including~~ system access, and employment. These adverse actions included reducing Plaintiff's pay rate ~~and~~from $25.00 per hour to $15.00 per hour, withholding, reducing, or denying Plaintiff's earned incentive compensation, removing or restricting Plaintiff's access to work systems including Slack and Defendants' dialer system, and terminating or effectively terminating Plaintiff's employment.

~~66.~~74. Defendants took these adverse actions because of Plaintiff's protected activity, as shown by the timing of the adverse actions after Plaintiff's complaints, pre-litigation demand, and lawsuit, and by Defendants' communications tying Plaintiff's return to normal work and pay conditions to dismissal or abandonment of this lawsuit.

~~67.~~75. As a direct result of Defendants' retaliatory conduct, Plaintiff suffered economic harm, including lost wages ~~and~~, lost incentive compensation, lost employment income, and other lost remuneration.

~~68.~~76. Defendants' actions constitute unlawful retaliation in violation of the FLSA, 29 U.S.C. § 215(a)(3), and Plaintiff is entitled to relief under 29 U.S.C. § 216(b), including lost wages and other lost remuneration, liquidated damages, equitable relief, attorneys' fees, costs, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the FLSA Collective, respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants and grant the following relief:

A. Certification of this action as a collective action under 29 U.S.C. § 216(b) on behalf of the FLSA Collective and authorization of notice to similarly situated employees with respect to Plaintiff's wage-and-hour claims only;

B. A declaratory judgment that Defendants' policies and practices violate the FLSA, 29 U.S.C. § 201 *et seq.*;

C. An award of unpaid overtime compensation and other damages resulting from Defendants' wage violations to Plaintiff and the FLSA Collective, and an award of lost wages, lost employment income, lost incentive compensation, and other damages resulting from ~~Defendants'~~ Defendants' retaliatory conduct to Plaintiff individually, in amounts to be determined at trial;

D. An award of liquidated damages to Plaintiff and the members of the FLSA Collective pursuant to 29 U.S.C. § 216(b) on the wage-and-hour claims, and any liquidated damages or other relief available to Plaintiff individually on his retaliation claim;

E. Appropriate equitable and injunctive relief to remedy Defendants' unlawful retaliation as to Plaintiff individually, including relief designed to prevent future retaliation under the FLSA;

F. Pre-judgment and post-judgment interest as permitted by law;

G. An award of reasonable attorneys' fees and costs incurred in this action pursuant to 29 U.S.C. § 216(b);

H. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all others similarly situated, by and through his attorneys, hereby ~~demand~~demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled cause.

Dated: June 30, 2026

~~By: /s/ Ronald L. Gellert~~

By: /s/ Ronald S. Gellert
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