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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON

10 NANCY ZANDT, KELLI O’CONNOR,)
11 HEATHER HOLICK, and STACY)
12 STRONG,)

13 Plaintiffs,)

14 vs.)

15 HORIZON HOSPICE, LLC, HORIZON)
16 HEALTH CARE, LLC, and LOREN)
17 GUSKE,)

18 Defendants)

NO. 2:15-cv-00137-TOR

MOTION FOR PROVISIONAL
COLLECTIVE ACTION
CERTIFICATION

Hearing date: November 13, 2015

Without oral argument.

19 **I. INTRODUCTION & SUMMARY OF ARGUMENT**

20 Plaintiffs move to: (1) conditionally certify a collective action to pursue Fair
21 Labor Standards Act (FLSA) wage claims; (2) authorize the issuance of notice to all
22

1 similarly situated persons of the pending collective action; and, (3) require Defendants'
2 to pay expenses associated with mailing the notice. Plaintiffs seek conditional
3 certification as to a collective consisting of:

4 A. All Registered Nurse Case Managers (RNCM) who were, are, or
5 will be employed by Defendants during the period of three years prior
6 to the date of the commencement of this action through the date of
7 judgment in this action, who have neither been properly compensated
8 for all of their hours worked nor paid overtime for hours worked in
9 excess of 40.

10 B. All RNCM-Weekend Team Leaders (WTL) who were, are, or will
11 be employed by Defendants during the period of three years prior to the
12 date of the commencement of this action through the date of judgment
13 in this action, who have neither been properly compensated for all of
14 their hours worked nor paid overtime for hours worked in excess of 40.

15 C. All hospice nurses who were, are, or will be employed by
16 Defendants during the period of three years prior to the date of the
17 commencement of this action through the date of judgment in this
18 action, who have neither been properly compensated for all of their
19 hours worked nor paid overtime for hours worked in excess of 40.

20 Plaintiff's motion should be granted because Plaintiffs' individual FLSA wage
21 claims are similar to those of the members of the putative collective as both Plaintiffs
22 and the putative collective members: (a) were subject to Defendants' "piece rate" and
hourly rate payment scheme for which overtime compensation was not paid; (b) were
subject to Defendants' illegal "comp time" scheme; (c) were required to remain "on
call" and work through meal and rest periods without compensation; and, (d) were
required to conduct conduct off-hours charting without compensation.

II. FACTS

1 1. Horizon Health Care, LLC does business as Horizon Hospice, provides
2 hospice care services throughout Spokane County, has gross annual operating revenue
3 in excess of \$500,000, and employed over forty Registered Nurse Case Managers
4 (RNCM), Registered Nurse Case Manager - Weekend Team Leaders (RNCM-WTL),
5 and Hospice Nurses¹ from May 1, 2012, through May 1, 2015 to present-day. (Crotty
6 Decl. at Ex. A *citing* 101129 & B *citing* 102008)(ECF No. 6, ¶3)

8 2. Horizon employed Nancy Zandt, Heather Holick, Kelli O'Connor, and Stacy
9 Strong as a Hospice Nurse (Zandt), RNCM-WTL (Holick), and RNCM (Strong &
10 O'Connor) during the timeframe relevant to this case. (ECF No. 6, ¶¶12, 40, 56, 72)
11 As RNCMs Strong and O'Connor worked an 8:30 AM to 5:00 PM shift and managed
12 care for approximately seven or more patients. (ECF No. 6, ¶41; Crotty Decl. at Ex. B
13 *citing* 102017)² Horizon paid the RNCMs a \$48.00 "flat rate" per visit. (Crotty Dec. at
14 Ex. C & D) Horizon also required the Nurses to: (a) attend mandatory meetings (for
15 which no overtime was paid); (b) spend time (both during office hours and outside
16 office hours) writing reports about their visits (i.e. "charting") on a system called
17 MUMMS for which no compensation was paid for non-office hour charting; (c) work
18

19
20 _____
21 ¹ Collectively the RNCMs, RNCM-WTLs, and Hospice Nurses are "Nurses."

22 ² Ms. Holick's WTL shifts/pay differed from the RNCMs. (Holick Dec. ¶3-4)

1 on-call day and night shifts but receive pay only when the Nurses traveled to client
2 residences to render care, and, (d) work through meal and rest periods without
3 compensation. (Crotty Decl. at Exs. B (on call policy), E (no meeting OT policy), & F
4 (off-the-clock work); Zandt Decl. ¶3-6; Holick Decl. ¶3-5; O'Connor Decl. ¶3-8; and
5 Strong Decl. ¶3-8)

6 3. Horizon paid Ms. Zandt (and similarly situated Hospice Nurses) a \$240.00 flat
7 rate per each 15.5-hour shift. (Crotty Decl. at Ex. G) Ms. Zandt worked those 15.5-
8 hour shifts five days per week during the majority of her employ with Horizon. *Id.* at
9 Ex. H; ECF No. 6, ¶¶13-14. Horizon engaged Ms. Zandt to wait for client phone calls,
10 triage those calls, and physically travel from her home to the client's residence to
11 provide end of life care. (ECF No. 6, ¶14; Zandt Decl. ¶6) Horizon required Ms. Zandt
12 (and similarly situated Nurses working the night shift) to travel to client residences on
13 short notice which prevented night shift nurses from engaging in leisure activity.
14 (Zandt Decl. ¶6; Strong Decl. ¶6; O'Connor Decl. ¶7) In order to fully enjoy leisure
15 activities a Nurse had to be completely relieved of her duties. *Id.* Nurses working a 12
16 hour shift only received compensation for eight hours of work. (Crotty Decl. at Ex. I)

17 4. Horizon subjected the Nurses to its "Payroll Guidelines" policy. (Crotty Decl.
18 at Ex. A *citing* 102017-8) Payroll Guidelines (page 1) ostensibly states Horizon's
19 "intent" to "compensate overtime in accordance with federal and state laws" yet page
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21
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1 two of the Payroll Guidelines violates the law by allowing the Nurses to use “Comp
2 Time” in lieu of overtime. *Id.* Private employers cannot offer “comp time” in lieu of
3 overtime. *Ramirez v. Riverbay Corp.*, 35 F. Supp. 3d 513, 526 (S.D.N.Y. 2014).

4 5. After Plaintiffs filed this lawsuit, Defendants tacitly acknowledged to its
5 current and former employees that its “Compensation Plan” violated the law and
6 committed to compensating those individuals for unpaid wages. (ECF No. 12-1, Ex.
7 C) Such late payment of wages is, in and of itself, a FLSA violation. *Biggs v. Wilson*,
8 1 F.3d 1537 (9th Cir. 1993). Further, by committing to pay wrongfully withheld wages
9 for the past three years Defendants concede the willful nature of their FLSA violations.
10
11 *See* 29 U.S.C. §255(a).

12 III. ARGUMENT

13 The FLSA provides “specific minimum protections to *individual* workers and
14 to ensure that each employee covered by the Act ... receive[s] ‘[a] fair day’s pay for a
15 fair day’s work’ and [is] protected from ‘the evil of “overwork” as well as “underpay.””
16
17 *Barrentine v. Arkansas-Best Freight Sys. Inc.*, 450 U.S. 728, 739 (1981). The FLSA
18 allows individual employees subject to uniform illegal wage practices to bring claims
19 collectively. *See Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989).

1 In bringing a collective action the plaintiffs must establish that they were
2 “similarly situated” and consent, in writing, to participate in the lawsuit. 29 U.S.C. §
3 216(b). Since Plaintiffs meet that burden their motion should be granted.

4 **A. The FLSA Allows Plaintiffs to Pursue their claims Collectively.**

5 The FLSA allows an employee to pursue a collective action on behalf of herself
6 and “other employees similarly situated.” *Naton v. Bank of California*, 649 F.2d 691,
7 697 (9th Cir. Cal. 1981) (*quoting* 29 U.S.C. § 216(b)). In order to pursue claims as a
8 part of a collective action, employees must give consent to join the action filed on their
9 behalf. 29 U.S.C. § 216(b). Unlike the “opt-out” process in Rule 23 class actions,
10 employees in FLSA collective actions must affirmatively “opt-in” to join a lawsuit. *See*
11 *Hoffman-La Roche* 493 U.S. at 167-168. The Fed. R. Civ. P. 23 certification
12 requirements do not apply to collective action certifications. *Mitchell v. Acosta Sales,*
13 *LLC*, 841 F. Supp. 2d 1105, 1116 (C.D. Cal. 2011). Accordingly, courts apply a more
14 lenient standard for collective action certification pursuant to 29 U.S.C. § 216(b), as
15 discussed in detail below in Part B.
16
17

18 **B. The First Stage of the Collective Action Certification Requires Only a**
19 **Showing that Potential Opt-in Plaintiffs May be "Similarly Situated."**

20 The Ninth Circuit follows a two-step approach to certify collective actions.
21 *Lewis v. Wells Fargo & Co.*, 669 F. Supp. 2d 1124, 1127 (N.D. Cal. 2009). The first
22 step involves determining whether to send notice to potential opt-in plaintiffs that may

1 be “similarly situated”³ to the named plaintiffs with respect to whether a FLSA
2 violation has occurred. *Hoffman v. Constr Pro. Svc*, 2004 WL 5642136, at *1 (C.D.
3 Cal. July 13, 2004). At this stage plaintiffs need only make a modest factual showing:
4 that they and potential opt-in plaintiffs were victims of a common policy or plan that
5 violated the law. *Id.*⁴ A plaintiff meets this burden by showing that other employees
6 with similar job requirements and pay provisions were subject to the same policy or
7 plan. *Id.* Courts require nothing more than substantial allegations that the putative class
8 members were together the victims of a single decision, policy, or plan. *Id.* Indeed, the
9 Court's analysis at the first stage does not entail an inquiry into the merits of the claims,
10 because the court only has minimal evidence at this stage. *Id.*⁵ Thus, the determination
11 of whether opt-in plaintiffs will be similarly situated "is made using a fairly lenient
12 standard, and typically results in 'conditional certification' of a representative class."
13 *Hoffman*, at *2. A stricter standard regarding the "similarly situated" status would be
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17 ³ The FLSA does not define “similarly situated” and the Ninth Circuit has not articulated
18 a clear framework to assess that element. *Syed v. M-I, L.L.C.*, 2014 WL 3778246, at *3
19 (E.D. Cal. July 30, 2014).

20 ⁴ See e.g. *Thiebes v. Wal-Mart Stores, Inc.*, 1999 WL 1081357 *3 (D. Or. Dec. 1, 1999).

21 ⁵ *Adams v. Inter-Con Sec. Sys., Inc.*, 242 F.R.D. 530, 539 (N.D. Cal. 2007).
22

1 an unnecessary hindrance at this stage because the determination that plaintiffs are
2 similarly situated is preliminary, not final. *See Gjurovich v. Emmanuel's Marketplace,*
3 *Inc.*, 282 F. Supp. 2d 101, 103 (S.D.N.Y. 2003). Since notice authorization is the first
4 part of the two-step process for certification determinations defendants are not
5 prejudiced by the initial determination as it can raise objections after the completion of
6 discovery. *See Patton v. Thomson Corp.*, 364 F. Supp. 2d 263, 267 (E.D.N.Y. 2005).

7
8 **C. Plaintiffs Have Satisfied their Burden to Send Notice to the Class.**

9 At this stage, the relevant issue is not whether Plaintiffs and potential opt-in
10 plaintiffs were identical in all respects, or whether their FLSA claims will succeed on
11 the merits, but rather whether they were subjected to common policy that violates the
12 FLSA, *i.e.* similarly situated. *Adams*, 242 F.R.D. at 535. And, "[f]or conditional
13 certification, plaintiffs do not need to provide evidence that every facility relevant to
14 the proposed class maintains an illegal policy." *Adams*, 242 F.R.D. 530, at 537.

15 Here, Plaintiffs were the victims of a common compensation policy that
16 deprived them of regular wages and overtime pay when they worked more than 40
17 hours per week. First, Defendants' September 21, 2015, letter to current and former
18 Horizon Nurse employees acknowledges the existence of a policy ("Compensation
19 Plan") for which said current and former employees were not paid in accordance with
20 state and federal wage law. Second, consistent with Defendants' September 21, 2015,
21
22

1 letter, Defendants' policies reflect that the RNCMs were paid on a flat per-visit rate
2 and nothing when remaining on call. Third, the named Plaintiffs declare that they did
3 not receive overtime compensation for hours worked in excess of forty and were
4 required to work through meal and rest periods without compensation. Fourth,
5 Defendants' policies further reflect that all Nurses were subject to an illegal "comp
6 time" scheme. Fifth, Defendant management-employee Debra Johnson states, that
7 Nurses receive no overtime for mandatory meetings. Sixth, Defendants permitted the
8 Nurses to work off the clock conducting MUMMS related-charting but did not
9 compensate those Nurses for that work. Seventh, Hospice Nurses similarly situated to
10 Ms. Zandt were engaged to wait for 15.5 hour shifts but did not receive overtime
11 compensation for hours worked in excess of forty per week. The Plaintiffs uniformly
12 declare that they did not receive overtime compensation for work performed in excess
13 of forty per week and Defendants' wage policies and practices led to that result.
14
15

16 **D. Defendants Should Produce a List of Potential Class Members to**
17 **Facilitate Notice, Mail that Notice to Potential Class Members, and Post that**
18 **Notice at Defendants' facilities.**

19 As discussed above, all Nurses employed by Defendants during the three-year
20 limitations period are "similarly situated" employees for purposes of the FLSA. The
21 identification of all putative collective class members is critical and necessary in order
22 to provide them with adequate notice of this action, as contemplated by law.

1 Accordingly, Plaintiffs request that the Court, in addition to entering an order of
2 conditional certification and approving the proposed Notice and Consent to Join,
3 attached hereto as Exhibits A and B and order Defendants to produce, to Plaintiffs,
4 contact information for the employees subject to the above-policies. And, in addition
5 to ordering the notices sent, the Court should order Defendants to pay the costs for
6 mailing those notices when (as is the case here) a plaintiff in a fee-shifting statute (like
7 the FLSA) shows a likelihood of success on the merits. 29 U.S.C. §216(b). *See*
8 *generally Hunt v. Imp. Merchant Svcs.*, 560 F.3d 1137, 1139, 1140 (9th Cir. 2009).

10 Here plaintiffs have demonstrated a likelihood of success on the merits given
11 (1) the existence of Defendants' illegal "comp time"
12 scheme - - - a per se FLSA violation, (2) the Defendants' admission that its
13 Compensation Plan did not adequately compensate Horizon Nurses for work
14 performed; and, (3) commitment to pay current and former Defendant employees for
15 those wrongfully withheld wages - - - another per se FLSA violation.
16

17 Lastly, Defendants should be required to post notice of the collective action at
18 its facilities. Such a request is reasonable and courts approve such notice posting in
19 addition to direct mailing. *Johnson v. Am Airlines, Inc.* 531 F.Supp. 957, 961 (N.D.
20 Tex. 1982).

IV. CONCLUSION

Plaintiff's Motion should be granted.

Respectfully submitted this 13th day of October, 2015.

CROTTY & SON LAW FIRM, PLLC

Matthew Z. Crotty

MATTHEW Z. CROTTY
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Spokane, WA 99201
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Email: matt@crottyandson.com
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

1
2 I certify that on October 13, 2015, I electronically filed the foregoing with the
3 Clerk of the Court using the CM/ECF system, which will send notification of such
4 filing to those attorneys of record registered on the CM/ECF system. All other
5 parties, if any, shall be served in accordance with the Federal Rules of Civil
6 Procedure.

7
8 CROTTY & SON LAW FIRM, PLLC

9 By/s/ Matthew Z. Crotty

10 Matthew Z. Crotty, WSBA 39284

11 905 W. Riverside Ave. Ste. 409

12 Spokane, WA 99201

13 Telephone: (509)850-7011

14 Email: matt@crottyandson.com

EXHIBIT A

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NANCY ZANDT, KELLI O’CONNOR,)
HEATHER HOLICK, and STACY)
STRONG,)

NO. 2:15-cv-00137-TOR

Plaintiffs,)

**NOTICE OF OPPORTUNITY
TO JOIN A LAWSUIT
TO RECOVER UNPAID
WAGES AND OVERTIME**

vs.)

HORIZON HOSPICE, LLC, HORIZON)
HEALTH CARE, LLC, and LOREN)
GUSKE,)

Defendants)

To: All current and former Registered Nurse Case Managers (RNCM), Registered Nurse Case Manager – Weekend Team Leads (RNCM-WTL), and Hospice Nurses employed by Horizon Hospice from May 1, 2012, to the present day who were not paid wages or overtime during all or part of their employment with Horizon.

Re: Collective action lawsuit against Horizon Hospice under the federal Fair Labor Standards Act.

NOTICE: 1

1 The purpose of this Notice is to inform you of the existence of a collective action
2 lawsuit in which you may be “similarly situated” to the named Plaintiffs, Nancy
3 Zandt, Heather Holick, Stacy Strong, and/or Kelli O’Connor (“Plaintiffs”), to advise
you of how your rights may be affected by this lawsuit, and to instruct you on the
procedure for participating in this lawsuit.

4 **1. WHAT THE LAWSUIT IS ABOUT:**

5 Plaintiffs filed this lawsuit against Horizon Health Care, LLC, Horizon Hospice, and
6 Loren Guske (“Horizon”) on May 1, 2015. Plaintiff Nancy Zandt is a former Hospice
7 Nurse employed by Horizon and was not paid wages or overtime during all or part
8 of her employment with Horizon. Plaintiffs Stacy Strong and Kelli O’Connor are
9 former Registered Nurse Case Managers employed by Horizon but were not paid
10 wages or overtime during all or part of their employment with Horizon. Plaintiff
Heather Holick is a former Registered Nurse Case Manager – Weekend Team Lead
who was employed by Horizon but was not paid wages or overtime during all or part
of her employment with Horizon.

11 Plaintiffs filed the lawsuit individually and on behalf of all other similarly situated
12 persons. Plaintiffs claim that Horizon violated their rights under the Federal Fair
13 Labor Standards Act (“FLSA”), as well as the rights of other Hospice Nurses,
RNCMs, and RNCM-WTLs (collectively the “Nurses”) by:

- 14 (a) Failing to compensate Nurses for the time the Nurses spent, at home on their
15 personal time, entering data (“charting”) into Horizon’s MUMMS system.
- 16 (b) Requiring the Nurses to work through meal and rest periods without
17 compensation.
- 18 (c) Subjecting the Nurses to a “comp time” in lieu of overtime payment policy.
- 19 (d) Subjecting the RNCMs and RNCM-WTLs to a “piece rate” per-visit payment
20 policy but not paying the RNCMs and RNCM-WTLs overtime when the RNCM and
RNCM-WTLs worked in excess of forty hours each week.
- 21 (e) Failing to pay the Nurses overtime for attending mandatory meetings when the
22 Nurses had already worked in excess of forty hours that week.

1 (f) Requiring RNCMs to work 8:30 AM to 5:00 PM shifts, only paying the RNCMs
2 for “piece rate” visits to Hospice clients that occurred during the shift, but requiring
3 the RNCMs to remain on-call (without compensation) during the 8:30 AM to 5:00
4 PM shift.

5 (g) Requiring Nurses working a night shift to remain on-call for 12 – 15.5 hours but
6 only paying those Nurses for visits to client residence but not for other work
7 performed during that shift.

8 (h) Requiring Nurses working a night shift to remain-on call for 12 – 15.5 hours but
9 not paying those Nurses overtime for hours worked in excess of forty.

10 Horizon denies Plaintiffs’ allegations.

11 **2. WHO CAN PARTICIPATE IN THE LAWSUIT**

12 You can join the case if you worked for Horizon in the past three (3) years as an
13 RNCM, RNCM-WTL, and/or Hospice Nurse and worked overtime but were not paid
14 for it. You can join the case even if Horizon has agreed to offer you compensation
15 or has changed its pay policies. You can join the case if you are still employed by
16 Horizon. **You are protected from retaliation if you join this lawsuit regardless
17 of whether you work for Horizon or not.**

18 **3. HOW TO PARTICIPATE IN THIS LAWSUIT**

19 If you wish to join this case, you may do so by completing the attached “Consent to
20 Join” form and mailing it in the enclosed pre-paid envelope or sending it to the
21 Plaintiffs’ counsel by fax to 509 703 7957 or by e-mail to matt@crottyandson.com.
22 The form must be sent to the Plaintiffs’ counsel by **[date 60 days from mailing]**.
You must return the “Consent to Join” by that date to participate in this lawsuit. It is
entirely your own decision whether or not to join this lawsuit. This notice does not
mean that you have a valid claim or that you are entitled to any monetary recovery.
Any such determination must still be made by the Court.

4. EFFECT OF JOINING THIS CASE

If you choose to join in this case you will become a plaintiff class member and you
will be bound by any judgment, whether it is favorable or unfavorable. If you sign
and return the Consent to Join form attached to this Notice and are joined in the case,

1 you are agreeing to designate Plaintiffs as your agents to make decisions on your
2 behalf concerning the litigation, the method and manner of conducting this litigation,
3 the entering of an agreement with Plaintiffs' attorneys concerning attorney's fees
4 and costs, and all other matters pertaining to this lawsuit. These decisions made and
5 entered into by the representative Plaintiffs will be binding on you if you join this
6 lawsuit. The attorneys for the plaintiffs are being paid on a contingency fee basis as
7 set forth in the "Consent to Join" form which is attached. Under the terms of the
8 contingency agreement, you are not responsible for paying attorneys' fees or costs
9 unless Plaintiffs recover on their claims. If you sign and return the Consent to Join
10 form, you are entering into an agreement with Plaintiffs' counsel concerning
11 attorney's fees and costs, and all other matters pertaining to this lawsuit. However,
12 the Court retains jurisdiction to determine the reasonableness of any contingency
13 agreement entered into by Plaintiffs with their attorneys, and to determine the
14 adequacy of Plaintiffs' counsel. You also have the right to join this lawsuit and be
15 represented by counsel of your own choosing who will represent only you and will
16 be compensated on the terms as agreed between you and your attorney. You may
17 also proceed *pro se*, that is on your own and without an attorney. If you choose to
18 do either, you or your attorney must file an "opt-in" consent form by **[date 60 days
19 from mailing]**

12 **5. TO STAY OUT OF THE LAWSUIT**

13 If you do not wish to be part of the lawsuit, you do not need to do anything. If you
14 do not join the lawsuit, you will not be part of the case in any way and you will not
15 be bound by or affected by the result (whether favorable or unfavorable). Your
16 decision not to join this case will not affect your right to bring a similar case on your
17 own at a future time. If you intend to bring your own action, you should be aware
18 that the statute of limitations is running on your claims, which means you may be
19 losing claims each week that you wait to bring them.

18 **6. NO RETALIATION PERMITTED**

19 Federal law prohibits Horizon or anyone from discharging or in any other manner
20 discriminating against you because you "opt-in" to this case, or have in any other
21 way exercised your rights under the FLSA.

21 **7. YOUR LEGAL REPRESENTATION IF YOU JOIN**

1 If you choose to join this lawsuit and agree to be represented through Plaintiffs'
attorney, your counsel in this action will be:

2 Crotty & Son Law Firm, PLLC
3 905 W. Riverside Ave. Ste. 409
Spokane, WA 99201
4 509-850-77011 (Phone)
5 509-703-7957 (FAX)
matt@crottyandson.com
6 <http://www.crottyandson.com>

7 Michael Love Law Firm, PLLC
8 905 W. Riverside Ave. Ste. 409
Spokane, WA 99201
9 509-212-1668 (Phone)
509-703-7957 (FAX)
10 matt@crottyandson.com

11 **8. FURTHER INFORMATION**

12 The Complaint and Horizon's Answer filed in this lawsuit are available for
13 inspection at the office of the Clerk of the Court. In addition, you may obtain a copy
by contacting either Plaintiffs' counsel who will forward a copy to you. Documents
14 concerning the case are also available at www.crottyandson.com. Further
information about this Notice, the deadline for filing a Consent to Join, or answers
15 to questions concerning this lawsuit may be obtained by writing, telephoning, or e-
mailing the Plaintiffs' counsel at the telephone number and addresses stated above.
16

17 Dated: November __, 2015.

18 **THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE**
FEDERAL DISTRICT COURT, THOMAS O. RICE, UNITED STATES
DISTRICT JUDGE OF THE U.S. DISTRICT COURT FOR THE EASTERN
DISTRICT OF WASHINGTON. THE COURT HAS TAKEN NO POSITION
IN THIS CASE REGARDING THE MERITS OF PLAINTIFFS' CLAIMS OR
OF HORIZON'S DEFENSES. PLEASE DO NOT CONTACT THE COURT,
THE COURT'S CLERK, OR THE JUDGE. THEY ARE NOT PERMITTED
TO ADDRESS YOUR INQUIRIES OR QUESTIONS.
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EXHIBIT B

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NANCY ZANDT, KELLI O’CONNOR,)
HEATHER HOLICK, and STACY)
STRONG,)

NO. 2:15-cv-00137-TOR

Plaintiffs,)

CONSENT TO JOIN

vs.)

HORIZON HOSPICE, LLC, HORIZON)
HEALTH CARE, LLC, and LOREN)
GUSKE,)

Defendants)

CONSENT TO SUE UNDER THE FLSA

I hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, to secure unpaid wages, overtime pay, liquidated damages, attorneys’ fees, costs and other relief arising out of my employment with the Horizon Health Care, LLC and any other associated parties. I authorize Crotty & Son Law Firm, PLLC, and Michael Love Law Firm, PLLC and any associated attorneys as

CONSENT TO JOIN: 1

1 well as any successors or assigns, to represent me with my claims by joining my
2 claims to an existing lawsuit against Defendants and any other associated parties in
3 which they represent plaintiffs. By signing and returning this consent to sue, I
4 understand that, if accepted for representation, I will be represented by the above
5 attorneys without prepayment of costs or attorneys' fees. I understand that if
6 Plaintiffs are successful, costs expended by attorneys on my behalf will be deducted
7 from my settlement or judgment amount on a pro rata basis with all other plaintiffs.
8 I understand that the attorneys may petition the court for an award of fees and costs
9 to be paid by defendants on my behalf. I understand that the fees retained by the
10 attorneys will be either the amount received from the defendant or 1/3 of my gross
11 settlement or judgment amount, whichever is greater.

7 Dated: _____

8 Signature: _____

9 Name: _____

10 Email: _____

11 Address: _____

12 Phone: _____

13
14 To be considered for representation send the completed form to Crotty & Son Law
15 Firm, PLLC, 905 W. Riverside Ave. Ste. 409, Spokane, WA 99201 or send it by fax
16 to (509) 703- 7957, or e-mail it to matt@crottyandson.com. This Consent to Sue is
17 not valid and effective until you have received a receipt from Plaintiffs' Counsel
18 indicating that it has been filed. If you have not received a receipt within 3 weeks
19 from your transmission of the form to us, you must contact us by phone at (509) 850
20 7011.