



The following allegations are based on personal knowledge as to Plaintiff's own conduct and are made on information and belief as to the acts and experiences of others similarly situated.

**JURISDICTION AND VENUE**

1. This Court has original jurisdiction to hear this Complaint and to adjudicate the claims stated herein under 28 U.S.C. § 1331, in that this action is being brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

2. This Court also has supplemental jurisdiction over Plaintiff's state law statutory and breach of contract claims under 28 U.S.C. § 1367 because the state law claims are so related to the FLSA claims that they form part of the same case or controversy.

3. Venue is proper in the United States District Court for the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(b)(1) because Defendant resides in this district in that its principal place of business is located at 929 Long Bridge Dr., Arlington, Virginia 22202.

**PARTIES**

4. Defendant Boeing is a Delaware corporation registered and in good standing in the Commonwealth of Virginia. It operates its principal place of business in Arlington, Arlington County, Virginia. The Defendant's registered agent is The Corporation Service Company, Inc., 100 Shockoe Slip, Fl. 2, Richmond, VA 23219.

5. Defendant is engaged in interstate commerce by, among other things, designing, manufacturing and selling airplanes, rotorcraft, rockets, satellites and missiles throughout the United States.

6. Upon information and belief, Defendant's gross annual sales made or business done has been \$500,000 per year or greater at all relevant times.

7. Boeing is, and has been, an “employer” of Plaintiff, and others similarly situated, that is engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(d).

8. Defendant is, and has been, an “employer” within the meaning of MMWL, Mo.Rev.Stat. § 290.500(4).

9. Plaintiff Steven L. Dosenbach resides in Osage Beach, Missouri.

10. Like Plaintiff, numerous other system and data analysts worked and currently work for Defendant in Missouri and throughout the United States.

11. Plaintiff and others similarly situated are current or former “employees” of Boeing within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

12. Plaintiff, and others similarly situated working in Missouri for Defendant are “employees” of Boeing within the meaning of the MMWL, Mo.Rev.Stat. § 290.500(3) and have been employed three years prior to the filing of this lawsuit. *See* § 290.527.

13. Plaintiff and others similarly situated have been employed by Boeing within two to three years prior to the filing of this lawsuit. *See* 29 U.S.C. § 255(a).

14. Plaintiff brings this collective action on behalf of himself and other similarly situated employees pursuant to 29 U.S.C. § 216(b).

15. Plaintiff brings this matter as a class action on behalf of himself and other similarly situated employees under Federal Rules of Civil Procedure Rule 23(b)(1) and (b)(3).

### **FACTUAL ALLEGATIONS**

16. Plaintiff began his employment with Boeing as a User Experience Specialist (Skills Management Code B93). He worked out of the Defendant’s office location in Hazelwood, Missouri. Under Boeing’s internal classification, this position was listed as follows: Occupation:

Information Technology (BA); Job Family: Systems and Data Analyst (MA); Skills management Code: B93. This position was classified by Boeing as salary exempt, and Plaintiff was paid on a bi-weekly basis.

17. On or about October 7, 2020, the Plaintiff received a lateral move to Systems and Data Analyst. He worked out of the Defendant's office location in Hazelwood, Missouri and a home office in Osage Beach, Missouri. Under Boeing's internal classification, this position was listed as follows: Occupation: Information Technology (BA); Job Family: Systems and Data Analyst (MA); Skills management Code: B91. This position was classified by Boeing as salary *non-exempt*, and Plaintiff was paid on a bi-weekly basis. Under the FLSA and the MMWL, this classification entitled the Plaintiff to overtime compensation at one and one-half of his regular rate of pay for all hours worked over forty per workweek. In turn, Boeing was required to have the Plaintiff and others similarly situated accurately record all hours worked in each workweek [*see* 29 U.S.C. § 211(c); 29 C.F.R. § 516.2].

18. Under the Defendant's classification system, it has determined that employees such as Plaintiff that it uniformly classified as Information Technology (BA) / Systems and Data Analyst (MA)<sup>1</sup> with a management skills code of B91 perform the type of duties whereby they are not overtime exempt under federal and state wage and hour laws (*i.e.*, they are not exempt under the federal regulations as a computer systems analyst, computer programmer, software engineer, or other similarly skilled worker in the computer field, *see* 29 C.F.R. § 541.400 *et seq.*).

19. As an Information Technology / Systems and Data Analyst (hereafter "BAMA") with a management skills code of B91, Plaintiff and others similarly situated had or have the job

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<sup>1</sup> In its internal coding, the Defendant will join both codes and label an employee as "BAMA."

duties entitling them to overtime pay under the FLSA and MMWL and are not exempt to such overtime pay under 29 C.F.R. § 541.400 *et seq.*

20. Upon beginning his Information BAMA B93 position, the Defendant informed the Plaintiff that he should simply report forty hours per week every week to receive his salary compensation. He was never re-trained on time keeping after moving into his nonexempt BAMA B91 position. Upon information and belief, the Defendant had the same policy and practice of instructing other Information Technology / Systems and Data Analysts to do the same.

21. Throughout his employment under his Boeing BAMA code B91 position (i.e., October 2020 through January 2025), the Plaintiff routinely worked in excess of forty hours per workweek. As an example, during the workweek beginning on August 23, 2024, the Plaintiff worked at least 6.8 hours of overtime. During the week of August 30, 2024, the Plaintiff worked at least 6.5 hours of overtime. The Defendant had both actual and constructive notice that the Plaintiff and others similarly situated were working in excess of forty hours per workweek but failed to pay proper overtime as required under the FLSA and the MMWL.

22. The Defendant has other management skills codes under its BAMA job coding that have job duties (or “skills management codes”) entitling them to overtime pay under the FLSA and MMWL.

23. The Plaintiff and other similarly situated BAMA employees are all subject to Boeing’s similar pay policies and practices that violate the FLSA and MMWL as follows: (a) Boeing’s uniform policy determining that all employees identified under the Boeing job code BAMA with a Skills Management Code classifying the employee as nonexempt (*i.e.*, entitled to overtime), (b) failing to pay all employees identified under the Boeing job code BAMA with a Skills Management Code classifying the employee as nonexempt overtime pay for hours worked

in excess of forty per workweek, and (c) instructing such employees to only report forty hours per workweek regardless of actual hours worked.

24. While interacting with other employees identified under the Boeing job code BAMA with a Skills Management Code B91, the Plaintiff has reason to believe the violations described in ¶ 23 applies to numerous other employees as well.

**COUNT I**  
**FLSA COLLECTIVE ACTION**

25. Plaintiff, on behalf of himself and others similarly situated, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

26. The FLSA, 29 U.S.C. § 207(a)(1), requires each covered employer, such as Defendant, to compensate all non-exempt employees at a rate of not less than one and one-half the regular rate of pay for work performed in excess of forty hours in a work week.

27. Plaintiff files this action on behalf of himself and all others similarly situated pursuant to Section 216(b) of the FLSA. The proposed collective class for the FLSA claims is defined as follows:

All Boeing employees classified with: (a) Occupation: Information Technology (BA), (b) Job Family: Systems and Data Analyst (MA), and (c) a Skills Management Code listed as salaried non-exempt or non-exempt, who worked for the Defendant at any time from three years prior to the filing of this Complaint who were not paid one and one-half their regular rate of pay for all hours worked in excess of forty per workweek (hereafter the “FLSA Collective”).

28. This Complaint may be brought and maintained as an “opt-in” collective action pursuant to section 16 of the FLSA, 29 U.S.C. §216(b), for all claims asserted by the Plaintiff because the claims of Plaintiff are similar to the claims of the FLSA Collective.

29. By the filing of this Complaint, the Plaintiff hereby consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (*See Exhibit A, attached*).

30. During the applicable statutory period, Plaintiff and the FLSA Collective routinely worked in excess of forty hours per workweek without receiving overtime compensation for their overtime hours worked in violation of the FLSA.

31. The Plaintiff and the FLSA Collective are similarly situated in that they all have job duties entitling them to overtime pay, are all subject to Defendant's same corporate policies and procedures governing their job duties, all routinely work(ed) in excess of forty hours per workweek, and are all subject to the same policies and practices set forth herein of not paying any overtime compensation for hours worked in excess of forty per workweek.

32. Defendant is liable under the FLSA, 29 U.S.C. § 201, *et seq.*, for failing to properly compensate Plaintiffs and the FLSA Collective for overtime equal to one and one-half their regular rate of pay for all hours worked in excess of forty per workweek.

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

34. As the direct and proximate result of Defendant's unlawful conduct, the Plaintiff and the FLSA Collective have suffered, and will continue to suffer, a loss of income and other damages. The Plaintiff and the FLSA Collective under § 216(b) of the FLSA are entitled to liquidated damages and attorney's fees and costs incurred in connection with enforcing this claim.

35. The Plaintiff and the FLSA Collective have suffered from Defendant's common policies and would benefit from the issuance of a Court-supervised notice of this lawsuit for the opportunity to join this collective claim. Those similarly situated employees are known to Defendant and are readily identifiable through Defendant's records.

**PRAYER FOR RELIEF**

The Plaintiff, on behalf of himself and others similarly situated, pray for relief as follows:

- a) Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);
- b) Judgment against Defendant finding it failed to properly pay Plaintiff and those similarly situated overtime at the correct overtime rate of pay as required under the FLSA;
- c) Judgment against Defendant for Plaintiff and those similarly situated for damages for unpaid overtime pay;
- d) An amount equal to their damages as liquidated damages;
- e) A finding that Defendant's violations of the FLSA are willful;
- f) All costs and attorneys' fees incurred prosecuting this claim;
- g) An award of prejudgment interest (to the extent liquidated damages are not awarded);
- h) Leave to add additional plaintiffs by motion, the filing of consent forms, or any other method approved by the Court;
- i) Leave to amend to add additional state law claims; and
- j) All further relief as the Court deems just and equitable.

**COUNT II**

**RULE 23 CLASS UNDER MMWL FOR OVERTIME OWED**

36. The Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

37. The Plaintiff brings his overtime wage claim pursuant to the MMWL as a class action under Federal Rule of Civil Procedure 23, on behalf of the following class:

All Boeing employees located in Missouri classified with: (a) Occupation: Information Technology (BA), (b) Job Family: Systems and Data Analyst (MA),



and (c) a Skills Management Code listed as salaried non-exempt or non-exempt, who worked for the Defendant at any time from three years prior to the filing of this Complaint who were not paid one and one-half their regular rate of pay for all hours worked in excess of forty per workweek (hereafter the “Missouri Overtime Class”).

38. The MMWL requires an employer such as Defendant to pay employees such as Plaintiff and others similarly situated one and one-half times their regular rate of pay. Mo.Rev.Stat. § 290.505.1.

39. The Defendant violated the MMWL by failing to compensate the Plaintiff and the Missouri Overtime Class overtime wages due at each pay period for all overtime hours worked as required under the MMWL.

40. Class action treatment of Plaintiff’s MMWL claim is appropriate because as alleged in paragraphs 41 through 46, *infra*, all of class action requisites under Federal Rule of Civil Procedure 23 are satisfied.

41. Under Fed.R.Civ.P. 23(a)(1), the Missouri Overtime Class includes over fifty individuals and, as such, is so numerous that joinder of all class members is impracticable.

42. Under Fed.R.Civ.P. 23(a)(2), the questions of law or fact are common to the class. The Plaintiff and the Missouri Overtime Class have been subjected to the common business practices described in paragraph 23, *supra*, and the success of their claims depends on the resolution of common questions of law and fact. Common questions of fact include whether the Defendant paid the proper overtime rate of pay for hours worked in excess of forty per work week, whether the Plaintiff and the Missouri Overtime Class worked in excess of forty hours per work week, and whether Plaintiff and the Missouri Overtime Class would be exempt under the FLSA’s

computer programmer exemption.<sup>2</sup> Common questions of law include, *inter alia*, whether Defendant's decision to not pay Plaintiffs and the Missouri Overtime Class one and one-half their regular rate of pay for hours worked in excess of forty per workweek violated the MMWL.

43. Under Fed.R.Civ.P. 23(a)(3), the Plaintiff is a member of the Missouri Overtime Class, and his MMWL claim is typical of the claims of other Missouri Overtime Class members. For example, the Plaintiff and the Missouri Overtime Class members share an identical legal and financial interest in obtaining a judicial finding that Defendant violated the MMWL when it failed to pay them at the proper overtime rate of pay required under the MMWL for hours worked over 40 per workweek. The Plaintiff has no interests that are antagonistic to or in conflict with the Missouri Overtime Class's interest in obtaining such a judicial finding.

44. Under Fed.R.Civ.P. 23(a)(3), the Plaintiff will fairly and adequately represent the interests of the Missouri Overtime Class, and they have retained competent and experienced counsel who will effectively represent the interests of the Missouri Overtime Class.

45. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate actions by individual Missouri Overtime Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendant and/or because adjudications with respect to individual class members would, as a practical matter, be dispositive of the interests of non-party Missouri Overtime Class members.

46. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact, as referenced in paragraph 42, *supra*, predominate

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<sup>2</sup> Note: the MMWL adopts all the FLSA's exemptions to overtime pay, *see* Mo.Rev.Stat. § 290.505.4.

over any questions affecting only individual Missouri Overtime Class members. In the absence of class litigation, such common questions of law and fact would need to be resolved in multiple proceedings, making class litigation superior to other available methods for the fair and efficient adjudication of this litigation.

47. Under the MMWL, Mo.Rev.Stat. § 290.527, Plaintiffs and the Missouri Overtime Class are also entitled to their costs and reasonable attorneys' fees and liquidated damages.

**PRAYER FOR RELIEF**

The Plaintiff, on behalf of himself and the Missouri Overtime Class, seek the following relief:

- a) Designation of this action as a class action under FED.R.CIV.P. 23 on behalf of the Missouri Overtime Class and issuance of notice to said members apprising them of the pendency of this action;
- b) Designation of Steven L. Dosenbach as the Representative Plaintiff of the Missouri Class;
- c) Designation of Brendan J. Donelon and Daniel W. Craig of the law office of Donelon, P.C. and Craig J. Curwood and Zev Antel of the law office of Butler Curwood, LLP as the attorneys representing the Missouri Overtime Class;
- d) A declaratory judgment that the practices complained of herein are unlawful under the MMWL;
- e) An injunction against Defendant and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with Defendant, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- f) An award of damages for wages due the Plaintiff and Missouri Overtime Class, including liquidated damages allowed under the MMWL to be paid by Defendant;
- g) Costs and expenses of this action incurred herein, including reasonable attorneys' fees and expert fees;
- h) Pre-Judgment and Post-Judgment interest, as provided by law; and
- i) Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

**COUNT III**  
**RULE 23 CLASS BREACH OF CONTRACT**

48. The Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

49. The Plaintiff brings his breach of contract claim as a class action under Federal Rule of Civil Procedure 23, on behalf of the following class:

All Boeing employees classified with: (a) Occupation: Information Technology (BA), (b) Job Family: Systems and Data Analyst (MA), and (c) a Skills Management Code listed as salaried non-exempt or non-exempt, who worked for the Defendant at any time from five years prior to the filing of this Complaint who were not paid one and one-half their regular rate of pay for all hours worked in excess of forty per workweek (hereafter the “Breach of Contract Class”).

50. The Plaintiffs, and the Breach of Contract Class, have terms of a contract with the Defendant whereby said employees perform work duties for the Defendant’s benefit, and in return are to be paid a set weekly salary as compensation for said services each workweek regardless of the hours worked and for hours worked in excess of forty hours per workweek paid an additional 1.5 times their weekly regular rate of pay (weekly salary divided by total hours worked said week) for each such hour.

51. The Plaintiff, and other Breach of Contract Class members routinely performed work services for Defendant in excess of forty hours per workweek, but were not compensated at 1.5 times their weekly regular rate of pay rate for hours worked in excess of forty hours per workweek.

52. Therefore, the Defendant breached its agreement with the Plaintiffs, and other Breach of Contract Class members, when it failed to compensate them at 1.5 times their weekly regular rate of pay for hours worked in excess of forty hours per workweek.

53. Defendant maintains records and data that would identify each and every employee subject to this breach of contract by Defendant, and permit the computation of damages for each and every person under their applicable hourly rate of pay.

54. Class action treatment of Plaintiff's breach of contract claim is appropriate because as alleged in paragraphs 55 through 60, *infra*, all of class action requisites under Federal Rule of Civil Procedure 23 are satisfied.

55. Under Fed.R.Civ.P. 23(a)(1), the Breach of Contract Class members includes over fifty individuals and, as such, is so numerous that joinder of all class members is impracticable.

56. Under Fed.R.Civ.P. 23(a)(2), the questions of law or fact are common to the class. The Plaintiff and the Breach of Contract Class members have been subjected to the common business practices described in paragraphs 50-52, *supra*, and the success of their claims depends on the resolution of common questions of law and fact. Common questions of fact include whether Defendant and the Plaintiff and Breach of Contract Class members entered into a contractual agreement requiring Defendant to pay them 1.5 times their weekly regular rate of pay rate for hours worked in excess of forty hours per workweek, whether the Defendant paid 1.5 times the regular rate of pay for hours worked in excess of forty per work week, and whether the Plaintiff and the Breach of Contract Class members worked in excess of forty hours per work week.

57. Under Fed.R.Civ.P. 23(a)(3), the Plaintiff is a member of the Breach of Contract Class, and his claim is typical of the claims of other Breach of Contract Class members. For example, the Plaintiff and the Breach of Contract Class members share an identical legal and financial interest in obtaining a judicial finding that Defendant breached their contract when it failed to pay them at 1.5 1.5 times the regular rate of pay for hours worked in excess of forty per

work week. The Plaintiff has no interests that are antagonistic to or in conflict with the Breach of Contract Class members' interest in obtaining such a judicial finding.

58. Under Fed.R.Civ.P. 23(a)(3), the Plaintiff will fairly and adequately represent the interests of the Breach of Contract Class members, and they have retained competent and experienced counsel who will effectively represent the interests of the Breach of Contract Class.

59. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate actions by individual Breach of Contract Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendant and/or because adjudications with respect to individual class members would, as a practical matter, be dispositive of the interests of non-party Breach of Contract Class members.

60. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact, as referenced in paragraph 56, *supra*, predominate over any questions affecting only individual Breach of Contract Class members. In the absence of class litigation, such common questions of law and fact would need to be resolved in multiple proceedings, making class litigation superior to other available methods for the fair and efficient adjudication of this litigation.

#### **PRAYER FOR RELIEF**

The Plaintiff, on behalf of himself and the Breach of Contract Class members, seek the following relief:

- j) Designation of this action as a class action under FED.R.CIV.P. 23 on behalf of the Breach of Contract Class and issuance of notice to said members apprising them of the pendency of this action;
- k) Designation of Steven L. Dosenbach as the Representative Plaintiff of the Breach of Contract Class;

- l) Designation of Brendan J. Donelon and Daniel W. Craig of the law office of Donelon, P.C. and Craig J. Curwood and Zev Antel of the law office of Butler Curwood, LLP as the attorneys representing the Breach of Contract Class;
- m) A declaratory judgment that the practices complained of herein are a breach of contract by the Defendant;
- n) An injunction against Defendant and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with Defendant, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- o) An award of damages for wages due the Plaintiff and Breach of Contract Class;
- p) Costs and expenses of this action incurred herein, including reasonable attorneys' fees and expert fees;
- q) Pre-Judgment and Post-Judgment interest, as provided by law; and
- r) Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

**DEMAND FOR JURY**

The Plaintiff in the above captioned matter hereby demands a jury for all claims set forth herein.

Respectfully Submitted,

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*\*Pro hac vice forthcoming*

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