

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION

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CHRISTINA HARRIS  
4059 North 60th Street  
Milwaukee, Wisconsin 53216

Plaintiff,

Case No. 25-cv-288

v.

**JURY TRIAL DEMANDED**

CITY OF MILWAUKEE  
2333 North 49th Street, Third Floor  
Milwaukee, Wisconsin 53210

Defendant

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**COMPLAINT**

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**PRELIMINARY STATEMENT**

1. This action is brought pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* (“FLSA”), by Plaintiff, Christina Harris, against Defendant, City of Milwaukee, for purposes of obtaining relief under the FLSA because Defendant terminated Plaintiff in retaliation for making complaints about unpaid overtime pay, in violation of the FLSA.

**JURISDICTION AND VENUE**

2. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 because this case is brought under the FLSA, 29 U.S.C. §§ 201, *et seq.*

3. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) and (c), because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendant has substantial and systematic contacts in this District.

## PARTIES

4. Plaintiff, Christina Harris, is an adult female resident of the State of Wisconsin residing at 4059 North 60th Street, Milwaukee, Wisconsin 53216.

5. Defendant, City of Milwaukee, is a governmental entity doing business in the State of Wisconsin with a “Department of Emergency Communications” principal office address of 2333 North 49th Street, Third Floor, Milwaukee, Wisconsin 5321.

6. For purposes of the FLSA, Defendant was an “employer” of an “employee,” Plaintiff, as those terms are used in 29 U.S.C. §§ 203(d) and (e).

7. During the relevant time periods as stated herein, Defendant was engaged in “commerce” and/or its employees were engaged in “commerce,” as that term is defined under the FLSA.

8. During the relevant time periods as stated herein, Defendant employed two (2) or more employees.

9. During the relevant time periods as stated herein, Defendant’s annual dollar volume of sales or business exceeded \$500,000.

10. During the relevant time periods as stated herein, Plaintiff was “employed” by and/or an “employee” of Defendant, as these terms are defined under the FLSA.

11. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Plaintiff worked as an hourly-paid, non-exempt employee in the position of 911 Telecommunicator in the State of Wisconsin.

12. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant supervised Plaintiff’s day-to-day activities.

13. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant hired, terminated, promoted, demoted, and/or suspended Plaintiff.

14. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant reviewed Plaintiff's work performance.

15. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant established Plaintiff's work schedule.

16. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant established Plaintiff's hourly rate(s) of pay and means of compensation.

17. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant provided Plaintiff with work assignments and hours of work.

18. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Plaintiff's hours of work were tracked and recorded by Defendant.

19. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant established the work rules, policies, and procedures by which Plaintiff abided in the workplace.

20. During the three (3) years immediately preceding the filing of this Complaint (ECF No. 1), Defendant controlled the terms and conditions of Plaintiff's employment.

### **FLSA ALLEGATIONS**

21. On or about November 11, 2024, Defendant hired Plaintiff into the position of 911 Telecommunicator, reporting directly to Jennifer Guetchidjian, Supervisor of Training, who reported directly to Nicholas Malcom, Manager.

22. During Plaintiff's employment with Defendant, Defendant compensated Plaintiff on an hourly basis and/or with an hourly rate of pay for hours worked and work performed each workweek.

23. During Plaintiff's employment with Defendant, Plaintiff primarily performed non-exempt job duties and responsibilities each workweek in her 911 Telecommunicator position on Defendant's behalf, with Defendant's knowledge, at Defendant's direction, and/or for Defendant's benefit.

24. During Plaintiff's employment with Defendant, Plaintiff often worked at least forty (40) hours per workweek.

25. During Plaintiff's employment with Defendant, Defendant knew or had knowledge that Plaintiff often worked at least forty (40) hours per workweek.

26. During Plaintiff's employment with Defendant, Defendant compensated Plaintiff on a bi-weekly basis via check.

27. During Plaintiff's employment with Defendant, Defendant's workweek for FLSA purposes was Sunday through Saturday.

28. During Plaintiff's employment with Defendant, Defendant required Plaintiff to, during her probationary period of employment and while at home, after work, on weekends, and/or outside the normal and customary work hours of her 911 Telecommunicator position each workday, "study" and to complete daily "homework" assignments (that were submitted to Defendant the following day) and that were assigned and completed in preparation of and/or for the job-related "tests" that Defendant administered to Plaintiff.

29. During Plaintiff's employment with Defendant, Defendant did not compensate Plaintiff – either at her regular rate of pay or at an overtime rate of pay when hours worked in

excess of forty (40) in a workweek – for “studying” and completing the daily “homework” assignments as described in the aforementioned paragraph while at home, after work, on weekends, and/or outside the normal and customary work hours of her 911 Telecommunicator position each workday.

30. During Plaintiff’s employment with Defendant, Plaintiff made multiple, verbal complaints to Defendant regarding Defendant’s failure to properly and lawfully compensate her with overtime pay for all hours worked in excess of forty (40) in a workweek by failing to compensate her for performing compensable work as described herein while at home, after work, on weekends, and/or outside the normal and customary work hours of her 911 Telecommunicator position each workday.

31. As of at least January 2, 2025, Defendant understood and was aware that Plaintiff had made complaints regarding compensation and overtime pay.

32. As of at least January 2, 2025, Defendant understood and was aware that Plaintiff had asserted her rights provided and protected by state and federal law regarding compensation and overtime pay.

33. On or about January 3, 2025, Defendant terminated Plaintiff’s employment.

34. Defendant terminated Plaintiff’s employment on or about January 3, 2025, in retaliation for making complaints regarding compensation and overtime pay and/or for asserting her rights provided and protected by state and federal law, in violation of the FLSA.

### **CLAIM FOR RELIEF – FLSA RETALIATION**

35. Plaintiff reasserts and incorporates all previous paragraphs as if they were set forth herein.

36. At all times material herein, Plaintiff was entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. § 201 et seq.

37. Plaintiff's verbal complaints throughout her employment with Defendant regarding unpaid overtime pay, including but not limited to complaining about Defendant failing to compensate her for performing compensable work as directed by Defendant while at home, after work, on weekends, and/or outside the normal and customary work hours of her 911 Telecommunicator position each workday, constituted "filing a complaint" within the meaning of the FLSA.

38. Defendant understood Plaintiff's verbal complaints throughout his employment with Defendant regarding unpaid overtime pay as described herein to be assertions of her rights provided and protected by the FLSA.

39. Defendant violated the FLSA, 29 U.S.C. § 215(a)(3), by terminating Plaintiff's employment on or about January 3, 2025, because Plaintiff made complaints against Defendant relating to its violations of the FLSA.

40. Defendant intentionally retaliated against Plaintiff by terminating his employment for exercising his rights under the FLSA, 29 U.S.C. § 201 et seq.

41. The FLSA, 29 U.S.C. § 216(b), makes an employer who violate 29 U.S.C. § 215(a)(3) liable for such legal or equitable relief as may be appropriate to effectuate the purposes of Section 215(a)(3), including without limitation: reinstatement, lost wages and other employment benefits, and an additional equal amount as liquidated damages.

42. Pursuant to the FLSA, 29 U.S.C. § 216(b), successful plaintiffs are entitled to reimbursement of the costs and attorneys' fees expended in successfully prosecuting an action for unpaid wages.

**WHEREFORE**, it is respectfully prayed that this Court grant the following relief:

1. Order Defendant to make Plaintiff whole by providing reimbursement for back pay, liquidated damages, compensatory damages, punitive damages, reinstatement or front pay, and reimbursement for attorneys' fees and costs pursuant to the FLSA as a result of Defendant's retaliation and unlawful termination of Plaintiff under the FLSA;
2. Grant to Plaintiff attorneys' fees, costs, and disbursements as provided by statute; and
3. Grant to Plaintiff whatever other relief this Court deems necessary and proper.

**PLAINTIFF DEMANDS A JURY AS TO ALL TRIABLE ISSUES**

Dated this 27th day of February, 2025

WALCHESKE & LUZI, LLC  
Counsel for Plaintiff

s/ **Scott S. Luzi**

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