

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA**

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LEO J. EDWARDS, on behalf  
of himself and all others similarly situated,

5:23-CV-00683-FL

Plaintiff,

**NOTICE OF PENDING LAWSUIT**

v.

CITY OF RALEIGH,

Defendant.

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**TO: ALL INDIVIDUALS WHO WORKED AS HOURLY NON-EXEMPT POLICE OFFICERS FOR THE CITY OF RALEIGH, WHO WORKED A MINIMUM OF EIGHTY-SIX (86) HOURS IN A FOURTEEN (14) DAY PERIOD AND ALLEGE THEY DID NOT RECEIVE APPROPRIATE PREMIUM OVERTIME COMPENSATION AT ANY TIME WITHIN THREE YEARS PRIOR TO THE COMMENCEMENT OF THIS ACTION, THROUGH THE PRESENT.**

**RE: WAGE AND HOUR LAWSUIT FILED AGAINST CITY OF RALEIGH.**

**I. INTRODUCTION**

The purpose of this notice is to:

- 1) Inform you that a lawsuit exists that you may join,
- 2) Advise you of how your rights may be affected by this lawsuit, and
- 3) Instruct you on the procedure for participating in this lawsuit, should you choose to do so.

**II. DESCRIPTION OF LAWSUIT**

A lawsuit has been brought against the City of Raleigh (“Defendant”). Named Plaintiff Leo J. Edwards (“Plaintiff”) alleges that the City of Raleigh has violated the Fair Labor Standards Act (“FLSA”) by failing to pay Police Officers for all overtime hours worked, including at the appropriate straight-time rate (during overtime workweeks) and premium overtime rate for all hours worked in excess of eighty-six (86) per fourteen (14) day pay period. Plaintiff seeks to recover straight-time (in overtime workweeks) and overtime wages, liquidated damages in an equal amount, reasonable attorneys’ fees and costs, and all other legal and equitable relief as the Court deems just and proper.

The City of Raleigh has responded to the lawsuit by denying all of Mr. Edward’s claims and believes it has followed FLSA and City policy when it comes to overtime requirements. The Court has not decided on the merits of Mr. Edwards’ claims.

**III. COMPOSITION OF CLASS**

Plaintiff seeks to sue on behalf of all individuals who were or have been employed by Defendant after November 29, 2020, and who were required to perform Police Officer-related duties, including patrolling the community, responding to incidents, performing investigations, drafting reports, and testifying as witnesses in court proceedings, and who Defendant asserts were eligible for overtime pay at a premium rate of time and one half, and who did not receive compensation for all hours worked, including straight-time wages for hours worked up to eighty-

six (86) per fourteen (14) day pay period or overtime compensation for all hours worked in excess of eighty-six (86) per fourteen (14) day pay period at the appropriate premium overtime rate.

#### **IV. YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT**

According to Defendant's personnel records, you were employed by Defendant as hourly non-exempt police officers during the relevant time period. Therefore, you may join in the FLSA collective and claims raised in this lawsuit by completing and mailing, faxing, or emailing a signed copy of the enclosed Plaintiff Consent Form to Plaintiff's lawyers at the following address:

The Law Offices of Gilda Hernandez, PLLC  
ATTN: Rachael Kreuz  
1020 Southhill Drive, Suite 130  
Cary, NC 27513  
Tel: (919) 741-8693  
Fax: (919) 869-1853  
[rkreuz@gildahernandezlaw.com](mailto:rkreuz@gildahernandezlaw.com)

Your Consent to Join form must be submitted or postmarked by no later than February 13, 2025. A first class self-addressed and stamped envelope is included for your convenience.

You may also submit a Consent to Join form online by visiting [www.CityOfRaleighLawsuit.com](http://www.CityOfRaleighLawsuit.com). Plaintiff's lawyers will file with the Court all Plaintiff Consent Forms that have been filled out, signed, and postmarked or submitted on or before February 13, 2025.

If you file a Plaintiff Consent Form, your continued right to participate in the suit may depend upon a later decision by the Court that you are an appropriate participant in accordance with federal law.

#### **V. EFFECT OF JOINING OR NOT JOINING THIS LAWSUIT**

If you choose to join the lawsuit, you will be bound by any ruling, judgment or settlement, favorable or unfavorable. While the lawsuit is proceeding, you may be required to provide information or otherwise participate in the action.

If you choose to join the lawsuit you could be called as a witness at deposition and trial and be required to attend.

If you choose to join this case by filing a Plaintiff Consent ("Opt-in") Form, you agree to representation by Plaintiff's Counsel. The specific terms and conditions of representation are set forth in Section VIII and in the Consent Form. If you do not join this action, you are free to take action on your own.

If you choose not to join the lawsuit, you will not be bound by any ruling, judgment or settlement entered in the case, favorable or unfavorable. You will not receive a share of any judgment or settlement obtained. If you choose not to join this lawsuit, you will retain any rights you may have under the FLSA.

#### **VI. STATUTE OF LIMITATIONS**

Plaintiff's claims in this action are limited to a three-year statute of limitations. If you choose to join this action, you may be able to recover damages if you were improperly denied compensation only for time worked within the three years prior to the date you file your consent form. If you choose not to join this action, or choose to bring your own action, some or all of your potential claims may later be barred by the applicable statute of limitations.

#### **VII. NO RETALIATION PERMITTED**

The law prohibits retaliation against employees for exercising their rights under the FLSA. Therefore, the City of Raleigh is specifically prohibited from discharging you or retaliating against you in any other manner, including, but not limited to, reducing your hours just because you choose to participate in this action.

## **VIII. YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you choose to join the lawsuit, your interests will be represented by counsel for Plaintiff unless you decide to hire your own attorney at your own expense. Plaintiff's Counsel are:

Gilda A. Hernandez  
Hannah B. Simmons  
Matthew Marlowe  
The Law Offices of Gilda Hernandez, PLLC  
1020 Southhill Drive, Suite 130  
Cary, NC 27513  
Tel: (919) 741-8693  
Fax: (919) 869-1853  
[www.gildahernandezlaw.com](http://www.gildahernandezlaw.com)

Plaintiff's attorneys are being paid on a contingency basis, which means that if there is no recovery, there will be no attorneys' fees. If there is a recovery, the attorneys will receive a part of any settlement obtained or money judgment entered in favor of all members of the class, or fees the Court directs Defendant to pay separately. Any payment of attorneys' fees will require approval of the Court.

Plaintiff's attorneys will advance necessary costs and out-of-pocket disbursements and expenses on your behalf in this litigation. In the event that necessary costs and out-of-pocket disbursements are not approved by the Court to be reimbursed from any settlement or judgment, or paid by Defendant, you will have no obligation to reimburse Plaintiff's attorneys for such costs.

If you choose to join the lawsuit, you also designate the named plaintiff in this action, the collective action representative, as your agent to make decisions on your behalf concerning the litigation, including the method and manner of conducting this litigation, entering into a settlement agreement, entering into an agreement with Plaintiff's Counsel, The Law Offices of Gilda A. Hernandez, PLLC (with the understanding that the Firm is being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees, pursuant to the named Plaintiff's retainer agreement with the Law Offices of Gilda A. Hernandez, PLLC).

## **IX. FURTHER INFORMATION**

Further information about the lawsuit or this notice may be obtained by contacting Plaintiff's attorneys at the address or phone number provided above or by visiting [www.CityOfRaleighLawsuit.com](http://www.CityOfRaleighLawsuit.com).

**THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE FEDERAL DISTRICT COURT, THE HONORABLE LOUISE W. FLANAGAN, UNITED STATES DISTRICT JUDGE. THE COURT TAKES NO POSITION REGARDING THE MERITS OF THE PLAINTIFF'S CLAIMS OR DEFENDANT'S DEFENSES. DO NOT CONTACT THE CLERK OF COURT REGARDING THIS NOTICE.**

Dated: November 15, 2024

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Louise W. Flanagan  
United States District Judge