

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

MATTHEW HOLDER, individually §  
and on behalf of all other similarly §  
situated persons, §  
§  
Plaintiffs, §  
§  
vs. §  
§  
PRIME PROTECTION §  
AUTHORITY, LLC and ANTHONY §  
PIERCE §  
§  
Defendants. §

Case No. [2:25-11028](#)

**COLLECTIVE  
ACTION COMPLAINT**

**JURY DEMAND**

Plaintiff Matthew Holder, individually and on behalf of all others similarly situated (collectively “Plaintiffs”), by his attorneys, upon personal knowledge as to himself and upon information and belief as to other matters, alleges as follows:

**INTRODUCTION**

1. This is a Fair Labor Standards Act (FLSA) collective action brought to remedy Defendants Prime Protection Authority, LLC’s (hereafter “Prime”) and Anthony Pierce’s (together “Defendants”) failure to pay Plaintiffs’ overtime premium pay pursuant to the FLSA.

2. Defendants employed Matthew Holder as an armed security officer in Michigan, along with other armed and un-armed security officers. Defendants paid Plaintiff Holder and other security officers an hourly rate. Plaintiff Holder and the

other security officers regularly worked in excess of 40 hours per week. Despite the long hours, Defendants did not pay Plaintiff Holder or the other security officers, overtime wages for hours worked over 40 in a week.

3. Plaintiffs seek unpaid overtime wages, statutory damages, liquidated damages, costs and attorneys' fees as well as declaratory relief under the FLSA, 29 U.S.C. § 201 *et seq.*

### **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States. Specifically, this action is brought under 29 U.S.C. § 216(b) of the FLSA.

5. This Court has subject matter jurisdiction under 28 U.S.C. § 1337, because the claims arise under federal laws regulating commerce.

6. The Court has personal jurisdiction over Defendants Prime and Anthony Pierce, because Defendants reside and are headquartered in this District.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events, acts, or omissions giving rise to the claims occurred in this District, Defendants conduct business in this District, and Defendant Prime is headquartered in this District.

## **PARTIES**

### **A. Plaintiffs**

8. Plaintiff Matthew Holder is a citizen and resident of Michigan.
9. Plaintiff Holder worked for Prime as an Armed Security Officer from approximately August 2023 through December 2024.
10. Plaintiff Holder was at all times an employee of Prime.
11. Plaintiff Holder was engaged in commerce while working for Defendants.
12. The term “Plaintiffs” as used in this complaint refers to the Named Plaintiff, and any additional represented parties pursuant to the collective action provision of 29 U.S.C. § 216(b), individually, collectively, or in any combination.

### **B. Defendants**

13. Defendant Prime is a for-profit Michigan corporation.
14. Prime lists its business address as 4980 Maybee Rd., Clarkston, MI 48348-5129.
15. Prime is in the business of providing security officers to various establishments to protect their goods and/or events, and to individuals as personal security.
16. Prime provides its services throughout Michigan.
17. Defendant Anthony Pierce is the founder and owner of Prime.

18. Upon information and belief, Anthony Pierce's address is 4980 Maybee Rd., Clarkston, MI 48348-5129.
19. Upon information and belief, Anthony Pierce had authority and exercised control over the finances and operations of Prime.
20. Upon information and belief, Anthony Pierce exercised managerial authority and control over the day-to-day business of Prime, including Plaintiffs.
21. Upon information and belief, Anthony Pierce determined Plaintiffs' compensation, work hours and schedules, and job duties.
22. Prime acted as an employer of Plaintiff Holder from approximately August 2023 through December 2024, and it continues to act as an employer of the Security Officers, defined below in Paragraph 27, within the meaning of 29 U.S.C. § 203(d).
23. Upon information and belief, as founder and owner of Prime, Anthony Pierce acted directly and indirectly in Prime's interest in relation to Plaintiff Holder from approximately August 2023 through December 2024, and he acted and continues to act directly and indirectly in its interest in relation to the Security Officers. Thus, Anthony Pierce is their employer within the meaning of 29 U.S.C. § 203(d).
24. At all times relevant herein, Prime has been an enterprise within the meaning of 29 U.S.C. § 203(r).
25. Upon information and belief, Defendants grossed more than \$500,000 in each of the past three fiscal years.

26. At all times relevant herein, Prime has been an enterprise engaged in commerce or in the production of goods or services for commerce within the meaning of 29 U.S.C. § 203(s)(1) in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated).

### **COLLECTIVE ACTION ALLEGATIONS**

27. Plaintiff Holder brings his federal overtime claims under the collective action provision of the FLSA as set forth in 29 U.S.C. § 216(b) on behalf of himself and all similarly situated persons consisting of:

all security officers, including armed and un-armed officers, employed by Defendants and not paid overtime wages for hours worked more than 40 in a week at any time within three years prior to the filing of this complaint and the date of final judgment in this matter (“Security Officers”).

28. To facilitate the right of Security Officers to participate in this action, the Court should issue notice to Security Officers informing them of their right to participate in this suit by filing a consent to sue form. There are numerous similarly situated current and former employees of Defendants who have suffered from Defendants’ common policies and practice of failing to pay required overtime wages for hours worked more than 40 in a week. These similarly situated Security Officers

would benefit from the issuance of Court-supervised notice of the present lawsuit and the opportunity to join the lawsuit. Those similarly situated Security Officers are known to Defendants and readily identifiable through Defendants' records.

### **FACTS**

29. Prime is a security firm that provides security officers, including armed security officers, to customers for protection. For example, Prime provides security officers to dispensaries, bars, nightclubs, corporate conventions, and to executive clients.

30. Prime hired Plaintiff Holder and Security Officers to provide Prime's customers with protection.

31. The job duties of Plaintiff Holder and Security Officers include maintaining detailed logs of daily activities, incidents, and observations; monitoring and inspecting the premises; responding to alarms and incidents; and collaborating with local law enforcement agencies when required for incident reporting and investigations.

32. The security work that Plaintiff Holder and Security Officers performed is an integral part of Defendants' business.

33. Plaintiff Holder and Security Officers were employees of Defendants.

34. Defendants had the authority to hire and fire Plaintiffs.

35. Defendants had the authority to discipline Plaintiffs.

36. Defendants trained Plaintiffs in how to perform their work and provided Plaintiffs with an operating procedure handbook.

37. Defendants provided Plaintiffs with a company uniform and magnet to put on Plaintiffs' vehicles indicating that they worked for Defendants.

38. While working for Defendants, Plaintiffs could not provide security guard services to any other company.

39. Defendants set the rate of compensation that Plaintiffs received.

40. The compensation Defendants paid Plaintiffs did not vary based on the quality of their work.

41. Plaintiffs were compensated based on the hours they worked.

42. Plaintiffs could not affect their rate of compensation other than to work more hours and/or days.

43. Plaintiffs regularly worked more than 40 hours per week for Defendants.

44. For example, Plaintiff Holder regularly worked approximately 54 hours in a week for Defendants. In at least one instance, he worked more than 80 hours in a week.

45. Defendants knew or should have known that Plaintiffs regularly worked more than 40 hours per week because Defendants regularly scheduled Plaintiffs to work more than 40 hours per week.

46. For example, Defendants typically scheduled Plaintiff Holder to work 13 hour shifts 4 days a week. Similarly, Defendants regularly scheduled other Security Officers to work more than 40 hours per week.

47. In addition to scheduling Plaintiffs for more than 40 hours of work a week, Prime knew or should have known that Plaintiffs regularly worked more than 40 hours per week, because Prime tracked the hours Plaintiffs worked.

48. Prime required Plaintiffs to clock in and out using an app called “OnTheClock.” Plaintiffs also had to sign in and out on a paper log maintained by the customer Prime scheduled them to guard.

49. Plaintiffs regularly recorded working more than 40 hours in a week in the timekeeping software, “OnTheClock,” that Defendants provided.

50. For example, the week beginning August 26, 2024, Plaintiff Holder was clocked into the app “OnTheClock” for 50 hours.

51. Defendants failed to pay Plaintiffs for all hours worked.

52. For example, even though Defendants told Plaintiff Holder to arrive 15 minutes before his shift was scheduled to start, Defendants did not pay Plaintiff Holder for that time. For example, because Plaintiff Holder regularly worked four days a week, and because Plaintiff Holder started working 15 minutes before his scheduled shift, Defendants failed to pay Plaintiff Holder for an hour of work per



week. Upon information and belief, Defendants also told Security Officers to arrive 15 minutes before their shift started and did not pay Security Officers for that time.

53. Defendants failed to pay Plaintiffs overtime compensation at the rate of time and one-half for all hours worked over 40 in a week. Instead, it paid Plaintiffs their hourly rate for each hour worked and recorded in a week, even if it resulted in work over 40 hours. For example, for the pay period ending on January 30, 2024, Defendants paid Plaintiff Holder an hourly rate of \$18. Defendants paid Plaintiff Holder \$929.88 for 51.66 hours of work that week and failed to pay the additional half-time overtime premium for hours worked over 40.

54. As a matter of practice and/or policy, Defendants do not pay overtime premium compensation to Plaintiff Holder and Security Officers.

55. When Plaintiff Holder asked Defendants about overtime pay, Defendants told him that the company does not pay an overtime rate for hours over 40.

56. Upon information and belief, it was Defendants' willful policy and pattern or practice not to pay its employees, including Plaintiff Holder and Security Officers, an overtime premium for work that exceeded 40 hours in a week.

57. Defendants' unlawful conduct as set forth in this Complaint has been intentional, willful, and in bad faith, and has caused significant damages to Plaintiffs.

58. Defendants' failure to pay Plaintiffs the proper wages required by law was willful where Defendants required Plaintiffs to work over 40 hours in a week, were

aware they did so, and failed to pay them their overtime wages due for the hours worked.

59. All actions and omissions described in this Complaint were made by Defendants directly or through its supervisory employees and agents.

**FIRST CAUSE OF ACTION  
(FLSA OVERTIME)**

60. Plaintiff Holder re-alleges and incorporates by reference the allegations in all preceding paragraphs.

61. At all relevant times, Plaintiffs were employees of the Defendants under the FLSA.

62. Defendants failed to pay premium overtime wages to Plaintiffs for all hours worked over 40 in a week in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 203, 207 *et seq.* and its implementing regulations.

63. Defendants' failure to comply with the FLSA caused Plaintiffs to suffer loss of wages and interest thereon.

64. Defendants' failure to pay proper premium overtime wages for each hour Plaintiffs worked over 40 per week was willful within the meaning of 29 U.S.C. § 255.

65. Defendants' failure to comply with the FLSA overtime protections caused Plaintiffs to suffer loss of wages and interest thereon, and they are entitled to recovery of unpaid overtime wages, liquidated damages, prejudgment interest,

attorneys' fees, costs, and any other compensation pursuant to 29 U.S.C. § 201, *et seq.*

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that this Court enter an order:

- A. Ordering court-facilitated notice to Security Officers at the earliest opportunity to ensure Security Officers' claims are not lost to the FLSA statute of limitations;
- B. Tolling the FLSA statute of limitations pending issuance of court-facilitated notice to Security Officers;
- C. Entering a declaratory judgment that the practices complained of herein are unlawful;
- D. Declaring that the Defendants violated the FLSA;
- E. Declaring that the Defendants' violations of overtime protections were willful;
- F. Granting judgment to Plaintiffs for their claims of unpaid back wages as secured by the FLSA as well as an equal amount in liquidated damages, and awarding Plaintiffs' costs and reasonable attorneys' fees;
- G. Awarding Plaintiffs pre-judgment and post-judgment interest at the highest rates allowed by law; and
- H. Granting such further relief as the Court finds just.

## DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury pursuant to Fed. R. Civ. P. 38(b).

Dated: April 10, 2025

Respectfully Submitted,

/s/ Rebecca King

GETMAN, SWEENEY & DUNN, PLLC

Rebecca King, Esq.

NYS Bar No. 5636063

Emily Sullivan, Esq.

NYS Bar No. 5772496

260 Fair St.

Kingston NY 12401

Tel: (845) 255-9370

Fax: (845)255-8649

[rking@getmansweeney.com](mailto:rking@getmansweeney.com)

[esullivan@getmansweeney.com](mailto:esullivan@getmansweeney.com)