

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

-----	X	
	:	
ERIK BLAIR,	:	Civil Action No. _____
on behalf of himself and	:	
similarly situated employees,	:	
<i>Plaintiff,</i>	:	INDIVIDUAL AND
	:	COLLECTIVE/CLASS
v.	:	ACTION COMPLAINT
	:	
COMPREHENSIVE HEALTHCARE	:	Jury Trial Demanded
MANAGEMENT SERVICES, LLC,	:	
	:	Electronically Filed
<i>Defendant.</i>	:	
-----	X	

INDIVIDUAL AND COLLECTIVE/CLASS ACTION COMPLAINT
Nature of the Action, Jurisdiction, and Venue

1. This is an individual and collective/class action under the Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 207(a) & 216(b), and the Pennsylvania Minimum Wage Act (PMWA), 43 P.S. §§ 333.104(c) & 333.113; and, a class action on the basis of breach of contract and the Pennsylvania Wage Payment and Collection Law (WPCL), 43 P.S. § 260.3, to recover damages for non-payment of wages; and, an individual claim for retaliation based upon the adverse actions taken against Plaintiff for engaging in protected activities under 215(a) of the FLSA.

2. Jurisdiction of this court is invoked under 28 U.S.C. § 1331 and, for the supplemental state claims, 28 U.S.C. § 1367(a).

3. The actions and policies alleged to be unlawful were committed in whole or in part around Pittsburgh, PA, where Plaintiff worked for Defendant. This action is within the jurisdiction of, and venue is proper in, the United States District Court for the Western

District of Pennsylvania.

Parties

4. **Plaintiff Erik Blair** resides at 34 Observatory Street, Manor, PA 15665. Plaintiff Blair worked for Defendant Comprehensive Healthcare Management Services at its Cheswick Rehabilitation and Wellness Center (3876 Saxonburg Boulevard, Cheswick, PA 15024) as a Registered Nurse from in or about September 2017 (when Defendant Comprehensive Healthcare Management Services acquired the facility from Consulate Healthcare) through January 23, 2018.
5. Plaintiff regularly performed work within the state of Pennsylvania.
6. **Defendant Comprehensive Healthcare Management Services, LLC (“Defendant Comprehensive Healthcare”)**, a company operating long-term-care facilities and providing rehabilitation and nursing care throughout Pennsylvania and the United States, maintains its headquarters at 147 Reist Street, Williamsville, NY 14221. Defendant has a Payroll Department with Payroll Department Manager and Scheduling and Payroll Consultants employed at its base in Williamsville, New York. Defendant Comprehensive Healthcare maintains over 20 facilities in the United States, with at least six of these in Western Pennsylvania.
7. At all relevant times Defendant has been an enterprise engaged in interstate commerce with annual revenues in excess of \$500,000 and has employees engaged in interstate commerce and the production of goods in interstate commerce and has been subject to the provisions of Section 203(s)(1) of the FLSA.
8. Defendant has regularly employed individuals in the state of Pennsylvania, including Plaintiff, in the performance of work on behalf of Defendant and is, therefore, subject to the provisions of the FLSA, the PMWA and the WPCL.

Statement of Claims

9. Plaintiff is a Registered Nurse.
10. Plaintiff began working at the Cheswick facility, formerly called Consulate Health Cheswick, in September 2016.
11. In or about September 2017 Defendant acquired the facility from Consulate Healthcare and renamed it Cheswick Rehabilitation and Wellness Center.
12. Plaintiff then continued to work at the facility, now for Defendant, until on or about January 23, 2018.
13. Plaintiff was a W-2 employee.
14. Plaintiff was an employee within the meaning of the FLSA and PMWA.
15. Plaintiff was paid hourly (\$33/hour).
16. Plaintiff was also paid a bonus when working an extra shift: \$50 for working an extra 4 hours; \$100 for working an extra 8 hours.
17. Plaintiff clocked in and clocked out.
18. Plaintiff was entitled to overtime pay (1 ½ the regular rate of pay) when working more than 40 hours in a workweek.
19. Plaintiff was non-exempt under the FLSA and PMWA.
20. Plaintiff regularly worked more than 40 hours in workweeks.
21. On average Plaintiff worked in excess of 50 hours per workweek.
22. Notwithstanding the fact Plaintiff was non-exempt, and entered his time worked in the time-keeping system maintained by Defendant, Plaintiff was not paid for all of his

overtime hours.

23. Rather, Defendant consistently failed to pay Plaintiff all of the overtime hours worked.
24. In fact, from the very first paycheck it became evident Defendant was not paying Plaintiff for all hours recorded and worked.
25. Defendant issues a paystub each pay period.
26. The paystub lists, among other things, the hours worked, the rate of pay, overtime hours, gross pay and net pay after taxes/benefits.
27. Payroll and payroll records, as well as time records, are managed by the Payroll Department at Defendant's New York headquarters.
28. When Plaintiff received his first paycheck he realized there was a discrepancy between his hours worked and the hours listed on the paystub: the hours on the paystub were fewer than what he had worked and fewer than what he had entered in the time records.
29. In turn, Plaintiff was paid only for the hours listed on the paystub, not the actual hours worked or recorded.
30. Plaintiff immediately complained to management about the discrepancy and demanded he be paid for the hours actually worked. Plaintiff also specifically complained about the fact that the "hours worked" on his paystub were false: he had worked more hours than were listed on the paystub.
31. In fact, Defendant was falsifying the pay records: Defendant took the actual time records and only reflected the hours they wanted to pay, rather than the actual hours worked, on the paystubs and, in turn, paid less than it was legally obligated to pay.
32. As Plaintiff learned over the course of his employment Defendant was consistently falsifying the time records and consistently failing to pay for the hours worked in workweeks, overtime workweeks as well as non-overtime workweeks, not only for

Plaintiff but for the other Registered Nurses as well.

33. Notwithstanding being “shorted” in his first paycheck, and complaining to management about it, Plaintiff was never paid the wages owed in his first paycheck.
34. The pattern continued throughout Plaintiff’s employment: Defendant consistently falsified the records of time worked, failed to pay Plaintiff for all of the hours worked, Plaintiff complained to management, and Defendant still did not pay what it was legally obligated to pay.
35. In or about December 2017 Plaintiff reported to the Department of Labor (DOL) that Defendant was falsifying records and not paying wages – particularly overtime wages – due.
36. The DOL informed Plaintiff that complaints had already been made by other nurses and that an investigation had been initiated.
37. The DOL also informed Plaintiff that the practices Plaintiff was complaining about (falsifying time and pay records, denying wages due) were occurring throughout Western Pennsylvania.
38. Upon information and belief the practices at issue (falsifying time and pay records, denying straight time and overtime wages due) have been and still are occurring throughout the 20+ facilities operated by Defendant, including not just the facilities in Western Pennsylvania but the facilities in New York, New Jersey and Eastern Pennsylvania.
39. The decisions made to falsify the time and pay records, and pay less than what is legally due, are made and continue to be made by management and staff at Defendant’s headquarters in Williamsville, NY.
40. These decisions have been made with the knowledge of local management as well, such as the managers of the facilities in Western Pennsylvania.

41. These decisions (to falsify time and pay records and to deny straight pay and overtime pay due) are applied throughout Defendant's operations, not just in Western Pennsylvania, and with the knowledge of management throughout Defendant's operations.
42. The Registered Nurses report to and perform their duties at various facilities of Defendant Comprehensive Healthcare, including the facility where Plaintiff worked, and other stores in Western Pennsylvania.
43. There are at least 50 other Registered Nurses who have been employed by Defendant Comprehensive Healthcare since February 2015 (three years prior to the filing of this Complaint) in the Western Pennsylvania region alone.
44. This Region includes at least 6 facilities: Cheswick Rehabilitation and Wellness Center; North Strabane Rehabilitation and Wellness Center; Brighton Rehabilitation and Wellness Center; Mt. Lebanon Rehabilitation and Wellness Center; Latrobe Health and Rehabilitation; and, Monroeville Rehabilitation and Wellness Center.
45. There are at least 200 other Registered Nurses, like Plaintiff, who have been employed by Defendant at the facilities outside of Western Pennsylvania.
46. The other Registered Nurses have performed the same primary duties as Plaintiff, specifically providing care to patients.
47. The other Registered Nurses have been W-2 employees.
48. The other Registered Nurses have been employees within the meaning of the FLSA and, for the Registered Nurses working in Pennsylvania, the PMWA.
49. Defendant has a common policy and practice of falsifying time and pay records and denying pay (overtime and straight pay) to their Registered Nurses.
50. Defendant knowingly and intentionally has violated the FLSA's mandate for overtime

pay. 29 U.S.C. § 207.

51. After Plaintiff complained about the falsification of time and pay records, and the denial of overtime pay, to management and to the Department of Labor, Defendant retaliated against Plaintiff.
52. For example, Defendant stopped payment on Plaintiff's paychecks.
53. The retaliation against Plaintiff is in violation of the FLSA.
54. Defendant knowingly and intentionally violated the FLSA's explicit requirement at 29 U.S.C. §211(c) that it maintain accurate records of time worked.
55. Plaintiff also has individual claims for retaliation under the FLSA and a violation of the Pennsylvania Wage Payment and Collection Law (WPCL) for breach of contract.
56. Despite its contractual obligation to compensate Plaintiff for work performed during non-overtime hours, Defendant breached those contractual obligations when it withheld Plaintiff's wages by stopping payment on his paychecks and by not paying Plaintiff at the straight rate promised.
57. Defendant did not have any good-faith basis on which to withhold the wages.
58. As a result of Defendant's breaches, Plaintiff has been denied the benefit of the bargain, and has suffered substantial damages in the form of unpaid wages.
59. Defendant's violations of the FLSA, PMWA and WPCL have been knowing, willful and in reckless disregard when it failed to pay Plaintiff at the overtime rate or the straight rate for those hours. Defendant has acted willfully and in reckless disregard of the FLSA, PMWA and WPCL.

Collective/Class Action Averments

60. In the past three years Defendant has employed 50+ Registered Nurses in the Western PA region (the 6 facilities referred to in Par. 44).
61. In the past three years Defendant has employed 200 + Registered Nurses throughout the country, including the Registered Nurses in Western PA.
62. These other Registered Nurses perform the same primary job duties as Plaintiff: provide care to patients.
63. These Registered Nurses have been hired and paid according to the same basic terms as Plaintiff: an hourly wage (normally about \$33.00); and, bonuses.
64. These 200 + Registered Nurses have been non-exempt within the meaning of the FLSA.
65. The Registered Nurses in PA have been non-exempt within the meaning of the PMWA.
66. Registered Nurses, like Plaintiff, work at Defendant's facilities not only in the Western Pennsylvania region but elsewhere in Pennsylvania, New Jersey and New York.
67. Registered Nurses working for Defendant in Pennsylvania and nationally, like Plaintiff, regularly work more than forty hours per week.
68. As with Plaintiff Defendant fails to maintain accurate records of time worked for the Registered Nurses.
69. In fact, Defendant has a policy and practice of falsifying time and pay records in order to deny wages (straight and overtime) otherwise due.
70. The Registered Nurses employed by Defendant over the past three years, nationally as well as in Pennsylvania, have been subject to the same time keeping and pay policies as

Plaintiff (see Par. 13-27, 31, 32, above).

71. The 200+ Registered Nurses employed by Defendant Comprehensive Healthcare nationally (which includes the PA Registered Nurses) over the past three years have regularly worked overtime.
72. Defendant Comprehensive Healthcare has knowingly and intentionally failed to pay the 200+ Registered Nurses for their overtime hours either at the straight rate or proper overtime rate.
73. Defendant Comprehensive Healthcare's failure to pay overtime due to the 200+ Registered Nurses employed by Defendant over the past three years, and its failure to maintain accurate records of time worked, has been in violation of the FLSA and the PMWA.
74. Defendant Comprehensive Healthcare has knowingly and intentionally violated the FLSA and PMWA with respect to the failure to pay overtime and failure to maintain accurate time records.

COUNT I: VIOLATION OF THE FLSA
Individual and Collective Action (National)

75. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
76. Plaintiff and all other similarly situated Registered Nurses (the 200 + Registered Nurses working for Defendant in PA and elsewhere nationally) are employees of Defendant within the meaning of the FLSA.
77. Defendant is an employer within the meaning of the FLSA.
78. Plaintiff and all other similarly situated Registered Nurses have been paid an hourly rate.

79. Plaintiff and the other similarly situated Registered Nurses have been non-exempt within the meaning of the FLSA.
80. Plaintiff and all other similarly situated Registered Nurses have regularly worked more than forty hours per week (overtime work).
81. Defendant has, as a matter of policy and practice, denied overtime compensation to Plaintiff and all other similarly situated Registered Nurses for overtime hours.
82. Defendant has, as a matter of policy and practice, denied overtime compensation to Plaintiff and all other similarly situated Registered Nurses at the proper overtime rate.
83. Defendant has, as a matter of policy and practice, failed to maintain accurate records of time worked for Plaintiff and all other similarly situated Registered Nurses.
84. Defendant's failure to pay overtime at the proper rate to the Registered Nurses has violated and continues to violate the FLSA.
85. For at least the past three years, Defendant's violations of the FLSA are knowing, willful, and in reckless disregard of the FLSA's overtime requirements.
86. Plaintiff and all other similarly situated Registered Nurses are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.
87. Plaintiff and all other similarly situated Registered Nurses are also entitled to recover liquidated damages under 29 U.S.C. §§ 207(a) & 216(b).

COUNT II: VIOLATION OF THE PMWA
Individual and Class Action (Pennsylvania)

88. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
89. Plaintiff and all other similarly situated Registered Nurses in Pennsylvania are employees of Defendant within the meaning of the PMWA.
90. Defendant is an employer within the meaning of the PMWA.
91. Plaintiff and all other similarly situated Registered Nurses in Pennsylvania have been paid an hourly rate.
92. Plaintiff and all other similarly situated Registered Nurses in Pennsylvania are non-exempt within the meaning of the PMWA.
93. Plaintiff and all other similarly situated Registered Nurses in Pennsylvania have regularly worked more than forty hours per week.
94. Defendant has, as a matter of policy and practice, denied overtime compensation to Plaintiff and all other similarly situated Registered Nurses in Pennsylvania for overtime hours.
95. Defendant has, as a matter of policy and practice, denied overtime compensation to Plaintiff and all other similarly situated Registered Nurses in Pennsylvania at the proper overtime rate.
96. Defendant's failure to pay overtime to Plaintiff and similarly situated Registered Nurses employed in Pennsylvania violates the PMWA.
97. Defendant's failure to maintain accurate records of time worked for Plaintiff and similarly situated employees employed in Pennsylvania violates the PMWA.

98. Plaintiff and similarly situated Registered Nurses employed in Pennsylvania are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.

COUNT III: VIOLATION OF THE FLSA (Retaliation)
Individual

99. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.

100. Plaintiff is an employee of Defendant's within the meaning of the FLSA.

101. Defendant is an employer within the meaning of the FLSA.

102. Plaintiff engaged in a protected activity (complained about the falsification of time and pay records, denial of bonuses and overtime pay).

103. Plaintiff suffered an adverse action following the protected acts (stopped payment on paychecks, denial of pay).

104. There is a causal connection between the protected acts and the adverse employment action.

105. There is no bona fide business reason for the retaliation.

106. Defendant's retaliation against Plaintiff is in violation of the FLSA.

107. Defendant's violation of the FLSA is knowing, willful, and in reckless disregard of the FLSA.

108. Plaintiff is entitled to recover from Defendant the value of the lost wages, benefits, pre-judgment and post-judgment interest, attorneys' fees, and costs.

109. Plaintiff is also entitled to recover liquidated damages under 29 U.S.C. §§ 207(a) & 216(b).

COUNT IV: BREACH OF CONTRACT
Individual and Class Action (Pennsylvania)

110. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.

111. When Defendant hired Plaintiff and the other Registered Nurses in Pennsylvania it made definite, clear promises to pay a certain hourly rate and bonuses.

112. Those promises created enforceable contractual obligations.

113. Plaintiff and the other Registered Nurses in Pennsylvania provided consideration for those promises by promising to deliver and actually delivering valuable services to Defendant.

114. Despite its contractual obligation to compensate Plaintiff and the other Registered Nurses in Pennsylvania for work performed, Defendant breached those contractual obligations when it withheld promised hourly wages and bonuses.

115. The amount owed to Plaintiff and the other Registered Nurses in Pennsylvania represents wages.

116. Defendant did not have any good-faith basis on which to withhold the wages.

117. As a result of Defendant's breaches, Plaintiff and the other Registered Nurses in Pennsylvania have been denied the benefit of the bargain, and have suffered substantial damages in the form of unpaid wages.

118. Plaintiff and the other Registered Nurses in Pennsylvania are entitled to damages commensurate with the unpaid wages, plus interest, plus compensatory damages resulting from the breach.

COUNT V: VIOLATION OF THE WPCL
Individual and Class Action (Pennsylvania)

119. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.

120. Defendant's contractual obligation to pay Plaintiff and the other Registered Nurses in Pennsylvania for hours worked each week at an agreed upon amount created obligations under the WPCL, 43 P.S. § 260.1 *et seq.*

121. The compensation Defendant failed to pay to Plaintiff and the other Registered Nurses in Pennsylvania for hours worked constitute wages within the meaning of the WPCL.

122. Defendant violated the WPCL by failing to pay the promised wages for work Plaintiff and the other Registered Nurses in Pennsylvania performed.

123. Defendant did not have any good-faith basis for withholding the promised wages.

124. Plaintiff and the other Registered Nurses in Pennsylvania are entitled to unpaid wages as well as statutory penalties (25% of unpaid wages), pre-judgment and post-judgment interest, attorneys' fees, and costs.

PRAYER FOR RELIEF

125. WHEREFORE, Plaintiff and all others similarly situated respectfully request that this Court:

- A. Order Defendant to pay the unpaid overtime compensation owed to Plaintiff and all other similarly situated Registered Nurses (nationally);

- B. Order Defendant to pay liquidated damages to Plaintiff and all other similarly situated Registered Nurses (nationally);
- C. Order Defendant to pay Plaintiff and the other PA Registered Nurses for unpaid non-overtime wages (Pennsylvania);
- D. Order Defendant to pay pre- and post-judgment interest as well as the litigation costs and reasonable attorneys' fees incurred by Plaintiff and all other similarly situated Registered Nurses (nationally); and,
- E. Grant such further relief as the Court deems necessary and proper.

Respectfully submitted,

s/Joseph H. Chivers
Joseph H. Chivers, Esq.
PA ID No. 39184
First & Market Building
Suite 650
100 First Avenue
Pittsburgh, PA 15222
jchivers@employmentrightsgroup.com
Tel: (412) 227-0763
Fax: (412) 774-1994

*Counsel for Plaintiff
and all others similarly situated*

Dated: February 28, 2018

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Erik Blair, on behalf of himself and similarly situated employees
34 Observatory Street, Manor, PA 15665

(b) County of Residence of First Listed Plaintiff Westmoreland
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Joseph H. Chivers, Esq., The Employment Rights Group
100 First Avenue, Suite 650, Pittsburgh, PA 15222 (412) 227-0763

DEFENDANTS

Comprehensive Healthcare Management Services, LLC
147 Reist Street, Williamsville, NY 14221

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 207(a) & 216(b)

Brief description of cause:

FLSA/PMWA (denial of overtime/falsification of time records); FLSA (retaliation); WPCL/Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD

02/28/2018 /s/ Joseph H. Chivers

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44A REVISED June, 2009
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____ . Short Caption _____
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit

EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Select the applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

/s/ Joseph H. Chivers

Date: 2/28/2018

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH FORMS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former RN Claims Comprehensive Healthcare Management Services Falsified Employee Work Records](#)
