

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

| | |
|--|---------------------------------|
| ----- | X |
| | : |
| SANDRA BRUNO, | : Civil Action No. _____ |
| on behalf of herself and | : |
| similarly situated employees, | : |
| | : INDIVIDUAL AND |
| <i>Plaintiff,</i> | : COLLECTIVE/CLASS |
| | : ACTION COMPLAINT |
| v. | : |
| | : |
| WELLS FARGO HOME MORTGAGE, | : Jury Trial Demanded |
| a division of WELLS FARGO BANK, | : |
| N.A., | : 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), the Pennsylvania Minimum Wage Act (PMWA), 43 P.S. §§ 333.104(c) & 333.113, and comparable wage laws in states other than Pennsylvania¹.
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.

¹ Excluding California: this action specifically excludes claims under California law.

Parties

4. **Plaintiff Sandra Bruno** resides at 4150 Ewalt Road, Apt. 11, Gibsonia, PA 15044. Plaintiff worked for Defendant Wells Fargo Bank, N.A., specifically the Home Mortgage Division, from in or about November 2015 until in or about November 2017, reporting to the North Hills, PA, office.
5. Plaintiff regularly performed work within the state of Pennsylvania.
6. Plaintiff regularly performed work for clients of Defendant's who resided in Pennsylvania and other states.
7. **Defendant Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.**, is a division of a national bank providing online and mobile banking, home mortgage, loans and credit, investment, retirement, wealth management, and insurance services throughout the United States. Defendant serves commercial, retail and institutional customers throughout the United States. Defendant maintains its headquarters at 101 North Phillips Avenue, Sioux Falls, SD 57104.
8. At all relevant times Defendant has been an enterprise engaged in interstate commerce with annual revenues in excess of \$500,000 and has been subject to the provisions of Section 203(s)(1) of the FLSA.
9. Defendant regularly employs individuals in the state of Pennsylvania and other states, including Plaintiff, in the performance of work on behalf of Defendant and is subject to the provisions of the PMWA and comparable wage laws in states other than Pennsylvania.

Statement of Claims

10. Defendant hired Plaintiff as a Mortgage Consultant² in or about November 2015.
11. Plaintiff performed her work primarily from her home.
12. Plaintiff was managed by the executives/managers at Defendant's North Hills, PA, office.
13. As a Mortgage Consultant, Plaintiff's primary duty was inside sales and sales support performed from her home office, including assisting Defendant's customers with their mortgage applications, advising customers about available loan products, programs, rates, policies, underwriting requirements and loan procedures, and selling Defendant's various mortgage-related products to Defendant's customers.
14. Plaintiff's primary duty was, therefore, "inside sales" within the meaning of the FLSA.
15. Plaintiff was non-exempt within the meaning of the FLSA and the PMWA and comparable wage laws in other states.
16. Defendant classified Plaintiff as non-exempt within the meaning of the FLSA and PMWA and comparable wage laws in other states.
17. Plaintiff regularly worked overtime (more than 40 hours) in workweeks during her employment.
18. From November 2015 until she left the company in November 2017 Plaintiff was paid what the Defendant described as a \$2,000 monthly draw against commissions. However, the draw was explicitly based on a regular rate of pay of \$12 per hour with an additional \$6 per hour for overtime hours.

² Mortgage Consultants are also given the title of Home Mortgage Consultant, Home Mortgage Consultant, Jr., Private Mortgage Banker or Private Mortgage Banker, Jr., and, for purposes of this lawsuit and the definition of the "collective/class" the term "Mortgage Consultant" includes each of these various titles.

19. Defendant applied three policies, common to not only Plaintiff but other Mortgage Consultants (see ¶¶ 35-56, below), that resulted in violations of the overtime provisions of the FLSA, PMWA and comparable wage laws in other states.
20. First, as a matter of policy Defendant withheld from Plaintiff's pay certain overhead expenses, including but not limited to expenses for mailings and advertising.
21. Defendant withheld these overhead expenses in all workweeks, non-overtime and overtime workweeks alike.
22. Defendant withheld these overhead expenses in all workweeks regardless of whether Plaintiff actually incurred any of these expenses or derived any benefit from them.
23. Second, with respect to time-keeping of hours worked Plaintiff recorded what she was instructed to record as hours worked for Defendant.
24. However, as a matter of policy Defendant knowingly failed to properly instruct Plaintiff as to what was or was not compensable work time within the meaning of the FLSA or the PMWA or comparable wage laws in other states.
25. As a result Plaintiff regularly did not record all hours worked, especially preliminary time, break time and postliminary time such as working in the evenings and on weekends or continuous work time not interrupted by breaks of greater than 20 minutes.
26. Defendant knew Plaintiff was working more time than what she recorded, and knew that its instructions to Plaintiff as to what time was compensable was inadequate if not misleading, but continued to suffer and permit Plaintiff to work this unrecorded time.
27. Defendant did not pay Plaintiff for this unrecorded time, straight time or overtime.
28. Third, Defendant failed, as a matter of policy, to take into account all overtime hours worked in calculating the proper overtime rate to be paid on the commissions earned by

Plaintiff in overtime weeks.

29. Defendant knew it was not properly calculating the additional pay earned by Plaintiff on commissions in overtime weeks.
30. As a result of these three policies Defendant failed to pay Plaintiff at the proper regular rate of pay or the proper overtime rate for her overtime hours worked.
31. Defendant knowingly and intentionally violated the FLSA's mandate for overtime pay. 29 U.S.C. § 207.
32. Defendant also failed to maintain accurate records of the time worked by Plaintiff.
33. 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.
34. Defendant also knowingly and intentionally violated the PMWA with respect to Plaintiff.

Collective/Class Action Averments

35. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
36. There are more than 1,000 Mortgage Consultants, like Plaintiff, who have been employed by Defendant as "inside sales persons" since May 2016.
37. The other Mortgage Consultants, like Plaintiff, have been paid according to the same pay policy (monthly draw against commissions based on an hourly rate of pay and ½ rate for overtime hours) since at least May 2016.
38. The primary duty of the other Mortgage Consultants, like Plaintiff, was and is sales and sales support performed from their home office, including assisting Defendant's customers with their mortgage applications, advising customers about available loan

products, programs, rates, policies, underwriting requirements and loan procedures, and selling Defendant's various mortgage-related products to Defendant's customers.

39. Thus, the other Mortgage Consultants' primary duty, like Plaintiff, was "inside sales" within the meaning of the FLSA, the PMWA and comparable wage laws in other states.
40. The 1,000+ Mortgage Consultants have, like Plaintiff, been non-exempt within the meaning of the FLSA and the PMWA and comparable wage laws in other states.
41. The 1,000+ Mortgage Consultants have, like Plaintiff, been classified as non-exempt by Defendant.
42. Since May 2016 the other Mortgage Consultants have, like Plaintiff, regularly worked more than forty hours per week.
43. The three policies applied by Defendant to Plaintiff (see ¶¶ 20-29, above) have also been applied to the other Mortgage Consultants.
44. First, as a matter of policy Defendant has withheld from the other Mortgage Consultants' pay, similar to Plaintiff's pay, certain overhead expenses, including but not limited to expenses for mailings and advertising.
45. Defendant has withheld these overhead expenses from the other Mortgage Consultants' pay in all workweeks, non-overtime and overtime workweeks alike.
46. Defendant has withheld these overhead expenses from the other Mortgage Consultants' pay in all workweeks regardless of whether the other Mortgage Consultants, like Plaintiff, actually incurred any of these expenses or derived any benefit from these expenses.
47. Second, as a matter of policy, the other Mortgage Consultants, like Plaintiff, have recorded what they were instructed to record as hours worked for Defendant.

48. However, as a matter of policy Defendant has knowingly failed to properly instruct the other Mortgage Consultants, like Plaintiff, as to what was or was not compensable work time within the meaning of the FLSA or the PMWA or comparable wage laws in other states.
49. As a result the other Mortgage Consultants, like Plaintiff, have regularly not recorded all hours worked, especially preliminary time, break time and postliminary time such as working in the evenings and on weekends or continuous work time not interrupted by breaks of greater than 20 minutes.
50. Defendant knew the other Mortgage Consultants, like Plaintiff, were working more time than what they recorded, and knew that its instructions to the other Mortgage Consultants as to what time was compensable was inadequate if not misleading, but continued to suffer and permit the other Mortgage Consultants, like Plaintiff, to work this unrecorded time.
51. Defendant did not pay the other Mortgage Consultants, like Plaintiff, for this unrecorded time, straight time or overtime.
52. Third, Defendant has also failed, as a matter of policy, to take into account all overtime hours worked in calculating the proper overtime rate to be paid on the commissions earned by the other Mortgage Consultants, like Plaintiff, in overtime weeks.
53. Defendant knew it was not properly calculating the additional pay earned by the other Mortgage Consultants, like Plaintiff, on commissions in overtime weeks.
54. As a result of these common policies Defendant has knowingly and intentionally failed to pay the 1,000+ Mortgage Consultants for their overtime hours either at the proper regular rate of pay or proper overtime rate.
55. Defendant's failure to pay the proper regular rate and overtime rate for overtime hours to

the 1,000+ Mortgage Consultants 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 and comparable wage laws in other states.

56. Defendant has knowingly and intentionally violated the FLSA and PMWA and comparable wage laws in other states.

COUNT I: VIOLATION OF THE FLSA: OVERTIME AND RECORD-KEEPING
Individual and Collective Action

57. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
58. Plaintiff and all other similarly situated Mortgage Consultants are current or former employees of Defendant within the meaning of the FLSA.
59. Defendant is an employer within the meaning of the FLSA.
60. Plaintiff and all other similarly situated Mortgage Consultants are non-exempt within the meaning of the FLSA.
61. Plaintiff and all other similarly situated Mortgage Consultants have been subjected to the common corporate pay policy of a draw against commissions.
62. Plaintiff and all other similarly situated Mortgage Consultants have regularly worked more than forty hours per week.
63. Plaintiff and all other similarly situated Mortgage Consultants have been subjected to the same common pay and time-keeping policies (see ¶¶ 20 to 29, above).
64. As a result of the common policies described above Defendant has violated the overtime provisions of the FLSA with respect to Plaintiff and the other Mortgage Consultants by: (1) unlawfully reducing pay in overtime weeks; (2) suffering and permitting Plaintiff and the other Mortgage Consultants to work off-the-clock without compensation; and (3)

improperly calculating the proper overtime rate to be paid on the commissions earned in overtime weeks.

65. As a result of these common policies Defendant has failed to pay Plaintiff and all other similarly situated Mortgage Consultants at the proper regular rate of pay (straight time) in overtime weeks.
66. As a result of these common policies Defendant has failed to pay Plaintiff and all other similarly situated Mortgage Consultants at the proper overtime rate (time-and-one-half the regular rate of pay) for overtime hours.
67. As a result of these common policies Defendant has also failed to maintain accurate records of time worked for Plaintiff and all other similarly situated Mortgage Consultants.
68. Defendant's failure to pay the proper straight rate and the proper overtime rate, and failure to maintain accurate records of time worked, has violated and continues to violate the FLSA.
69. 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 and time-keeping requirements.
70. Plaintiff and all other similarly situated Mortgage Consultants are entitled to recover from Defendant the straight rate and overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.
71. Plaintiff and all other similarly situated Mortgage Consultants are also entitled to recover liquidated damages under 29 U.S.C. §§207(a) and 216(b).

COUNT II: VIOLATION OF THE PMWA (43 P.S. §§ 333.104(c) & 333.113)
AND COMPARABLE STATE WAGE LAWS³
Individual and Class Action

72. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
73. Plaintiff and all other similarly situated Mortgage Consultants are current or former employees of Defendant within the meaning of the PMWA and comparable wage laws in other states.
74. Defendant is an employer within the meaning of the PMWA and comparable wage laws in other states.
75. Plaintiff and all other similarly situated Mortgage Consultants are non-exempt within the meaning of the PMWA and comparable wage laws in other states.
76. Plaintiff and all other similarly situated Mortgage Consultants have been subjected to the common corporate pay policy of a draw against commissions based upon an hourly rate of pay and ½ rate for overtime.
77. Plaintiff and all other similarly situated Mortgage Consultants have regularly worked more than forty hours per week.
78. Plaintiff and all other similarly situated Mortgage Consultants have been subjected to the same common pay and time-keeping policies (see ¶¶ 20 to 29, above).
79. As a result of the common policies described above Defendant has violated the overtime provisions of the PMWA and comparable wage laws in other states with respect to Plaintiff and the other Mortgage Consultants by: (1) unlawfully reducing pay in overtime weeks; (2) suffering and permitting Plaintiff and the other Mortgage Consultants to work off-the-clock without compensation; and (3) improperly calculating the proper overtime rate to be paid on the commissions earned.

³ As noted above this does not include California wage laws.

80. As a result of these common policies Defendant has failed to pay Plaintiff and all other similarly situated Mortgage Consultants at the proper regular rate of pay (straight time) in overtime weeks.
81. As a result of these common policies Defendant has failed to pay Plaintiff and all other similarly situated Mortgage Consultants at the proper overtime rate (time-and-one-half the regular rate of pay) for overtime hours.
82. As a result of these common policies Defendant has also failed to maintain accurate records of time worked for Plaintiff and all other similarly situated Mortgage Consultants.
83. Defendant's failure to pay the proper straight rate and the proper overtime rate, and failure to maintain accurate records of time worked, has violated and continues to violate the PMWA and comparable wage laws in other states.
84. For at least the past three years, Defendant's violations of the PMWA and comparable wage laws in other states are knowing, willful, and in reckless disregard of the overtime and time-keeping requirements.
85. Plaintiff and all other similarly situated Mortgage Consultants are entitled to recover from Defendant the straight rate and overtime pay improperly withheld by Defendant, plus interest, liquidated damages (where allowed), attorneys' fees, and costs.

PRAYER FOR RELIEF

86. WHEREFORE, Plaintiff and all others similarly situated respectfully request that this Court:
 - A. Order Defendant to pay the straight rate compensation owed to Plaintiff and all other similarly situated Mortgage Consultants;
 - B. Order Defendant to pay the proper overtime compensation owed to Plaintiff and all other similarly situated Mortgage Consultants;

- C. Order Defendant to pay liquidated damages to Plaintiff and all other similarly situated Mortgage Consultants;
- 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 Mortgage Consultants; and,
- E. Grant such further relief as the Court deems necessary and proper.

Respectfully submitted,

s/Joseph H. Chivers
Joseph H. Chivers, Esq.
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*Counsel for Plaintiff
and all others similarly situated*

Dated: May 17, 2019

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
 Sandra Bruno
 4150 Ewalt Road, Apt. 11
 Gibsonia, PA 15044

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

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

DEFENDANTS
 Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.
 101 North Phillips Avenue
 Sioux Falls, SD 57104

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 | CIVIL RIGHTS | PRISONER PETITIONS | | | |
| <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 | <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 | 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 (FLSA), 29 U.S.C. §§ 207(a) & 216(b)

Brief description of cause:
 Misclassification and Overtime

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: 05/17/2019 SIGNATURE OF ATTORNEY OF RECORD: /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, FEIA, 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: 5/17/2019

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 Wells Fargo Mortgage Consultant Files Suit Seeking Allegedly Unpaid Wages](#)
