

for hours worked above 40 in a workweek, as required by law, earned at any time from August 10, 2014, through present; (ii) liquidated damages; (iii) prejudgment interest; and (iv) attorney's fees and litigation expenses, pursuant to the FLSA, 29 U.S.C. §§ 201 et seq.

2. Plaintiff brings the First Cause of Action on behalf of himself and all similarly situated persons who work or have worked for Defendant as SMs at any Build-A-Bear store location in the United States, on or after August 10, 2014, who elect to opt-in to this action (the "FLSA Collective").

3. Plaintiff also brings the Second Cause of Action on behalf of himself and all similarly situated persons who participated in Defendant's SM training program ("SMs in Training") at any Build-A-Bear store location in the United States, on or after August 10, 2014, who elect to opt-in to this action (the "FLSA Training Collective").

THE PARTIES

Plaintiff

4. ADAM ELSAYED ("Elsayed") resides in Easton, Pennsylvania. From approximately November 2015 until approximately September 2016, he was employed by Defendant as a SM at one of its store locations in King of Prussia, Pennsylvania (Montgomery County).

5. Elsayed's written consent to join this action is attached to this Complaint as Exhibit A.

Defendant

6. Defendant is a Delaware corporation with its principal place of business in St. Louis, Missouri.

7. Defendant operates retail stores selling teddy bears and other stuffed animals,

which are built by an interactive process through which customers assemble and customize the stuffed animal of their choice.

8. According to its most recent 10-K filed with the Securities and Exchange Commission, as of December 31, 2016, Defendant operated over 200 stores in the United States. *See Build-A-Bear Workshop, Inc. Form 10-K at 2.*

9. At all times relevant, Defendant maintained control, oversight and direction over Plaintiff and other SMs, including timekeeping, payroll and other employment practices that applied to them.

10. Defendant applies the same employment policies, practices, and procedures to all SMs nationwide.

11. Defendant employs individuals, including Plaintiff, who are engaged in interstate commerce or in the production of goods for interstate commerce or engaged in handling, receiving, selling, or otherwise working on goods or material that have been moved in or produced for interstate commerce.

12. Defendant is an employer covered by the FLSA.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §§ 1331 and 29 U.S.C. § 216(b).

14. Plaintiff's claims involve matters of national or interstate interest.

15. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

16. Defendant is subject to personal jurisdiction in Pennsylvania.

17. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(b) since a substantial part of the events or omissions giving rise to the claims in this Complaint occurred within this District.

FACTUAL ALLEGATIONS

18. Plaintiff was hired by Defendant as an SM in approximately November 2015.

19. Like the other members of the FLSA Training Collective, when Plaintiff was initially hired as an SM, he was required to undergo approximately 2 weeks of SM training. Plaintiff completed his SM training at the Build-A-Bear store location in Whitehall, Pennsylvania.

20. During SM training, the primary duty of Plaintiff and the other members of the FLSA Training Collective was to learn all aspects of the store operations, including reviewing and completing training modules.

21. Once Plaintiff's training concluded, he was assigned to work at the Build-A-Bear store location in King of Prussia, Pennsylvania under the title SM.

22. Both during training, and continuing through the end of his employment as a SM, Plaintiff, like other members of the FLSA Collective, regularly worked in excess of 40 hours per week.

23. Defendant was aware that Plaintiff and the members of the FLSA Training Collective and the FLSA Collective worked more than 40 hours per workweek, yet Defendant failed to pay them overtime compensation for any of the hours worked over 40 in a workweek.

24. Instead, Defendant paid Plaintiff and the members of the FLSA Training Collective and the FLSA Collective their weekly salaries, with no additional compensation for overtime hours worked.

25. In addition, Defendant failed to keep accurate records of the hours that Plaintiff and the members of the FLSA Training Collective and the FLSA Collective worked.

26. The primary duties of Plaintiff and other SMs were non-exempt in nature. They performed the same duties as the hourly employees who were entitled to overtime, such as making stuffed animals, performing customer service, merchandising, receiving and stocking products, and cleaning the store.

27. Plaintiff and other SMs were closely supervised by their District Managers (“DMs”), and through common corporate policies and procedures that defined and circumscribed their work. Among other things, DMs – not Plaintiff and other SMs – were responsible for the overall performance of the stores, and for coaching, evaluating and disciplining store employees.

28. During the relevant time period, Defendant uniformly classified SMs as exempt from federal and state overtime pay requirements, including during and after the SMs’ training period.

29. Upon information and belief, Defendant’s unlawful conduct has been pursuant to a corporate policy or practice of minimizing labor costs by violating the FLSA.

30. Defendant was aware, or should have been aware, that the FLSA required it to pay Plaintiff and other SMs overtime compensation for hours worked in excess of 40 per week.

31. Defendant was aware, or should have been aware, that Plaintiff’s and other SMs’ primary duties were making stuffed animals, performing customer service, merchandising, receiving and stocking products, and cleaning the store. Defendant was also aware that these duties do not fall within any overtime exemption under the FLSA.

32. Defendant’s failure to pay Plaintiff and other SMs’ overtime was willful. Defendant’s unlawful conduct has been widespread, repeated, and consistent.

33. All of the work that Plaintiff and other SMs have performed has been assigned by Defendant, and/or Defendant has been aware of all of the work that Plaintiff and other SMs have performed.

34. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and other SMs. This policy and pattern or practice includes, but is not limited to:

- a. willfully failing to pay Plaintiff and the members of the FLSA Collective and/or the FLSA Training Collective overtime wages for hours that they worked in excess of 40 hours per workweek;
- b. willfully misclassifying Plaintiff and the members of the FLSA Collective and/or the FLSA Training Collective as exempt from the protections of the FLSA; and
- c. willfully failing to record all of the time that its employees, including Plaintiff and the FLSA Collective and/or the FLSA Training Collective, have worked for the benefit of Defendant.

35. Plaintiff performed the same primary duties as the FLSA Collective and the FLSA Training Collective.

36. Defendant's unlawful conduct has been widespread, repeated, and consistent.

37. Thus, notice should be sent to the FLSA Collective and the FLSA Training Collective pursuant to 29 U.S.C. § 216(b).

38. The members of the FLSA Collective and the FLSA Training Collective are known to Defendant, are readily identifiable, and can be located through Defendant's records.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(On behalf of Plaintiff and the FLSA Collective)

39. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

40. Defendant has engaged in a widespread pattern and practice of violating the

FLSA, as described in this Collective Action Complaint.

41. Plaintiff has consented in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b).

42. At all relevant times, Plaintiff and the FLSA Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

43. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to Defendant.

44. Defendant is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

45. At all relevant times, Plaintiff and the members of the FLSA Collective are, or were, employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

46. Defendant failed to pay Plaintiff and the members of the FLSA Collective the overtime wages to which they were entitled under the FLSA.

47. Defendant's violations of the FLSA, as described in this Collective Action Complaint, have been willful and intentional. Defendant failed to make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiff and the members of the FLSA Collective.

48. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies to this First Cause of Action, pursuant to 29 U.S.C. § 255.

49. As a result of Defendant's willful violations of the FLSA, Plaintiff and the members of the FLSA Collective have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201 *et seq.*

50. As a result of the unlawful acts of Defendant, Plaintiff and the members of the FLSA Collective have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(On behalf of Plaintiff and the FLSA Training Collective)

51. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

52. Defendant requires Plaintiff and the members of the FLSA Training Collective to participate in two weeks of SM training.

53. During SM training, the primary duties of Plaintiff and the members of the FLSA Training Collective was, and is, to learn all aspects of the store operations, including reviewing and completing training modules.

54. During their SM training period, Defendant failed to pay Plaintiff and the members of the FLSA Training Collective the overtime wages to which they were entitled under the FLSA.

55. Defendant has engaged in a widespread pattern and practice of violating the FLSA during the SMs' training period, as described in this Collective Action Complaint.

56. Defendant's violations of the FLSA during the SMs' training period, as described in this Collective Action Complaint, have been willful and intentional. Defendant failed to make a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff and the members of the FLSA Training Collective.

57. Because Defendant's violations of the FLSA with respect to FLSA Training Collective have been willful, a three-year statute of limitations applies to this Second Cause of Action, pursuant to 29 U.S.C. § 255.

58. As a result of Defendant's willful violations of the FLSA, Plaintiff and the members of the FLSA Training Collective have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201 *et seq.*

59. As a result of the unlawful acts of Defendant, Plaintiff and the members of the FLSA Training Collective have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for the following relief:

- a. Designation of this action as an FLSA collective action on behalf of Plaintiff and the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;
- b. Designation of this action as an FLSA collective action on behalf of Plaintiff and the FLSA Training Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Training

Collective, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;

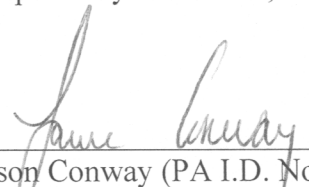
- c. A declaratory judgment that the practices complained of herein are unlawful under the FLSA;
- d. An award of unpaid wages for all hours worked in excess of 40 in a workweek at a rate of time and one-half of the regular rate of pay due under the FLSA;
- e. An award of liquidated damages under the FLSA as a result of Defendant's willful failure to pay overtime compensation for all hours worked in excess of 40 in a workweek;
- f. An award of damages representing Defendant's employer's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes;
- g. An award of prejudgment and post-judgment interest;
- h. An award of costs and expenses of this action together with reasonable attorneys' and expert fees and an award of service payments to the Plaintiff; and
- i. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Collective Action Complaint.

Date: August 10, 2017
Philadelphia, Pennsylvania

Respectfully Submitted,



Jason Conway (PA I.D. No. 317113)
CONWAY LEGAL, LLC
1700 Market Street, Suite 1005
Philadelphia, PA 19103
Telephone: (215) 278-4782
Facsimile: (215) 278-4807
E-mail: jconway@conwaylegalpa.com

SHAVITZ LAW GROUP, P.A.

Gregg I. Shavitz*
Camar R. Jones*
1515 South Federal Highway, Suite 404
Boca Raton, FL 33432
Telephone: (561) 447-8888
Facsimile: (561) 447-8831
E-mail: gshavitz@shavitzlaw.com
cjones@shavitzlaw.com

*Attorneys for Plaintiff and the Putative Collective
Members*

* To apply for admission *pro hac vice*

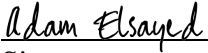
EXHIBIT A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s) **Build a Bear**, and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

DocuSigned by:

Signature

Adam Elsayed
Print Name

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

ADAM ELSAYED	:	CIVIL ACTION
	:	
v.	:	
	:	
BUILD-A-BEAR WORKSHOP, INC.	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

August 10, 2017	Jason Conway	PLAINTIFF
Date	Attorney-at-law	Attorney for
(215) 278-4782	(215) 278-4307	jconway@conwaylegalpa.com
Telephone	FAX Number	E-Mail Address

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

Adam Elsayed
4320 Circle Drive, Easton, PA 18045

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Jason Conway (PA Bar # 317113)
Conway Legal, LLC
1700 Market Street, Suite 1005, Philadelphia, PA 19103
215-278-4782

DEFENDANTS

Build-A-Bear Workshop, Inc.
1954 Innerbelt Business Center Drive, St. Louis, MO 63114

County of Residence of First Listed Defendant None
(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 <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	<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	<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
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	<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	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))	<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
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

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):

29 U.S.C. 201, et seq.

Brief description of cause:
Failure to pay overtime wages.

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: 08/10/2017 SIGNATURE OF ATTORNEY OF RECORD: Adam Elsayed

FOR OFFICE USE ONLY

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

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: ADAM FUSARDO, 4320 CIRCLE DRIVE, EASTON, PA. 18045

Address of Defendant: BOND-A-BEAT WEARABLE, INC., 1954 HUNTERS BUSINESS CENTER DR., ST. LOUIS, MO. 63114

Place of Accident, Incident or Transaction: WATERGATE A ZONE OF PENNS. PA.
 (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
 (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases
 (Please specify) FAIR LABEL STANDARDS ACT

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases
 (Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, John Conway, counsel of record do hereby certify:
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DATE: August 10, 2017

John Conway
 Attorney-at-Law

317113
 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: August 10, 2017

John Conway
 Attorney-at-Law

317113
 Attorney I.D.#

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fmr. Store Manager Sues Build-A-Bear Workshop Over Unpaid Overtime](#)
