

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION

LINDA EWING,
Individually and on behalf of all others
similarly situated,

Plaintiff,

v.

FIRST ENERGY CORP.,

Defendant.

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DOCKET NO. _____

CLASS ACTION
PURSUANT TO FED. R. CIV. P. 23

COLLECTIVE ACTION
PURSUANT TO 29 U.S.C. § 216(b)

CLASS ACTION AND COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. Linda Ewing (“Ewing,” “Plaintiff”) brings this lawsuit against First Energy Corp. (“First Energy”) to recover unpaid overtime wages and other damages under the Ohio Minimum Fair Wage Standards Act, O.R.C. §§4111 *et seq.*, (“the Ohio Wage Act”), the Ohio Prompt Pay Act (“OPPA”), Ohio Rev. Code §4113.15 (the Ohio Wage Act and the OPPA will be referred to collectively as “the Ohio Acts”), and the Pennsylvania Minimum Wage Act (“PMWA”), 43 Pa. Stat. Ann. § 333.104. Plaintiff also brings individual claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

2. Ewing and the other workers like her regularly worked for First Energy in excess of 40 hours each week.

3. But these workers never received overtime for hours worked in excess of 40 hours in a single workweek.

4. Instead of paying overtime as required by the FLSA, First Energy paid these workers a daily rate with no overtime pay and improperly classified them as independent contractors. This class

and collective action seeks to recover the unpaid overtime wages and other damages owed to these workers.

5. Plaintiff worked with numerous individuals who performed similar job duties and were subjected to the same illegal compensation practices which denied Plaintiff overtime as required by the FLSA, Ohio Wage Acts and PMWA. This class and collective action seeks to recover the unpaid overtime wages and other damages owed to these workers who worked for First Energy.

II. JURISDICTION AND VENUE

6. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b). The Court also has federal jurisdiction over this action pursuant to the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. § 1332(d). The Court also has supplemental jurisdiction over any state law sub-class pursuant to 28 U.S.C. § 1367.

7. Venue is proper under 28 U.S.C. §§ 1391 (b) and (c) because First Energy operates in this District and Division and because a substantial part of the events giving rise to this claim occurred in this District and Division.

III. THE PARTIES

8. Ewing worked exclusively for First Energy as a Field Agent during the relevant statutory time period. Throughout her employment with First Energy, Ewing was paid a day rate with no overtime compensation and was classified as an independent contractor. Ewing's written consent is attached as Exhibit A.

9. Ewing is resident of and a citizen of Pennsylvania.

10. Ewing brings this action on behalf of herself and all other similarly situated Field Agents who worked for or on behalf of First Energy, who were classified as independent contacts and without receiving overtime for hours worked in excess of forty (40) in a workweek. The class of similarly

situated employees or putative class members sought to be certified is defined as follows:

ALL CURRENT AND FORMER FIELD AGENTS WHO WORKED FOR OR ON BEHALF OF FIRST ENERGY AND WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY-RATE DURING THE LAST THREE (3) YEARS. (“Putative Class Members”)

11. Plaintiff also seeks class certification of this class under Fed. R. Civ. P. 23 under the PMWA (“PMWA Class”) and the Ohio Wage Acts “Ohio Class.”

12. The Putative Class Members are easily ascertainable from First Energy’s business records, particularly personnel records.

13. First Energy Corp. may be served through its registered agent: **First Energy Corp., 1822 Spruce Street, Philadelphia, PA 19103.**

IV. COVERAGE UNDER THE FLSA

14. At all times hereinafter mentioned, First Energy has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

15. At all times hereinafter mentioned, First Energy has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

16. At all times hereinafter mentioned, First Energy has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated).

17. At all times hereinafter mentioned, Plaintiff and the Putative Class Members were engaged in commerce or in the production of goods for commerce.

18. First Energy treated Ewing and the Putative Class Members as employees and uniformly dictated the pay practices to which Ewing and its other employees (including its so-called “independent contractors”) were subjected.

19. First Energy’s misclassification of Plaintiff and the Putative Class Members as independent contractors does not alter their status as employees for purposes of the FLSA, Ohio Wage Acts, or the PMWA.

V. FACTS

20. First Energy describes itself as a “forward-thinking electric utility” that “has invested \$10 billion in environmental efforts since 1970.” *See* <https://www.firstenergycorp.com/about.html#gsc.tab=0> (last visited Nov. 29, 2017).

21. First Energy “includes one of the nation’s largest investor-owned electric systems, more than 24,000 miles of transmission lines that connect the Midwest and Mid-Atlantic regions, and a diverse generating fleet with a total capacity of nearly 17,000 megawatts.” *See id.*

22. First Energy operates throughout the United States, including Pennsylvania and Ohio. To complete their business objectives, First Energy hires personnel to perform its necessary work.

23. First Energy Field Agents are required to assist First Energy in acquiring property to expand First Energy’s network of services and to identify easements and rights-of-way to permit them to operate. *See* “Real Estate Matters,” <https://www.firstenergycorp.com/content/customer/help/safety/real-estate-power-lines/real-estate-matters.html> (last visited Nov. 29, 2017).

24. Many of these individuals worked for First Energy as “independent contractors” on a day-rate basis and make up the proposed Putative Class. While exact job titles and job duties may differ,¹ these employees are subjected to the same or similar illegal pay practices for similar work.

¹ Other related job titles include: Right Away Land Agent, Stakeholder Land Management Agent, Site Acquisition Market Manager, Site Acquisition - Regulatory Manager, Regulatory Compliance Manager, Right of Way Specialist, Site Acquisition

25. For example, Ewing worked exclusively for First Energy from approximately June 13, 2016 to June 30, 2017 as a Field Agent performing duties as a “Stakeholder Management Land Agent.” Throughout her employment with First Energy, she was classified as an independent contractor and paid on a day-rate basis. Ewing was never paid on a salary basis. She never received any guaranteed weekly compensation from First Energy irrespective of days worked (i.e., the only compensation she received was the day-rate for each day that she actually worked).

26. Plaintiff and the Putative Class Members worked for First Energy in the Commonwealth of Pennsylvania and/or Ohio and throughout the United States over the past three years as independent contractors.

27. Plaintiff and the Putative Class Members were subjected to the same illegal pay practice for similar work.

28. Specifically, First Energy paid Plaintiff and the Putative Class Members a day rate, regardless of the number of hours that they worked each day (or in a workweek), and failed to provide them with overtime pay for hours that they worked in excess of forty (40) hours in a workweek.

29. The day to day activities of the Putative Class Members were conducted within designated parameters defined by First Energy.

30. Ewing and the Putative Class Members worked well in excess of 40 hours each week while employed by First Energy.

31. The work Ewing and the Putative Class Members performed was an essential part of First Energy’s core business.

Contractor, or Construction Contractor.

32. During Ewing's employment with First Energy while she was classified as an independent contractor, First Energy exercised control over all aspects of her job. First Energy did not require any substantial investment by Ewing for her to perform the work required of her.

33. Ewing was not required to possess any unique or specialized skillset (other than that maintained by all other Field Agents) to perform her job duties.

34. First Energy determined Ewing's opportunity for profit and loss.

35. Indeed, First Energy controlled all the significant or meaningful aspects of the job duties performed by Ewing.

36. First Energy ordered the hours and locations Ewing worked, the equipment and forms she used, and the rates of pay she received.

37. First Energy controlled all aspects of Ewing's job activities by enforcing mandatory compliance with First Energy's policies and procedures.

38. No real investment was required of Ewing to perform her job. More often than not, Ewing utilized equipment provided by First Energy to perform her job duties.

39. Ewing did not provide the equipment she worked with on a daily basis.

40. First Energy made the large capital investments in buildings, tools, and supplies in the business in which Ewing worked.

41. Ewing did not incur operating expenses like rent, payroll and marketing.

42. Ewing was economically dependent on First Energy during her employment.

43. First Energy set Ewing's rates of pay, her work schedule, and prohibited her from working other jobs for other companies while she was working on jobs for First Energy.

44. First Energy directly determined Ewing's opportunity for profit and loss. Ewing's earning opportunity was based on the number of days First Energy scheduled her to work and the assignments she was provided.

45. Very little skill, training, or initiative was required of Ewing to perform her job duties.

46. Indeed, the daily and weekly activities of the Putative Class Members were routine and largely governed by standardized plans, procedures, and checklists created by First Energy.

47. Virtually every job function was pre-determined by First Energy, including the tools used, the data to research and compile, the work schedule, and related work duties.

48. The Putative Class Members were prohibited from varying their job duties outside of the pre-determined parameters. Moreover, the job functions of the Putative Class Members were primarily technical in nature, requiring little to no official training, much less a college education or other advanced degree.

49. The Putative Class Members did not have any supervisory or management duties.

50. For the purposes of their overtime claims, the Putative Class Members performed substantially similar job duties related to servicing First Energy's core business.

51. Ewing performed routine duties that were largely dictated by First Energy.

52. Ewing worked exclusively for First Energy from approximately June 2016 to July 2017 as an independent contractor.

53. Ewing was not employed by First Energy on a project-by-project basis.

54. In fact, while Ewing was classified as an independent contractor, she was regularly on call for First Energy and was expected to drop everything and work whenever needed.

55. All of the Putative Class Members perform the same or similar job duties and are subjected to the same or similar policies and procedures which dictate the day-to-day activities performed by each person.

56. The Putative Class Members also worked similar hours and were denied overtime as a result of the same illegal pay practice. The Putative Class Members all worked in excess of 40 hours each week. Instead of paying them overtime, First Energy paid the Putative Class Members a day-rate.

First Energy denied Ewing and the other Putative Class Members overtime for any hours worked in excess of 40 hours in a single workweek.

57. First Energy's policy of failing to pay its independent contractors, including Ewing, overtime violates the FLSA because these workers are, for all purposes, employees performing non-exempt job duties.

58. Because Ewing (and First Energy's other independent contractors) were misclassified as independent contractors by First Energy, she and the Putative Class Members should receive overtime for all hours that they worked in excess of 40 hours in each workweek.

59. First Energy's day-rate system violates state and federal law because Ewing and the other Field Agents did not receive any pay for hours worked in excess of 40 hours each week.

VI. FLSA VIOLATIONS

60. As set forth herein, First Energy violated the FLSA by failing to pay Plaintiff and the Putative Class Members overtime for hours worked in excess of forty (40) in a workweek. 29 U.S.C. § 207(a).

61. First Energy knowingly, willfully, or in reckless disregard carried out this illegal pattern and practice of failing to pay Plaintiff and the Putative Class Members overtime compensation. First Energy's failure to pay overtime compensation was neither reasonable, nor was the decision not to pay overtime made in good faith.

62. Accordingly, Plaintiff and the Putative Class Members are entitled to overtime wages under the FLSA in an amount equal to 1 and ½ times their regular rate of pay, plus liquidated damages, attorney's fees and costs.

VII. PMWA ALLEGATIONS

63. First Energy is subject to the overtime requirements of the PMWA because First Energy is an employer under 43 P.S. § 333.103(g).

64. During all relevant times, Ewing and the PMWA Class were covered employees entitled to the above-described PMWA's protections. See 43 P.S. § 333.103(h).

65. First Energy's compensation scheme that is applicable to Ewing and the PMWA Class failed to comply with either 43 P.S. § 333.104(c) or 34 Pa. Code § 231.43(b).

66. At all relevant times, First Energy was subject to the requirements of the PMWA.

67. At all relevant times, First Energy employed Ewing and each Class Member with Pennsylvania state law claims as an "employee" within the meaning of the PMWA.

68. The PMWA requires employers like Defendant to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week. Plaintiff and each member of the Pennsylvania Class are entitled to overtime pay under the PMWA.

69. Defendants have and had a policy and practice of misclassifying Ewing and each member of the Pennsylvania class as independent contractors and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

70. Ewing and each member of the Pennsylvania Class seek unpaid overtime in amount equal to 1.5 times the regular rate of pay for work performed in excess of 40 hours in a workweek, prejudgment interest, all available penalty wages, and such other legal and equitable relief as the Court deems just and proper.

71. Ewing and each member of the Pennsylvania Class also seek recovery of attorneys' fees, costs, and expenses of this action, to be paid by Defendant, as provided by the PMWA.

VIII. OHIO WAGE ACT ALLEGATIONS

72. Plaintiff brings this claim under the Ohio Wage Act as a Rule 23 class action.

73. The conduct alleged violates the Ohio Wage Act (O.R.C. §§4111).

74. At all relevant times, Defendants were and are subject to the requirements of the Ohio Wage Act.

75. The Ohio Wage Act requires employers like Defendant to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week. Plaintiff and the Putative Class Members are entitled to overtime pay under the Ohio Wage Acts.

76. Defendants had a policy and practice of misclassifying Plaintiff and each member of the Ohio Wage Act class as independent contractors and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

77. Plaintiff and the Putative Class Members seek unpaid overtime in amount equal to 1.5 times the regular rate of pay for work performed in excess of 40 hours in a workweek, prejudgment interest, all available penalty wages, and such other legal and equitable relief as the Court deems just and proper.

IX. CLASS AND COLLECTIVE ACTION ALLEGATIONS

78. Plaintiff incorporates all previous paragraphs and alleges that the illegal pay practices Defendant imposed on Plaintiff were likewise imposed on the Putative Class Members.

79. Numerous individuals were victimized by this pattern, practice, and policy which is in willful violation of the FLSA, Ohio Wage Acts, and PMWA.

80. Numerous other individuals who worked with Plaintiff indicated they were improperly classified as independent contractors, paid in the same manner, performed similar work, and were not properly compensated for all hours worked as required by state and federal wage laws.

81. Based on her experiences and tenure with Defendant, Plaintiff is aware that Defendant's illegal practices were imposed on the Putative Class Members.

82. The Putative Class Members were all improperly classified as independent contractors and not afforded the overtime compensation when they worked in excess of forty (40) hours per week.

83. Defendant's failure to pay wages and overtime compensation at the rates required by state and/or federal law result from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Putative Class Members.

84. Plaintiff's experiences are therefore typical of the experiences of the Putative Class Members.

85. The specific job titles or precise job locations of the Putative Class Members do not prevent class or collective treatment.

86. Plaintiff has no interest contrary to, or in conflict with, the Putative Class Members. Like each Putative Class Member, Plaintiff has an interest in obtaining the unpaid overtime wages owed to them under state and/or federal law.

87. A class and collective action, such as the instant one, is superior to other available means for fair and efficient adjudication of the lawsuit.

88. Absent this action, many Putative Class Members likely will not obtain redress of their injuries and Defendant will reap the unjust benefits of violating the FLSA and applicable state labor laws.

89. Furthermore, even if some of the Putative Class Members could afford individual litigation against Defendant, it would be unduly burdensome to the judicial system.

90. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

91. The questions of law and fact common to the Putative Class Members predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether Defendant employed the Putative Class Members within the meaning of the applicable state and federal statutes, including the FLSA, Ohio Wage Acts, and PMWA;
- b. Whether the Putative Class Members were improperly misclassified as independent contractors;
- c. Whether Defendant's decision to classify the Putative Class Members as independent contractors was made in good faith;
- d. Whether Defendant's decision to not pay time and a half for overtime to the Putative Class Members was made in good faith;
- e. Whether Defendant's violation of the FLSA, Ohio Wage Acts, and PMWA was willful; and
- f. Whether Defendant's illegal pay practices were applied uniformly across the nation to all Putative Class Members.

92. Plaintiff's claims are typical of the claims of the Putative Class Members. Plaintiff and the Putative Class Members sustained damages arising out of Defendant's illegal and uniform employment policy.

93. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a collective or class action.

94. Although the issue of damages may be somewhat individual in character, there is no detraction from the common nucleus of liability facts. Therefore, this issue does not preclude collective and class action treatment.

RELIEF SOUGHT

95. WHEREFORE, Plaintiff pray for judgment against First Energy as follows:

- a. An Order certifying a Rule 23 class action on behalf of all Field Agents who worked for First Energy in Pennsylvania;
- b. An Order certifying a Rule 23 class action on behalf of all Field Agents who worked for First Energy in Ohio;
- c. Judgment awarding Plaintiff unpaid back wages and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiff;
- d. Judgment awarding Ewing and the PMWA Class all unpaid overtime and other damages available under the PMWA;
- e. For an Order awarding Ewing and the Ohio Wage Act Class all unpaid overtime and other damages available under the Ohio Wage Act;
- f. For an Order awarding Ewing and the PMWA Class their costs of this action;
- g. For an Order awarding Ewing and the Ohio Wage Act Class their costs of this action;
- h. For an Order awarding Ewing and the PMWA Class their reasonable attorneys' fees and expenses as provided by the FLSA and PMWA;
- i. For an Order awarding Ewing and the Ohio Wage Act Class their reasonable attorneys' fees and expenses as provided by the FLSA and Ohio Wage Act;
- j. Pre- and post-judgment interest at the highest rate allowable by law; and
- k. All such other and further relief to which Plaintiff and the other Field Agents may show themselves to be justly entitled.

Respectfully submitted,

By: /s/ Joshua P. Geist

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ATTORNEYS IN CHARGE FOR PLAINTIFF

JS 44 (Rev. 07/16)

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.)

<p>I. (a) PLAINTIFFS LINDA EWING, individually and on behalf of all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>Washington County, PA</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Joshua P. Geist, Goodrich & Geist, P.C. 3634 California Avenue, Pittsburgh, PA 15212</p>	<p>DEFENDANTS First Energy Corp.</p> <p>County of Residence of First Listed Defendant <u>Philadelphia County, PA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		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
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <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 <p>PERSONAL PROPERTY</p> <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	<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	
<p>REAL PROPERTY</p> <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	<p>CIVIL RIGHTS</p> <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	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <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	<p>LABOR</p> <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	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <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))	<p>FEDERAL TAX SUITS</p> <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. § 216 (b)

Brief description of cause:
Violation of Fair Labor Standards Act

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: 12/04/2017 SIGNATURE OF ATTORNEY OF RECORD: /s/ Joshua P. Geist

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, FEHA, 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/ Joshua P. Geist

Date: 12/04/17

ATTORNEY AT LAW

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

EXHIBIT A

CONSENT TO JOIN WAGE CLAIM

Print Name: Linda S. Ewing

1. I hereby consent to participate in a collective action lawsuit against First Energy to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at JOSEPHSON DUNLAP as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at JOSEPHSON DUNLAP to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature: *Linda S. Ewing*
Linda S. Ewing (Oct 25, 2017)

Date Signed: Oct 25, 2017

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Pennsylvania

LINDA EWING, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

FIRST ENERGY CORP.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FIRST ENERGY CORP.
C/O FIRST ENERGY CORP.
1822 SPRUCE STREET
PHILADELPHIA, PA 19103

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: JOSHUA P. GEIST
GOODRICH & GEIST, PC
3634 CALIFORNIA AVE.
PITTSBURGH, PA 15212

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [First Energy Corp. Facing Former Field Agent's Unpaid Overtime Claims](#)
