UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JOSEPH HEBERT, individually and on behalf of all others similarly situated,	§	**Docket No. _____**
Plaintiffs,	§	
v.	§	**JURY TRIAL DEMANDED**
CHESAPEAKE ENERGY CORPORATION, INC. AND CHESAPEAKE ENERGY MARKETING, LLC	§	**CLASS/COLLECTIVE ACTION**
	§	**PURSUANT TO 29 U.S.C. § 216(b)/ FED. R. CIV. P. 23**
Defendants.	§	

ORIGINAL CLASS AND COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. Joseph Hebert ("Hebert") ("Hebert" or "Plaintiff") brings this lawsuit to recover unpaid overtime wages and other damages from Chesapeake Energy Corporation, Inc. and Chesapeake Energy Marketing, LLC (collectively "Chesapeake") under the Fair Labor Standards Act ("FLSA"), the Ohio Minimum Fair Wage Standards Act, O.R.C. §§4111 *et seq.*, ("the Ohio Wage Act"), the Ohio Prompt Pay Act ("OPPA"), and Ohio Rev. Code §4113.15 (the Ohio Wage Act and the OPPA will be referred to collectively as "the Ohio Acts").

2. Hebert worked for Chesapeake as a consultant/company man.

3. Hebert and the other workers like them regularly worked for Chesapeake in excess of forty (40) hours each week.

4. But these workers never received overtime for hours worked in excess of forty (40) hours in a single workweek.

5. Instead of paying overtime as required by the FLSA and Ohio Wage Acts, Chesapeake improperly classified Hebert and those similarly situated workers as independent

contractors and paid them a daily rate with no overtime compensation.

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

II. JURISDICTION AND VENUE

7. 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).

8. The Court 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.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District and Division.

10. Hebert performed work for Chesapeake in Cadiz, Ohio (Harrison County) in this District and Division and Chesapeake conducts substantial business operations in this District and Division.

III. THE PARTIES

11. Hebert worked for Chesapeake as a company man from approximately January 2014 until January 2016.

12. Throughout his employment with Chesapeake, Hebert was paid a day-rate with no overtime compensation and was classified as an independent contractor.

13. Hebert's consent to be a party plaintiff is attached as Exhibit A.

14. Hebert brings this action on behalf of themselves and all other similarly situated workers who were classified as independent contractors and paid by Chesapeake's day-rate system. Chesapeake paid each of these workers a flat amount for each day worked and failed to pay them

overtime for all hours that they worked in excess of 40 hours in a workweek in accordance with the FLSA and Ohio Wage Acts.

15. The class of similarly situated employees or putative class members sought to be certified is defined as follows:

> **ALL CURRENT AND FORMER WORKERS OF CHESAPEAKE ENERGY CORPORATION WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY-RATE DURING THE LAST THREE (3) YEARS. (**"Putative Class Members")

16. Hebert seeks class certification of such a class under FED. R. CIV. P. 23 under the Ohio Wage Acts.

17. Defendant **Chesapeake Energy Corporation,** is an Oklahoma corporation doing business throughout the United States, including Ohio. Chesapeake may be served by serving its registered agent for service of process, **The Corporation Company, 1833 S. Morgan Rd, Oklahoma City, OK, 73128**.

18. Defendant **Chesapeake Energy Marketing, LLC**, is an Oklahoma corporation doing business throughout the United States, including Ohio. Chesapeake may be served by serving its registered agent for service of process, **CT Corporation System, 4400 Eastern Commons Way, Suite 125, Columbus, Ohio 43219**.

IV. COVERAGE UNDER THE FLSA

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

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

21. At all times hereinafter mentioned, Chesapeake 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 – such as tools, cell phones, and personal protective equipment - that have been moved in or produced for commerce by any person and in that Chesapeake has had and have 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).

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

23. As will be shown through this litigation, Chesapeake treated Hebert (and indeed all of its workers that it classified as independent contractors and paid a daily rate to without overtime compensation) as employees and uniformly dictated the pay practices of Hebert and its other workers including its so-called "independent contractors."

24. Chesapeake's misclassification of Hebert and these workers as independent contractors does not alter their status as employees for purposes of the FLSA or the Ohio Wage Acts.

V. FACTS

25. Chesapeake is an American petroleum and natural gas exploration and production company. Its operations are focused on discovering and developing its large and geographically diverse resource base of unconventional oil and natural gas assets onshore in the United States. Chesapeake Energy, *Corporate Fact Sheet*, http://www.chk.com/documents/operations/corporate-fact-sheet.pdf (March 2017). The company also owns oil and natural gas marketing and natural gas gathering and compression businesses. *Id.* It operates throughout the United States, including Ohio's Utica Shale, one Chesapeake's biggest growth areas. Operations, Ohio Overview,

http://www.chk.com/operations#/ohio (last visited September 26, 2017). To complete their business objectives, Chesapeake hires consultants to perform work on various oil and gas sites.

26. Many of these individuals worked for Chesapeake on a day-rate basis, were misclassified as independent contractors, and make up the proposed Putative Class. While exact job titles and job duties may differ, these workers are subjected to the same or similar illegal pay practices for similar work.

27. Chesapeake classified all these consultants as independent contractors and paid them a flat sum for each day worked, regardless of the number of hours that they worked that day (or in that workweek) and failed to provide them with overtime pay for hours that they worked in excess of forty (40) hours in a workweek.

28. For example, Hebert worked for Chesapeake as a company man from approximately January 2014 until January 2016. Throughout his employment with Chesapeake, he was classified as an independent contractor and paid on a day-rate basis.

29. As consultants, Hebert's primary job duties included monitoring drilling operation and activities at jobsites and operating oilfield equipment. Hebert worked in excess of 40 hours most, if not all weeks, while employed by Chesapeake, often for weeks at time.

30. The work Hebert performed was an essential and integral part of Chesapeake's core business.

31. During Hebert's employment with Chesapeake while he was classified as an independent contractor, Chesapeake exercised control over all aspects of his job.

32. Chesapeake did not require any substantial investment by Hebert for him to perform the work required of him.

33. Chesapeake determined Hebert's opportunity for profit and loss. Hebert was not required to possess any unique or specialized skillset (other than that maintained by all other employees in their respective position) to perform his job duties.

34. Chesapeake and its clients controlled all the significant or meaningful aspects of the job duties performed by Hebert.

35. Chesapeake and its clients determined the hours and locations Hebert worked, tools used, and rates of pay received.

36. Even though Hebert often worked away from Chesapeake's offices without the presence of a direct supervisor employed by Chesapeake; Chesapeake still controlled all aspects of Hebert's job activities by enforcing mandatory compliance with Chesapeake and its client's policies and procedures.

37. No real investment was required of Hebert to perform his job.

38. More often than not, Hebert utilized equipment provided by Chesapeake and/or its clients to perform their job duties. Hebert did not provide the equipment he worked with on a daily basis. Additionally, Hebert resided on the job site provided by Chesapeake.

39. Chesapeake and/or its clients made the large capital investments in buildings, machines, equipment, tools, and supplied in the business in which Hebert worked.

40. Hebert did not incur operating expenses like rent, payroll, marketing, and insurance.

41. Hebert was economically dependent on Chesapeake during their employment.

42. Chesapeake set Hebert's rates of pay, his work schedule, and prohibited him from working other jobs for other companies while he was working on jobs for Chesapeake.

43. Chesapeake directly determined Hebert's opportunity for profit and loss. Hebert's earning opportunities were based on the number of days Chesapeake scheduled him to work.

44. Very little skill, training, or initiative was required of Hebert to perform his job duties. Indeed, the daily and weekly activities of the Putative Class Members were routine and largely governed by standardized plans, procedures, and checklists created by Chesapeake and/or its clients. Virtually every job function was pre-determined by Chesapeake and/or its clients, including the tools to use at a job site, the data to compile, the schedule of work, and related work duties. Hebert and the Putative Class Members were prohibited from varying their job duties outside of the pre-determined parameters.

45. Moreover, the job functions of Heber and the Putative Class Members were primarily manual labor/technical in nature, requiring little to no official training, much less a college education or other advanced degree.

46. Hebert and the Putative Class Members did not have any workers who reported directly to them. Additionally, Hebert and the Putative Class Members did not have the ability to hire or fire any other workers.

47. Hebert was not employed by Chesapeake on a project-by-project basis. In fact, while Hebert was classified as an independent contractor, he was regularly on call for Chesapeake and/or its clients and was expected to drop everything and work whenever needed.

48. 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.

49. The Putative Class Members also worked similar hours and were denied overtime as a result of the same illegal pay practice.

50. Chesapeake's policy of failing to pay their independent contractors, including Hebert, overtime violates the FLSA and Ohio Wage Acts because these workers are, for all purposes, employees performing non-exempt job duties.

51. It is undisputed that the contractors are operating oilfield machinery, performing manual labor, and working long hours out in the field.

52. Because Hebert (and Chesapeake's other independent contractors) was misclassified as an independent contractor by Chesapeake, he should receive overtime for all hours that they worked in excess of 40 hours in each workweek.

53. Chesapeake's day-rate system violates the FLSA and Ohio Wage Acts because Hebert and those similarly situated did not receive any overtime pay for hours worked over 40 hours each week.

VI. FLSA VIOLATIONS

54. As set forth herein, Chesapeake has violated, and are violating, Section 7 of the FLSA, 29 U.S.C. § 207, by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than forty (40) hours without compensating such employees for their employment in excess of forty (40) hours per week at rates no less than 1 and ½ times the regular rates for which they were employed.

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

56. Accordingly, Hebert and all those who are similarly situated are entitled to overtime wages under the FLSA in an amount equal to 1 and ½ times their rate of pay, plus liquidated damages, attorney's fees and costs.

VII. OHIO WAGE ACT VIOLATIONS

57. Hebert brings this claim under the Ohio Wage Act as a Rule 23 class action.

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

59. At all relevant times, Chesapeake was and is subject to the requirements of the Ohio Wage Act.

60. At all relevant times, Chesapeake employed Hebert and each Class Member with Ohio state law claims as an "employee" within the meaning of the Ohio Wage Act.

61. The Ohio Wage Act requires employers like Chesapeake 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. Hebert and each member of the Ohio Wage Act Class are entitled to overtime pay under the Ohio Wage Acts.

62. Chesapeake had a policy and practice of misclassifying Hebert 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.

63. Hebert and each member of the Ohio Wage Act 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.

64. Hebert and each member of the Ohio Wage Act Class also seek recovery of attorneys' fees, costs, and expenses of this action, to be paid by Chesapeake, as provided by the Ohio Wage Act.

VIII. CLASS AND COLLECTIVE ACTION ALLEGATIONS

65. Hebert incorporates all previous paragraphs and alleges that the illegal pay practices Chesapeake imposed on Hebert was likewise imposed on the Putative Class Members.

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

67. Numerous other individuals who worked with Hebert 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.

68. Based on their experiences and tenure with Chesapeake, Hebert is aware that Chesapeake's illegal practices were imposed on the Putative Class Members.

69. 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.

70. Chesapeake'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.

71. Hebert's experiences are therefore typical of the experiences of the Putative Class Members.

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

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

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

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

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

77. 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.

78. 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 Chesapeake employed the Putative Class Members within the meaning of the applicable state and federal statutes, including the FLSA and Ohio Wage Acts;

b. Whether the Putative Class Members were improperly misclassified as independent contractors;

c. Whether Chesapeake's decision to classify the Putative Class Members as independent contractors was made in good faith;

d. Whether Chesapeake's decision to not pay time and a half for overtime to the Putative Class Members was made in good faith;

e. Whether Chesapeake's violation of the FLSA and Ohio Wage Acts was willful; and

f. Whether Chesapeake's illegal pay practices were applied uniformly across the nation to all Putative Class Members.

79. Hebert's claims are typical of the claims of the Putative Class Members. Hebert and the Putative Class Members sustained damages arising out of Chesapeake's illegal and uniform employment policy.

80. Hebert 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.

81. 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.

IX. JURY DEMAND

82. Hebert demands a trial by jury.

X. RELIEF SOUGHT

83. WHEREFORE, Hebert pray for judgment against Chesapeake as follows:

a. An Order designating this lawsuit as a collective action and permitting the issuance of a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);

b. For an Order pursuant to Section 16(b) of the FLSA finding Chesapeake liable for unpaid back wages due to Hebert and the Putative Class Members for liquidated damages equal in amount to their unpaid compensation;

c. For an Order designating the state law classes as class actions pursuant to Fed. R. Civ. P. 23;

d. For an Order appointing Hebert and his counsel as Class Counsel to represent the interests of the both the federal and state law classes;

e. For an Order awarding attorneys' fees, costs and pre- and post-judgment interest; and

f. For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: */s/ Robert E. DeRose*

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ATTORNEYS IN CHARGE FOR PLAINTIFF

EXHIBIT A

CONSENT TO JOIN WAGE CLAIM

Print Name: Joseph Hebert

1. I hereby consent to participate in a collective action lawsuit against Chesapeake 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: Joseph Hebert (Jul 21, 2017)

Date Signed: Jul 21, 2017

Exhibit B

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

Joseph Hebert, Individually and on behalf of all others similarly situated,

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Robert E. DeRose, Esq. Barkan Meizlish Handelman Goodin DeRose Wentz, LLP, 250 E. Broad Street, 10th Floor, Columbus, Ohio 43215
Telephone: (800) 274-5297 or (614) 221-4221

DEFENDANTS

Chesapeake Energy Corporation, Inc. and Chesapeake Energy Marketing, LLC

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)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 835 Patent - Abbreviated New Drug Application
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

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)***:
FLSA 29 U.S.C. Sec. 216(b) and 28 U.S.C. Sec. 1331

Brief description of cause:
Ohio Minimum Fair Wage Standards Act 4111, et seq.,and Ohio Prompt Pay Act and Ohio Wage 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
09/28/2017

SIGNATURE OF ATTORNEY OF RECORD
/s/ Robert E. DeRose

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit C

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

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Joseph Hebert, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Chesapeake Energy Corporation, Inc. and Chesapeake Energy Marketing, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Chesapeake Energy Corporation, Inc.
c/o The Corporation Company
1833 S. Morgan Road
Oklahoma City, OK 73128

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:

Robert E. DeRose, Esq.
Barkan Meizlish Handelman Goodin DeRose Wentz, LLP
250 E. Broad Street, 10th Floor
Columbus, Ohio 43215

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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Joseph Hebert, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Chesapeake Energy Corporation, Inc. and Chesapeake Energy Marketing, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Chesapeake Energy Marketing, LLC
c/o CT Corportion Systems
4400 Eastern Commons Way, Suite 125
Columbus, Ohio 43219

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:

Robert E. DeRose, Esq.
Barkan Meizlish Handelman Goodin DeRose Wentz, LLP
250 E. Broad Street, 10th Floor
Columbus, Ohio 43215

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: