

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

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	:	
<b>ANNETTE LANNING</b>	:	<b>: Civil Action No. _____</b>
<b>on behalf of herself and</b>	:	
<b>similarly situated employees,</b>	:	
<i>Plaintiff,</i>	:	<b>: INDIVIDUAL AND</b>
	:	<b>: COLLECTIVE/CLASS</b>
<b>v.</b>	:	<b>: ACTION COMPLAINT</b>
	:	
<b>PETCO ANIMAL SUPPLIES, INC.,</b>	:	<b>: Jury Trial Demanded</b>
	:	
<i>Defendant.</i>	:	<b>: Electronically Filed</b>
	:	
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**INDIVIDUAL AND COLLECTIVE/CLASS ACTION COMPLAINT**  
**Nature of the Action, Jurisdiction, and Venue**

1. This is an individual and collective/class action under the Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 207(a) & 216(b), the Pennsylvania Minimum Wage Act (PMWA), 43 P.S. §§ 333.104(c) & 333.113, and the Pennsylvania Wage Payment and Collection Law (WPCL)(breach of contract), 43 P.S. § 260.3; and, an individual action under the FLSA (retaliation) to recover damages for non-payment of wages.
  
2. Jurisdiction of this court is invoked under 28 U.S.C. § 1331 and, for the supplemental state claims, 28 U.S.C. § 1367(a).
  
3. The actions and policies alleged to be unlawful were committed in whole or in part around Pittsburgh, PA, where Plaintiff worked for Defendant. This action is within the jurisdiction of, and venue is proper in, the United States District Court for the Western District of Pennsylvania.

## Parties

4. **Plaintiff Annette Lanning** resides at 1816 Hickory Nut Road, Apollo, PA 15613. Plaintiff Lanning worked for Defendant Petco Animal Supplies, Inc., as a groomer from on or about June 26, 2016, until on or about October 19, 2017, at Defendant's Gibsonia, PA, store.
5. Plaintiff regularly performed work within the state of Pennsylvania.
6. **Defendant Petco Animal Supplies, Inc.**, an American privately held pet retailer with stores throughout the United States, maintains its corporate headquarters in San Diego, CA, and operates stores in the Commonwealth of Pennsylvania. Petco sells pet products and services (grooming, adoption, training), as well as certain types of live animals. Plaintiff worked in Defendant's Gibsonia, PA, store.
7. At all relevant times Defendant has been an enterprise engaged in interstate commerce with annual revenues in excess of \$500,000 and has employees engaged in interstate commerce and the production of goods in interstate commerce and has been subject to the provisions of Section 203(s)(1) of the FLSA.
8. Defendant employs in excess of 500 full time employees.
9. Defendant has annual revenues in excess of \$75MM.
10. Defendant has regularly employed individuals in the state of Pennsylvania, including Plaintiff, in the performance of work on behalf of Defendant and is, therefore, subject to the provisions of the PMWA and the WPCL.

## Statement of Claims

11. Plaintiff was a groomer.

12. She worked in the grooming salon at Defendant's Gibsonia, PA, store.
13. There were approximately 4 other groomers at the Gibsonia, PA, store at any one time, and another 15 groomers who have worked at the Gibsonia, PA, store over the past 3 years.
14. There have been approximately 75 or more groomers at the nine Petco stores (hereinafter referred to as "9 Regional Stores")(Butler, North Hills, Washington, Fox Chapel, Bethel Park, Waterfront (Homestead), Robinson, Cranberry and Gibsonia) in the Western PA region since February 2015.
15. Plaintiff was a W-2 employee.
16. Plaintiff was an employee within the meaning of the FLSA and PMWA.
17. Plaintiff reported to the Gibsonia, PA, store.
18. Plaintiff's primary duty was to perform as a groomer.
19. Plaintiff typically was scheduled to work 5 shifts each week.
20. Each shift was normally 8 ½ hours.
21. Plaintiff was paid an hourly wage (\$15/hour), plus commissions once she exceeded a certain level of services (e.g., \$900) per week.
22. Plaintiff was non-exempt within the meaning of the FLSA and PMWA.
23. Plaintiff regularly worked more than 40 hours in workweeks.
24. Plaintiff was entitled to payment of overtime at one-and-one-half times her regular rate of pay for the hours worked in excess of forty hours in workweeks.
25. Plaintiff clocked in and clocked out each day by entering when she started to work, when – if at all - she took a lunch break, and when she stopped working at the end of the day.

26. Defendant, a sophisticated employer with knowledge of its obligations under the FLSA and the PMWA, understood it was required to maintain accurate records of time worked by Plaintiff and the other groomers.
27. Notwithstanding this knowledge (par. 26) Defendant knowingly and intentionally falsified the time records of Plaintiff and the other groomers.
28. Specifically, as a matter of custom and practice Defendant regularly altered the time records of Plaintiff and the other groomers at the 9 Regional Stores by deleting hours recorded in order to reduce the recorded hours and, in turn, reduce pay (straight time and overtime) owed.
29. The most common way Defendant would do this (alter the time records) would be to simply deduct 2 ½ hours each week for lunch.
30. Management would subtract the time for lunch breaks from Plaintiff's and the other groomers' time records (even if lunch breaks were not taken) to bring hours below 40 hours.
31. By altering the time records Defendant regularly eliminated the records of overtime hours worked in many workweeks and, in turn, avoided paying overtime pay otherwise due to Plaintiff and the other groomers.
32. This was the policy in the Gibsonia, PA, store. It was also, as noted above and below, the policy in the other 9 Regional Stores.
33. By altering the time records Defendant also necessarily denied Plaintiff and the other groomers the straight time pay promised.
34. Defendant, as a sophisticated employer with knowledge of its obligations under the FLSA, understood it was prohibited from requiring or suffering to permit Plaintiff and the other groomers from working "off-the-clock."

35. Nevertheless, Plaintiff was told to clock out for lunch breaks even though she did not normally take lunch breaks, and to clock out and continue to work if her hours were close to or about to exceed 40 hours in a workweek.
36. Similarly, the other groomers at the 9 Regional Stores were told the same thing: clock out for breaks regardless of whether the breaks were actually taken, and clock out and continue to work if they were close to or about to exceed 40 hours in a workweek.
37. As a matter of policy and practice Defendant has falsified the time records by reducing the hours ostensibly worked by Plaintiff and the other groomers at the 9 Regional Stores and, in turn, failed to pay wages (straight and overtime) due.
38. Plaintiff regularly complained about these practices (falsifying time records, requiring off the clock work, failing to pay for all hours worked) for herself and the other groomers.
39. Beginning in or about February 2017 and afterwards, Plaintiff complained about these practices (falsifying time records, requiring off the clock work, failing to pay for all hours worked), especially concerning lunch breaks.
40. Plaintiff complained about these practices not only with respect to herself but the other groomers as well.
41. On one occasion, in response to Plaintiff's complaints, the Store Leader (Store Manager) stated "that's what they all do" (referring to putting lunch breaks in the time records regardless of whether breaks were actually taken).
42. Plaintiff understood the Store Leader to mean that was the practice (falsifying time records, requiring off the clock work, failing to pay for all hours worked) at other Petco stores as well.
43. On or about October 19, 2017, Plaintiff was terminated.

44. She was told it was because she had failed to “check all the blocks” in a grooming checklist.
45. The reason given for the termination was false.
46. Even assuming Plaintiff had failed to “check all the blocks” the alleged infraction did not rise to the level sufficient to be terminated.
47. Many other groomers at the 9 Regional Stores have failed to “check all the blocks” and have not been terminated.
48. The real reason for the termination was because of Plaintiff’s regular complaints about her and the other groomers having their time records falsified, being required to work off-the-clock and being denied the promised straight time and overtime wages.
49. Defendant’s practices of failing to maintain accurate records of time worked by Plaintiff and the other groomers, falsifying Plaintiff’s and the other groomers’ time records, requiring Plaintiff and the other groomers to work off-the-clock and failing to pay overtime wages due in overtime workweeks were a violation of the FLSA and PMWA.
50. Defendant knowingly and intentionally violated the FLSA’s explicit requirement at 29 U.S.C. §211(c) that it maintain accurate records of time worked, and at 29 U.S.C. §207(a) that it pay for overtime worked.
51. Defendant also knowingly and intentionally violated the FLSA’s explicit prohibition against retaliation at 29 U.S.C. §215(a) with respect to Plaintiff.
52. Defendant also violated PA common law and the Pennsylvania Wage Payment and Collection Law (WPCL) by breaching its contractual duty to pay Plaintiff and the other groomers their promised wages.
53. Despite its contractual obligation to compensate Plaintiff and the other groomers for work

performed during non-overtime hours, Defendant breached those contractual obligations when it withheld Plaintiff and the other groomers' wages by subtracting lunch breaks from the hours worked and requiring the groomers to work off the clock.

54. Defendant did not have any good-faith basis on which to withhold the wages.
55. As a result of Defendant's breaches, Plaintiff and the other groomers have been denied the benefit of the bargain, and have suffered substantial damages in the form of unpaid wages.
56. Defendant's violations of the FLSA, PMWA and WPCL have been knowing, willful and in reckless disregard of the FLSA, PMWA and WPCL.

#### **Collective/Class Action Averments**

57. There are at least 75 other groomers who have been employed by Defendant since February 2015 (three years prior to the filing of this Complaint) in the 9 Regional Stores.
58. This Region includes at least 9 stores: Butler; North Hills; Washington; Fox Chapel; Bethel Park; Waterfront (Homestead); Robinson; Cranberry; and, Gibsonia.
59. The other groomers have performed the same primary duties as Plaintiff.
60. The other groomers have been W-2 employees.
61. The other groomers are, like Plaintiff, paid an hourly wage (typically \$12 to \$15 per hour), plus commissions after a certain level of services each week (e.g., \$900 per week).
62. The other groomers have been employees within the meaning of the FLSA and PMWA.
63. The other groomers are non-exempt within the meaning of the FLSA and PMWA.
64. The other groomers regularly work more than 40 hours in workweeks.

65. These groomers report through a common chain-of-command to a single district/regional manager.
66. As with Plaintiff, Defendant fails to maintain accurate records of time worked for the groomers.
67. In fact, as with Plaintiff, Defendant has a policy of falsifying time records (deleting time from the records submitted by the groomers) in order to avoid paying overtime and straight time wages.
68. Defendant also has a policy of instructing the groomers, as with Plaintiff, to work off-the-clock in order to avoid having to pay overtime.
69. The groomers employed by Defendant in the 9 Regional Stores over the past three years have been subject to the same pay policies as Plaintiff (see Par. 15, 16, 19-25, 28-30, 33, above.)
70. The groomers employed by Defendant in the 9 Regional Stores over the past three years have regularly worked overtime.
71. Defendant has knowingly and intentionally failed to pay the groomers in the 9 Regional Stores for their overtime hours either at the straight rate or proper overtime rate.
72. The groomers, like Plaintiff, have been non-exempt within the meaning of the FLSA.
73. The groomers, like Plaintiff, have been non-exempt within the meaning of the PMWA.
74. Defendant's failure to pay overtime due to the groomers employed by Defendant over the past three years at the 9 Regional Stores, and its failure to maintain accurate records of time worked, has been in violation of the FLSA and the PMWA.
75. Defendant has knowingly and intentionally violated the FLSA and PMWA with respect to the failure to pay overtime and failure to maintain accurate time records at the 9



Regional Stores.

**COUNT I: VIOLATION OF THE FLSA**  
**Individual and Collective Action (9 Regional Stores)**

76. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
77. Plaintiff and all other similarly situated groomers are employees of Defendant within the meaning of the FLSA.
78. Defendant is an employer within the meaning of the FLSA.
79. Plaintiff and all other similarly situated groomers have been paid an hourly rate.
80. Plaintiff and all other similarly situated groomers have regularly worked more than forty hours per week (overtime work).
81. Defendant has not paid overtime compensation to Plaintiff and all other similarly situated groomers for all hours of overtime.
82. Defendant has not paid overtime compensation to Plaintiff and all other similarly situated groomers at the proper overtime rate.
83. Defendant has failed to maintain accurate records of time worked for Plaintiff and all other similarly situated groomers.
84. Plaintiff and the other similarly situated groomers have been non-exempt within the meaning of the FLSA.
85. Defendant's failure to pay overtime at the proper rate to the groomers has violated and continues to violate the FLSA.

86. For at least the past three years, Defendant's violations of the FLSA are knowing, willful, and in reckless disregard of the FLSA's overtime requirements.
87. Plaintiff and all other similarly situated groomers are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.
88. Plaintiff and all other similarly situated groomers are also entitled to recover liquidated damages under 29 U.S.C. §§ 207(a) & 216(b).

**COUNT II: VIOLATION OF THE PMWA**  
**Individual and Class Action (9 Regional Stores)**

89. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
90. Plaintiff and all other similarly situated groomers in Pennsylvania are employees of Defendant within the meaning of the PMWA.
91. Defendant is an employer within the meaning of the PMWA.
92. Plaintiff and all other similarly situated groomers have been paid an hourly rate.
93. Plaintiff and all other similarly situated groomers have regularly worked more than forty hours per week.
94. Defendant has not paid overtime compensation to Plaintiff and all other similarly situated groomers for all hours of overtime.
95. Defendant has not paid overtime compensation to Plaintiff and all other similarly situated groomers at the proper overtime rate.

96. Defendant has failed to pay Plaintiff and all other similarly situated groomers for hours worked in overtime weeks at the promised rate.
97. Plaintiff and all other similarly situated groomers are non-exempt within the meaning of the PMWA.
98. Defendant's failure to pay overtime to Plaintiff and similarly situated groomers employed in Pennsylvania violates the PMWA.
99. Defendant's failure to maintain accurate records of time worked for Plaintiff and similarly situated groomers employed in Pennsylvania (the 9 Regional Stores) violates the PMWA.
100. Plaintiff and similarly situated groomers employed in Pennsylvania (the 9 Regional Stores) are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.

**COUNT III: VIOLATION OF THE FLSA (Retaliation)**  
**Individual**

101. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.
102. Plaintiff is an employee of Defendant within the meaning of the FLSA.
103. Defendant is an employer within the meaning of the FLSA.
104. Plaintiff engaged in a protected activity (complained about the falsification of time records and failure to pay overtime).
105. Plaintiff suffered an adverse action following the protected acts (termination).
106. There is a causal connection between the protected acts and the adverse employment

action.

107. There is no bona fide business reason for the adverse action.
108. Defendant's retaliation against Plaintiff is in violation of the FLSA.
109. Defendant's violation of the FLSA is knowing, willful, and in reckless disregard of the FLSA.
110. Plaintiff is entitled to recover from Defendant the value of the lost wages, benefits, pre-judgment and post-judgment interest, compensatory damages, attorneys' fees, and costs.
111. Plaintiff is also entitled to recover liquidated damages under 29 U.S.C. §§ 207(a) & 216(b).

**COUNT IV: BREACH OF CONTRACT**  
**Individual and Class Action (9 Regional Stores)**

112. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.
113. When Defendant hired Plaintiff and the other groomers at the 9 Regional Stores Defendant made definite, clear promises to pay a certain hourly rate for hours worked.
114. Those promises created enforceable contractual obligations.
115. Plaintiff and the other groomers provided consideration for those promises by promising to deliver and actually delivering valuable services to Defendant.
116. Despite its contractual obligation to compensate Plaintiff and the other groomers for work performed, Defendant breached those contractual obligations when it falsified time records and, in turn, withheld Plaintiff's and the other groomers' pay.

117. The amount owed to Plaintiff and the other groomers represents wages.
118. Defendant did not have any good-faith basis on which to withhold the wages.
119. As a result of Defendant's breaches, Plaintiff and the other groomers have been denied the benefit of the bargain, and have suffered substantial damages in the form of unpaid wages.
120. Plaintiff and the other groomers are entitled to damages commensurate with the unpaid wages, plus interest, plus compensatory damages resulting from the breach.

**COUNT V: VIOLATION OF THE WPCL**  
**Individual and Class Action (9 Regional Stores)**

121. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.
122. Defendant's contractual obligation to pay Plaintiff and the other groomers for hours worked each hour at an agreed upon amount created obligations under the WPCL, 43 P.S. § 260.1 *et seq.*
123. The compensation Defendant failed to pay to Plaintiff and the other groomers for hours worked constitutes wages within the meaning of the WPCL.
124. Defendant violated the WPCL by failing to pay the promised wages for work Plaintiff performed and the other groomers performed.
125. Defendant did not have any good-faith basis for withholding the promised wages.
126. Plaintiff and the other groomers are entitled to unpaid wages as well as statutory penalties (25% of unpaid wages), pre-judgment and post-judgment interest, attorneys' fees, and

costs.

**PRAAYER FOR RELIEF**

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

- A. Order Defendant to pay the unpaid overtime compensation owed to Plaintiff and all other similarly situated groomers (9 Regional Stores);
- B. Order Defendant to pay liquidated damages to Plaintiff and all other similarly situated groomers (9 Regional Stores);
- C. Order Defendant to pay Plaintiff and the similarly situated groomers (9 Regional Stores) for unpaid non-overtime wages;
- D. Order Defendant to pay pre- and post-judgment interest as well as the litigation costs and reasonable attorneys' fees incurred by Plaintiff and all other similarly situated groomers (9 Regional Stores); and
- E. Grant such further relief as the Court deems necessary and proper.

Respectfully submitted,

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

*Counsel for Plaintiff  
and all others similarly situated*

Dated: February 27, 2018

# 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**  
 Annette Lanning, on behalf of herself and similarly situated employees,  
 1816 Hickory Nut Road, Apollo, PA 15613

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

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

**DEFENDANTS**  
 Petco Animal Supplies, Inc.  
 9125 Rehco Rd., San Diego, CA, 92121

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

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

Attorneys (If Known)

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

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

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

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

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

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	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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))
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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	<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
<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609				
<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions				

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 207(a) & 216(b)  
 Brief description of cause:  
FLSA/PMWA violations (failure to pay overtime/falsification of time records/retaliation); Breach of Contract (WPCL)

**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 02/27/2018 SIGNATURE OF ATTORNEY OF RECORD

/s/Joseph H. Chivers

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

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

**PART A**

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

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

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

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

**DEFINITIONS OF RELATED CASES:**

**CIVIL:** Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit  
**EMINENT DOMAIN:** Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.  
**HABEAS CORPUS & CIVIL RIGHTS:** All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

**PART C**

**I. CIVIL CATEGORY** (Select the applicable category).

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

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

/s/Joseph H. Chivers

Date: 02/21/2018

ATTORNEY AT LAW

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



UNITED STATES DISTRICT COURT

for the

Western District of Pennsylvania

Annette Lanning, on behalf of herself and similarly situated employees,

Plaintiff(s)

v.

Petco Animal Supplies, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Petco Animal Supplies, Inc.
9125 Rehco Road
San Diego, CA 92121

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:

Joseph H. Chivers, Esq.
The Employment Rights Group
100 First Avenue, Suite 650
Pittsburgh, PA 15222
jchivers@employmentrightsgroup.com
(412) 227-0763

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:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Groomer Unleashes Lawsuit Against Petco Over Alleged Wage Violations](#)

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