

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

DEVON GAYLE, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

YOURWAY TRANSPORT, INC.

Defendant.

Case No.

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff, **DEVON GAYLE**, (hereinafter referred to as “Plaintiff”), individually and on behalf of all others similarly situated, by and through his attorneys, **BROWN, LLC**, hereby bring this Collective and Class Action Complaint against Defendant, **YOURWAY TRANSPORT, INC.**, (hereinafter referred to as “Defendant”), and alleges of his own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This collective and class action seeks relief from Defendant’s willful misclassification of its delivery drivers as independent contractors, resulting in Defendant’s violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, et seq., the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. § 333.101, et seq. and attendant regulations, 34 Pa. Code § 231.1, et seq. as well as the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, et seq. (“WPCL”).

2. Plaintiff brings this action for himself and other delivery drivers to recover unpaid minimum wage, premium overtime compensation, liquidated damages, pre- and post-judgment interest, and reasonable attorneys’ fees and costs as a result of Defendant’s willful violation of

the FLSA and Pennsylvania wage and hour laws.

3. Defendant Yourway Transport, Inc., is a privately held company that provides a broad range of transportation services on pharmaceutical and aeronautical goods in the pharmaceutical and biotech sectors.

4. Defendant employs a staff of delivery drivers, including Plaintiff, to deliver pharmaceutical and aeronautical goods to their clients.

5. Defendant classified its delivery drivers as independent contractors.

6. Defendant improperly classified its delivery drivers as “independent contractors,” using the title to evade paying minimum wage and overtime compensation.

7. As a result, Defendant failed to pay Plaintiff and the putative FLSA collective and Rule 23 class members the statutorily required minimum wage and any premium overtime compensation.

8. In addition, in many weeks Defendant required Plaintiff to incur expenses for which was an unlawful “kickback” to the extent it “cut[] into the minimum or overtime wages required to be paid [Plaintiff] under the Act.” 29 C.F.R. § 531.35.

9. The FLSA, PMWA and WPLC require employers to pay all non-exempt employees a statutory minimum wage and overtime at a rate of not less than one and one-half (1.5) times their regular rate of pay for hours they worked in excess of forty (40) per week.

10. Defendant failed to keep records of hours worked.

11. Defendant failed to keep accurate pay information.

12. Plaintiff brings this collective action pursuant to the FLSA, 29 U.S.C. § 216(b) as a collective action, defined as follows:

All delivery drivers who worked for the Defendant at any time during the period of three (3) years prior to the commencement of

this action through the date of judgment.

13. Plaintiff seeks to send a Notice pursuant to 29 U.S.C. § 216(b) to all delivery drivers of Defendant permitting them to assert FLSA claims in this collective action by filing their individual consent forms.

14. Plaintiff asserts his PMWA and WPCL claims not only individually, but also on behalf of a putative class pursuant to Fed. R. Civ. P. 23, defined as:

All delivery drivers employed by Defendant in the Commonwealth of Pennsylvania at any time from the (3) years prior to the filing of this Complaint through the date of judgment.

15. For at least three (3) years prior to the filing of this Complaint, Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

16. This Court has subject-matter jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims raise a federal question under 29 U.S.C. § 201, *et seq.*

17. The Court has supplemental jurisdiction over Plaintiff's state law claim pursuant to 28 U.S.C. §1367 because it derives from a common nucleus of operative facts as Plaintiff's federal claim.

18. This Court has personal jurisdiction over Defendant because it is incorporated in the Commonwealth of Pennsylvania, has sufficient minimum contacts in Pennsylvania, and/or otherwise intentionally avails itself of the Pennsylvania market so as to render the exercise of jurisdiction over it by the Pennsylvania courts consistent with traditional notions of fair play and substantial justice.

19. Venue is proper in this Court because Defendant maintains a principal place of business and has a designated agent in the Commonwealth of Pennsylvania.

20. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) and (3) because Defendant employs Plaintiff in this district and because a substantial portion of the events that give rise to the Plaintiff's claims occurred in this district.

PARTIES

Defendant

21. Defendant is a company incorporated in the Commonwealth of Pennsylvania with headquarters at 6681 Snowdrift Road, Allentown, Pennsylvania 18104.

22. According to its website (http://www.yourwaytransport.com/html/about_us.html), Defendant provides guaranteed speed of delivery with highly customized transport solutions and will do whatever it takes to ensure the fastest, most secure and most reliable delivery possible.

23. Defendant provides services to over 300 companies including all the world leaders in the pharmaceutical and biotech sectors.

Plaintiff – Devon Gayle

24. Plaintiff Devon Gayle is a resident of Yeadon, Pennsylvania and has signed a consent form to join this lawsuit, which is attached as *Exhibit A*.

25. Defendant has employed Plaintiff as a delivery driver from approximately December 2017 through September 2018.

26. Pursuant to Plaintiff's job duties as a delivery driver, Plaintiff would pick up and delivered packages, i.e. pharmaceutical goods, to designated areas assigned by Defendant.

FACTUAL ALLEGATIONS

27. Defendant was/is an "employer" within the meaning of 29 U.S.C. § 203(d) of the

FLSA, 43 P.S. § 333.103(g) of the PMWA and 43 P.S. § 260.2a of the WPCL.

28. Plaintiff and other delivery drivers are or have been “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA and 43 P.S. § 333.103(h) of the PMWA.

29. Defendant was and continues to be “an enterprise engaged in commerce” within the meaning of the FLSA.

30. Defendant has engaged in ordinary commercial activities within the meaning of the FLSA that result in sales made or business done.

31. Defendant has an annual gross business volume in excess of \$500,000.

32. Defendant has had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce.

33. Defendant has “suffered or permitted” Plaintiff and other delivery drivers to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA and 43 P.S. § 333.103(f) of the PMWA.

34. Defendant has employed and continues to employ delivery drivers as independent contractors.

Independent Contractor Misclassification

35. Defendant willfully misclassified Plaintiff and other delivery drivers as independent contractors.

36. In the Third Circuit, courts determining whether a worker is an employee or an independent contractor for purposes of the FLSA look to the economic realities of the relationship between the alleged employer and employee. *Bedolla v. Brandolini*, CV 18-146, 2018 WL 2291117, at *4 (E.D. Pa. May 18, 2018). In ascertaining the “economic realities” of the

relationship, the following factors should be considered:

(1) the degree of the alleged employer's right to control the manner in which the work is to be performed; (2) the alleged employee's opportunity for profit or loss depending upon his managerial skill; (3) the alleged employee's investment in equipment or materials required for his task, or his employment of helpers; (4) whether the service rendered requires a special skill; (5) the degree of permanence of the working relationship; [and] (6) whether the service rendered is an integral part of the alleged employer's business.

Id. at *5.

37. Based on both of the foregoing standards, Defendant misclassified Plaintiff and delivery drivers as independent contractors. Plaintiff and other delivery drivers:

- a. are paid a flat rate for each delivery made;
- b. work hours that are set by Defendant;
- c. was paid a set flat rate for pickup and delivery services and have no ability to negotiate higher rates to increase their profits;
- d. has contractual requirements regarding attire and uniform worn;
- e. make no financial investment in Defendant's facilities, advertising, maintenance, staffing, and contractual relationships;
- f. do not make any significant investments in connection with their work for Defendant;
- g. do not have the opportunity to use independent business judgment to realize profits or losses associated with their work;
- h. need not have any special skills;
- i. provided all of Defendant's customers pick-up and delivery services;
- j. perform services that is in the usual course of the business such as picking up and delivering products;
- k. job duties consisting of picking up and delivering services was "an integral part" of the company's business;
- l. worked exclusively for the Defendant;

- m. were economically dependent on Defendant;
- n. was employed long enough to effectively have been hired for continuous services;
- o. at any time could be terminated and was terminated by Defendant; and
- p. were unable to enhance/increase their wages.

38. Defendant, directly or indirectly, hired delivery drivers including Plaintiff and determined the rate and method of the payment of their wages.

39. Defendant has maintained control, oversight, and supervision over Plaintiff and all other delivery drivers' work schedule, assignments, routes, pick-up and delivery process including the promulgation of improper deductions that failed to pay the minimum wage rate.

40. Defendant, directly hired Plaintiff and other delivery drivers and determined the rate and method of the payment of wages.

41. Defendant has authority to fire and directly fired Plaintiff.

Failure to Pay Minimum Wage

42. As a delivery driver, Plaintiff was scheduled to work approximately fifty (50) hours in most weeks.

43. Delivery drivers receive a flat rate for every delivery service made.

44. Plaintiff and other delivery drivers were required to use their own personal vehicles and to travel to and transport goods to their designated drop off area.

45. Plaintiff and other delivery drivers incurred significant expenses in connection with the operation of their personal vehicles for work-related purposes, such as gas, maintenance, repairs, parts, and wear and tear.

46. Defendant did not keep accurate, contemporaneous records of the expenses delivery drivers incurred in connection with the operation of their personal vehicles for

work-related purposes.

47. Defendant did not reimburse Plaintiff and other delivery drivers for driving/vehicle expenses incurred.

48. The unreimbursed expenses Plaintiff and other delivery drivers incurred in connection with the operation of their personal vehicles were “specifically required for the performance of the [their] particular work,” and thus were an unlawful “kickback” to the extent they “cut[] into the minimum or overtime wages required to be paid [Plaintiff] under the Act.” 29 C.F.R. § 531.35.

49. Plaintiff’s and other delivery drivers’ wage were further offset by monetary deductions Defendant made for fees such as “Highpoint – ASG” and “Processing Fee.”

50. In many weeks, the expenses Plaintiff and other delivery drivers incurred in connection with driving and maintaining their vehicles, as well as the monetary deductions cut into the required minimum wage Defendant owed them, such that their total compensation, net the expenses and deductions, averaged out to less than \$7.25 per hour.

51. In many weeks, the payment that the delivery drivers, including Plaintiff, received for performing delivery services while incurring significant expenses in connection with the operation of their personal vehicles, and offset by monetary deductions divided by the number of hours worked resulted in an hourly rate of pay below the relevant federal and Pennsylvania minimum wages.

52. As a result, delivery drivers, including Plaintiff, frequently are paid less than the minimum wage in a workweek as required by the FLSA, 29 U.S.C. § 206, and its implementing regulations, PMWA and WPCL.

57. Defendant’s policies and practices deprive delivery drivers the minimum wage

rate as required under the FLSA, PMWA and WPCL.

Failure to Pay Overtime

53. During the course of his employment with Defendant, Plaintiff regularly worked over forty (40) hours per week.

54. On multiple occasions, Defendant required delivery drivers to work over forty (40) hours per workweek.

55. Regardless of the hours worked, delivery drivers were paid a flat rate for all hours worked including hours worked in excess of forty (40) hours.

56. Defendant failed to properly pay delivery drivers overtime compensation at a rate of not less than one and one-half (1.5) times their regular rate of pay, as required under the FLSA, PMWA and WPCL.

57. In addition, Defendant failed to keep certain records of total number of hours actually worked by employees each workweek and thus Customer Service Representatives were not properly paid for all hours worked.

58. The FLSA requires employers to maintain records of all hours worked and wages paid to employees. 29 U.S.C.A. § 211(c).

59. Defendant's wrongful acts and/or omissions/commissions, as alleged herein, were not made in good faith, or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the state and/or U.S. Department of Labor and/or any state department of labor, or any administrative practice or enforcement practice or enforcement policy of such departments or bureau.

60. Defendant knowingly, willfully, and/or with reckless disregard carried out its illegal pattern or practice regarding its failure to pay Plaintiff minimum wage and proper

overtime compensation. As set forth herein, other prior and current delivery drivers were subjected to the same wrongful policies, practices, and/or procedures of the above-described wage and hour statutes and regulations.

COLLECTIVE ACTION ALLEGATIONS

61. Plaintiff re-alleges and incorporates all previous paragraphs herein.

62. Plaintiff brings this action pursuant to Section 216(b) of the FLSA, as an opt-in representative action, for and on behalf of all delivery drivers who have been affected by Defendant's common unlawful policies and practices which include failure to pay them minimum wage and permitted them to work in excess of 40 hours during a workweek without paying overtime compensation, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") and attendant regulations at 29 C.F.R. § 516, *et seq.*

63. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of:

All delivery drivers who worked for the Defendant at any time during the period of three (3) years prior to the commencement of this action through the date of judgment.

(hereinafter referred to as the "FLSA Collective"). Plaintiff reserves the right to amend this definition as necessary.

64. Members of the FLSA collective are all improperly classified as independent contractors.

65. Members of the FLSA collective are all improperly compensated for the time spent working as a delivery driver for Defendant.

66. Plaintiff brings this collective action against Defendant to recover unpaid minimum wages, overtime compensation, liquidated damages, and reasonable attorneys' fees

and costs pursuant to 29 U.S.C. § 216(b).

67. The collective action further alleges a willful violation of the FLSA and seeks an additional, third year of limitations.

68. Plaintiff seeks to send Notice to the delivery drivers of Defendant permitting them to assert FLSA claims in this collective action by filing their individual consent forms, as provided by 29 U.S.C. § 216(b) and supporting case law.

69. Certification of the collective action under the FLSA is appropriate because the employees described herein are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action are similarly situated because: (a) they had the same job positions and performed the same or similar job duties as one another on behalf of Defendant; (b) they were subject to the same or similar unlawful policies and practices as stated herein; and (c) their claims are based upon the same factual and legal theories.

70. Plaintiff estimates that the FLSA Collective, including both current and former employees over the relevant period, will include several hundred members. The precise number of FLSA Collective members should be readily available from a review of Defendant’s personnel and payroll records.

71. The Collective Action further alleges a willful violation of the FLSA and is covered by a third year of limitations.

72. Defendant is aware that the FLSA applies to its business and it is required to adhere to the rules under the FLSA.

73. Defendant’s conduct and practices, described herein, were and are willful, intentional, unreasonably, arbitrary, and in bad faith.

RULE 23 PENNSYLVANIA CLASS ACTION ALLEGATIONS

74. Plaintiff re-alleges and incorporates all previous paragraphs herein.

75. Plaintiff also seeks to maintain this action pursuant to Fed. R. of Civ. P. 23, as an opt-out class action, for an on behalf all delivery drivers who have been affected by Defendant's common unlawful policies and practices which include failure to pay minimum and overtime wages, in violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, *et seq.* ("PMWA") and attendant regulations, 34 Pa. Code § 231.1, *et seq.* as well as the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.* ("WPCL").

76. Plaintiff brings this action pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of:

All delivery drivers employed by Defendant in the Commonwealth of Pennsylvania at any time from thee (3) years prior to the filing of this Complaint through the date of judgment.

(hereinafter referred to as the "Rule 23 Pennsylvania Class"). Plaintiff reserve the right to amend this definition as necessary.

77. Plaintiff brings this Rule 23 Pennsylvania Class action against Defendant to recover minimum wage and overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the PMWA and WPCL.

78. The members of the Rule 23 Pennsylvania Class are so numerous that joinder of all class members in this case would be impractical. Plaintiff reasonably estimates that there are a substantial number of class members in the Commonwealth of Pennsylvania. The Rule 23 Pennsylvania Class members should be easy to identify from Defendant's payroll and personnel records.

79. There is a well-defined community of interest among the Rule 23

Pennsylvania Class members and common questions of law and fact predominate in this action over any questions affecting each individual class member.

80. Plaintiff's claims are typical of those of the Rule 23 Pennsylvania class members in that he and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic payroll policies and practices. All of the class members were subject to the same corporate practices of Defendant, as alleged herein, of failing to pay minimum and overtime wages. Any lawsuit brought by an employee of Defendant would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

81. Plaintiff was employed by Defendant in the same capacity as all of the class members. All class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, failure to pay minimum and overtime wages. Thus, there are common questions of law and fact which are applicable to each and every one of the class members.

82. Plaintiff will fully and adequately protect the interests of the class members and has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiff and his counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

83. Defendant's corporate-wide policies and practices affected all class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each class member. Plaintiff's claim arises from the same legal theories as all other class members. Therefore, this case will be more manageable and efficient as a Rule 23 Pennsylvania Class action. Plaintiff and his counsel know of no unusual difficulties in this case.

84. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, *inter alia*, it is economically infeasible for Rule 23 Pennsylvania Class members to prosecute individual actions of their own given the relatively small amount of damages at stake for each individual along with the fear of reprisal by their employer. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.

85. This case will be manageable as a Rule 23 Class action. Plaintiff and his counsel know of no unusual difficulties in this case and Defendant and its corporate clients all have advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.

86. Because the elements of Rule 23(b)(3) are satisfied in this case, class certification is appropriate. *Shady Grove Orthopedic Assoc., P.A. v. Allstate Ins. Co.*, 559 U.S. 393; 130 S. Ct. 1431, 1437 (2010) (“[b]y its terms [Rule 23] creates a categorical rule entitling a plaintiff whose suit meets the specified criteria to pursue his claim as a class action”).

COUNT I
(29 U.S.C. § 216(b) Individual Action)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY MINIMUM WAGE

87. Plaintiff re-alleges and incorporates all previous paragraphs herein.

29 U.S.C. § 206(a)(1)(C) provides:

Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce; wages at the following rates \$7.25 an hour.

88. 29 C.F.R. § 531.35 provides:

“Free and clear” payment; “kickbacks.”

Whether in cash or in facilities, “wages” cannot be considered to have been paid by the employer and received by the employee unless they are paid finally and unconditionally or “free and clear.” The wage requirements of the Act will not be met where the employee “kicks-back” directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. This is true whether the “kick-back” is made in cash or in other than cash. For example, if it is a requirement of the employer that the employee must provide tools of the trade which will be used in or are specifically required for the performance of the employer's particular work, there would be a violation of the Act in any workweek when the cost of such tools purchased by the employee cuts into the minimum or overtime wages required to be paid him under the Act. See also in this connection, § 531.32(c).

89. Defendant failed to pay Plaintiff minimum wage as required by the FLSA.

90. Plaintiff is entitled to be paid in an amount at least equal to the applicable minimum wage.

91. Defendant violated the FLSA minimum wage requirement by paying Plaintiff weekly net compensation (i.e. gross pay minus expenses and deductions) that averaged out to less than \$7.25 per hour.

92. As a result of Defendant’s uniform policies and practices described above, Plaintiff is entitled to recovery such total unpaid amounts to be determined at trial, liquidated damages, reasonable attorneys’ fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

93. Defendant’s failure to pay Plaintiff the minimum wage was not done in good faith, or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the U.S. Department of Labor and/or any state department of labor, or any administrative practice or enforcement policy of such departments.

94. Defendant has an obligation under the FLSA to maintain accurate records of time

worked by employees.

95. Defendant failed to maintain accurate time records of all hours worked by Plaintiff, and other similarly situated employees.

96. Because Defendant willfully violated the FLSA, a three (3) year statute of limitations applies to such violation pursuant to 29 U.S.C. § 255(a).

97. Defendant is in possession and control of necessary documents and information from which Plaintiff would be able to precisely calculate damages.

COUNT II
(29 U.S.C. § 216(b) Collective Action Claim)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY MINIMUM WAGE

98. Plaintiff re-alleges and incorporates all previous paragraphs herein.

99. Defendant failed to pay Plaintiff and the FLSA Collective members minimum wage as required by the FLSA.

100. Plaintiff and FLSA Collective members are entitled to be paid in an amount at least equal to the applicable minimum wage.

101. As a result of Defendant's uniform policies and practices described above, Plaintiff and the FLSA Collective members were illegally deprived of minimum wage compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

COUNT III
(29 U.S.C. § 216(b) Individual Claim)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME

102. Plaintiff re-alleges and incorporates all previous paragraphs herein.

103. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

104. Plaintiff regularly worked in excess of forty (40) hours per workweek.

105. Plaintiff is entitled to be paid at a rate not less than one and one half (1.5) times of his regular rate of pay for overtime for hours worked in excess of forty (40) hours in a workweek.

106. Defendant violated its statutory obligations under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, by failing to pay Plaintiff overtime compensation at a rate of not less than one and one-half (1.5) times his regular rate of pay for all hours worked in excess of forty (40) per workweek as required by the FLSA.

107. As a result of Defendant's uniform policies and practices described above, Plaintiff was illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

108. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

COUNT IV
(29 U.S.C. § 216(b) Collective Action)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME

109. Plaintiff re-alleges and incorporates all previous paragraphs herein.

110. Plaintiff and the FLSA Collective member regularly worked in excess of forty (40) hours per workweek.

111. Defendant failed to pay Plaintiff and members of the FLSA Collective the mandated overtime compensation at a rate not less than time-and-a-half (1.5) of their regular rate of pay for hours worked in excess of forty (40) in a workweek.

112. As a result of Defendant's uniform policies and practices described above, Plaintiff and the FLSA Collective members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

COUNT V

(Individual Claim)

Violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, et seq.

FAILURE TO PAY MINIMUM WAGE

113. Plaintiff re-alleges and incorporates all previous paragraphs herein.

114. Pa. Stat. Ann. tit. 43, § 333.104 (West)

If the minimum wage set forth in the Fair Labor Standards Act of 1938 (52 Stat. 1060, 29 U.S.C. § 201 et seq.) is increased above the minimum wage required under this section, the minimum wage required under this section shall be increased by the same amounts and effective the same date as the increases under the Fair Labor Standards Act, and the provisions of subsection (a) are suspended to the extent they differ from those set forth under the Fair Labor Standards Act.

115. Defendant failed to pay Plaintiff minimum wage.

116. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

117. As a result of Defendant's uniform and common policies and practices described above, Plaintiff was illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and is entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to PMWA.

COUNT VI
(Fed R. Civ. P. 23 Class Action Claim)
Violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, et seq.
FAILURE TO PAY MINIMUM WAGE

118. Plaintiff re-alleges and incorporates all previous paragraphs herein.

119. Defendant failed to pay Plaintiff the Rule 23 Pennsylvania Class members' minimum wage.

120. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

121. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the Rule 23 Pennsylvania class members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to PMWA.

COUNT VII
(Individual Claim)
Violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.104, et seq.
FAILURE TO PAY OVERTIME

122. Plaintiff re-alleges and incorporates all previous paragraphs herein.

123. Under the PMWA, "Employees shall be paid for overtime not less than one and one-half times the employee's regular rate "43 P.S. § 333.104(c).

124. Plaintiff was required by Defendant and did regularly work over forty (40) hours a week.

125. Defendant failed to pay Plaintiff overtime compensation at a rate not less than one and one-half (1.5) times his regular rate of pay for hours he worked in excess of forty (40) per workweek.

126. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

127. As a result of Defendant's uniform and common policies and practices described above, Plaintiff was illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and is entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to PMWA.

COUNT VIII

(Fed R. Civ. P. 23 Class Action Claim)

Violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, et seq.

FAILURE TO PAY OVERTIME

128. Plaintiff re-alleges and incorporates all previous paragraphs herein.

129. Defendant failed to pay Plaintiff and the Rule 23 Pennsylvania Class members overtime compensation at time and a half (1.5) of their regular rate of pay for hours in a work week in excess of forty (40).

130. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

131. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the Rule 23 Pennsylvania class members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of

such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to PMWA.

COUNT XI
(Individual Claim)

Violation of the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.3, et seq.
FAILURE TO PAY OVERTIME WAGES

132. Plaintiff re-alleges and incorporates all previous paragraphs herein.

133. Under the PWPCCL, "The wages shall be paid in lawful money of the United States or check, except that deductions provided by law, or as authorized by regulation of the Department of Labor and Industry for the convenience of the employee." 43 P.S. § 260.3(a).

134. Defendant made deductions against Plaintiff's wages that are not authorized by 34 Pa. Code § 9.1.

135. By failing to pay Plaintiff overtime compensation, Defendant violated its statutory and contractual obligations by failing to pay Plaintiff "all wages due" for purposes of 43 P.S. § 260.3(a).

136. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

137. As a result of Defendant's uniform and common policies and practices described above, Plaintiff was illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to WPCL.

COUNT X
(Fed R. Civ. P. 23 Class Action Claim)

Violation of the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, et seq.
FAILURE TO PAY OVERTIME WAGES

138. Plaintiff re-alleges and incorporates all previous paragraphs herein.

139. Defendant made deductions against Plaintiff's and the Rule 23 Pennsylvania Class members wages that are not authorized by 34 Pa. Code § 9.1.

140. By failing to pay Plaintiff and the Rule 23 Pennsylvania Class members overtime compensation, Defendant violated its statutory and contractual obligations by failing to pay them "all wages due" for purposes of 43 P.S. § 260.3(a).

141. Defendant's conduct and practices, described herein, were willful, intentional, unreasonably, arbitrary, and in bad faith.

142. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the Rule 23 Pennsylvania class members were illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to WPCL.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendant:

(A) A declaratory judgment that Defendant's wage practices alleged herein violate the minimum wage and overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;

(B) A declaratory judgment that Defendant's wage practices alleged herein violate the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, *et seq.* and attendant regulations, 34 Pa. Code § 231.1, *et seq.* as well as the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.*;

(C) An Order for injunctive relief ordering Defendant to comply with the FLSA, PMWA and WPCL and end all of the illegal wage practices alleged herein;

(D) Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;

(E) Certifying this action as a class action pursuant to Fed R. Civ. P. 23 with respect to the PMWA and WPCL claims set forth herein;

(F) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all FLSA collective and Rule 23 class members;

(G) Authorizing Plaintiff's counsel to send notice(s) of this action to all FLSA collective and Rule 23 class members, including the publishing of notice in a manner that is reasonably calculated to apprise the FLSA collective members of their rights by law to join and participate in this lawsuit;

(H) Designating Lead Plaintiff as the representatives of the FLSA collective and Rule 23 Class in this action;

(I) Designating the undersigned counsel as counsel for the FLSA collective and Rule 23 Class in this action;

(J) Judgment for damages for all unpaid minimum and overtime wages and liquidated damages to which Plaintiff and the FLSA collective members are lawfully entitled under the FLSA, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;

(K) Judgment for damages for all unpaid minimum wage and overtime wages, liquidated damages and pre- and post-judgment interest to which Plaintiff and the Rule 23 class members

are lawfully entitled under the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, *et seq.* and attendant regulations, 34 Pa. Code § 231.1, *et seq.* as well as the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.*;

(L) An incentive award for the Lead Plaintiff for serving as representative of the FLSA collective and Rule 23 class in this action;

(M) Awarding reasonable attorneys' fees and costs incurred by Plaintiff in this action as provided by the FLSA, PMWA and WPCL;

(N) Judgment for any and all civil penalties to which Plaintiff and the FLSA collective and Rule 23 class members may be entitled; and

(O) Such other and further relief as to this Court may deem necessary, just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all other FLSA collective and Rule 23 class members, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled claims.

Dated: November 28, 18

By: 

Jason T. Brown
Irene Chan (*pro hac vice pending*)
BROWN, LLC
111 Town Square Place, Ste 400
Jersey City, New Jersey 07310
T: (877) 561-0000
F: (855) 582-5297
jtb@jtblawgroup.com
Irene.chan@jtblawgroup.com

Counsel for Plaintiff

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

DEVON GAYLE, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

YOURWAY TRANSPORT, INC.

Defendant.

Case No.

CONSENT TO SUE

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid minimum wages, unpaid overtime compensation, liquidated damages, attorney's fees, costs and other relief) and applicable state wage and hour law against the Defendant. I further consent to bringing these claims on a collective and class action basis with other current/former employees of Defendant, to be represented by BROWN, LLC, and to be bound by any settlement of this action or adjudication by the Court.

Signed:



Dated:

11/25/2018

Name:

Devon gayle

Address:



Street



City, State, Zip Code

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
 DEVON GAYLE, individually, and on behalf of others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Jason T. Brown
 Brown, LLC
 111 Town Square Place, Ste 400, Jersey City, NJ 07310, 877-561-0000

DEFENDANTS
 YOURWAY TRANSPORT, INC.

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

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.


CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 206(a)(1)(C)
 Brief description of cause:
Violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, et seq.

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: 11/28/2018
 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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


CASE MANAGEMENT TRACK DESIGNATION FORM

DEVON GAYLE , individually, and on behalf :	CIVIL ACTION
of others similarly situated, :	
v. :	
YOURWAY TRANSPORT, INC. :	NO.

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

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

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

<u>11/28/2018</u>	<u>Jason T. Brown</u> 	<u>Plaintiff</u>
Date	Attorney-at-law	Attorney for
<u>(877) 561-0000</u>	<u>(855) 582-5297</u>	<u>jtb@jtblawgroup.com</u>
Telephone	FAX Number	E-Mail Address

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


CASE MANAGEMENT TRACK DESIGNATION FORM

DEVON GAYLE , individually, and on behalf	:	CIVIL ACTION
of others similarly situated,	:	
	:	
v.	:	
	:	
YOURWAY TRANSPORT, INC.	:	NO.

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<u>11/28/2018</u>	<u>Jason T. Brown</u> 	<u>Plaintiff</u>
Date	Attorney-at-law	Attorney for
<u>(877) 561-0000</u>	<u>(855) 582-5297</u>	<u>jtb@jtblawgroup.com</u>
Telephone	FAX Number	E-Mail Address

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1212 Alfred Ave, Apt #F, Yeadon, PA 19050
 Address of Defendant: 6681 Snowdrift Road, Allentown, Pennsylvania, 18104
 Place of Accident, Incident or Transaction: 6681 Snowdrift Road, Allentown, Pennsylvania 18104

RELATED CASE, IF ANY:

Case Number: n/a Judge: n/a Date Terminated: _____

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

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

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

DATE: 11/28/2018 Jason T. Brown PA Bar # 79369
Attorney-at-Law / Pro Se Plaintiff *Attorney I.D. # (if applicable)*

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
 (Please specify): Fair Labor Standards Act ("FLSA")
 29 U.S.C. §§ 201, et seq.

B. Diversity Jurisdiction Cases:

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

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Jason T. Brown, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

DATE: 11/28/2018 Jason T. Brown PA Bar # 79369
Attorney-at-Law / Pro Se Plaintiff *Attorney I.D. # (if applicable)*

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

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

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|--|------------------------------|--|
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| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

DATE: 11/28/2018 Jason T. Brown  PA Bar # 79369
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a √ in one category only)

A. Federal Question Cases:

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- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
 (Please specify): Fair Labor Standards Act ("FLSA")
 29 U.S.C. §§ 201, et seq.

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- 3. Assault, Defamation
- 4. Marine Personal Injury
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- 6. Other Personal Injury (Please specify): _____
- 7. Products Liability
- 8. Products Liability – Asbestos
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 (Please specify): _____

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- Relief other than monetary damages is sought.

DATE: 11/28/2018 Jason T. Brown  PA Bar # 79369
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Yourway Transport Misclassified Driver to 'Evade' Paying Proper Wages, Lawsuit Claims](#)
