

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

-----	X
	:
WILLIAM RINGLER,	: Civil Action No. _____
on behalf of himself and	:
similarly situated employees,	:
	: INDIVIDUAL AND
<i>Plaintiff,</i>	: COLLECTIVE/CLASS
	: ACTION COMPLAINT
v.	:
	:
NORWIN TECHNOLOGIES,	: Jury Trial Demanded
	:
<i>Defendant.</i>	: Electronically Filed
	:
-----	X

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), and the Pennsylvania Minimum Wage Act (PMWA), 43 P.S. §§ 333.104(c) & 333.113, and an individual action under the Pennsylvania Wage Payment and Collection Law (WPCL), 43 P.S. § 260.3, 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 claim, 28 U.S.C. § 1367(a).
3. The actions and policies alleged to be unlawful were committed in whole or in part around Gibsonia, PA, where Plaintiff lives and worked from his home for Defendant, and elsewhere in Pennsylvania and other states. 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 William Ringler** resides in 105 Partridge Run Road, Gibsonia, Pennsylvania 15044. Plaintiff worked for Defendant Norwin Technologies from in or around late March 2016 until in or around July 2016.
5. Plaintiff regularly performed work within the state of Pennsylvania.
6. Plaintiff also regularly performed work in other states on behalf of Defendant.
7. **Defendant Norwin Technologies** provides IT consulting and other services throughout the United States. Defendant maintains its headquarters at 300 Rosewood Drive, Danvers, MA 01923.
8. At all relevant times Defendant has been an enterprise engaged in interstate commerce with annual revenues in excess of \$500,000 and has been subject to the provisions of Section 203(s)(1) of the FLSA.
9. Defendant regularly employed individuals in the state of Pennsylvania, including Plaintiff, in the performance of work on behalf of Defendant and its clients and is subject to the provisions of the PMWA.

Statement of Claims

10. Defendant hired Plaintiff for the position of Senior Network Security Consultant/Senior Network Engineer Architect in or about late March 2016, and Plaintiff held that position until his employment with Defendant ended in or about July 2016.
11. Defendant's clients include banks, financial services firms, manufacturers, retail chains, healthcare organizations, internet service and telecommunications providers, educational institutions and public-sector agencies.

12. As a Senior Network Security Consultant, Plaintiff was assigned tasks relating to the design and integrity of a client's network.
13. Plaintiff traveled extensively to clients' business premises to perform his duties.
14. When not performing his duties at the clients' business premises, or traveling back and forth to the clients, Plaintiff performed work duties from his home in Gibsonia, PA.
15. Plaintiff was hired at \$95 per hour on a W2 "Contractor basis," with all payments subject to withholdings applicable to wages.
16. Plaintiff was not paid a salary: Plaintiff was paid strictly on an hourly basis.
17. The terms of pay were defined in an Offer Letter to Plaintiff which both he and Defendant signed.
18. The Offer Letter also stated, "Any approved hours over 40 per week were paid at \$95 per hour on a W2 Contractor basis."
19. There was no guarantee of a minimum number of hours that Plaintiff would be paid each week: he was paid strictly on an hourly basis for hours worked.
20. Plaintiff regularly worked in excess of 40 hours in workweeks.
21. Defendant paid no overtime premium to Plaintiff for hours worked over 40 hours in a week.
22. Defendant in fact refused to pay Plaintiff for any hours worked in excess of 40 hours in a week even at the straight rate of \$95.
23. Plaintiff completed so-called "timesheets" each week, submitted electronically through CDW and MyNorwin (Norwin Technologies).

24. Plaintiff submitted “timesheets” that indicated he worked more than 40 hours in workweeks.
25. Defendant rejected the “timesheets” that indicated Plaintiff worked more than 40 hours in workweeks.
26. Defendant ordered Plaintiff to submit revised “timesheets” for those weeks where Plaintiff had indicated he worked more than 40 hours in workweeks.
27. Defendant effectively ordered Plaintiff to submit false timesheets.
28. Defendant told Plaintiff it would not approve overtime hours either because the client had not authorized such payments or because there wasn’t enough money in the budget for that client to allow overtime.
29. Defendant never told Plaintiff to stop working more than 40 hours in workweeks.
30. Defendant never told Plaintiff to not do the work required to meet the customer’s needs regardless of the hours required to do so.
31. Defendant “suffered and permitted” Plaintiff to work whatever hours were required to meet the customer’s needs regardless of the hours required to do so.
32. Plaintiff eventually stopped submitting “timesheets” showing more than 40 hours worked, even though he worked more than 40 hours in those workweeks.
33. Plaintiff stopped submitting the “timesheets” showing he worked more than 40 hours not because he was acknowledging he did not work more than 40 hours in workweeks, but because Defendant made it clear it would not approve those “timesheets” showing more than 40 hours worked and ordered him to no longer submit such “timesheets.”
34. Plaintiff worked approximately seven (7) separate jobs while working for Defendant.

35. In addition to being denied any overtime pay for overtime hours, Plaintiff was also denied pay for hours worked under 40 hours in certain weeks.
36. Defendant has refused to pay Plaintiff for thirty-two (32) hours worked on a project even though the 32 hours still fit within the 40-hour limit imposed by Defendant.
37. Defendant told Plaintiff it refused to pay him for these 32 hours because there wasn't any money left in the budget for that client.
38. In addition, Defendant refused to pay Plaintiff for another 200+ hours of work that were submitted on the "timesheets" within the 40-hour limit imposed by Defendant.
39. Plaintiff has made repeated demands for payment of these 200+ hours, as well as the initial 32 hours of worked but uncompensated, and Defendant has refused to pay.
40. The uncompensated hours, at the straight time rate of \$95 an hour, exceed \$27,000, exclusive of interest or penalties.
41. In addition, Plaintiff was promised reimbursement of expenses in the Offer Letter.
42. Plaintiff incurred expenses in furtherance of his duties, and timely submitted these expenses for reimbursement.
43. Defendant has refused to pay Plaintiff for these expenses of approximately \$2,300.
44. Plaintiff was non-exempt under the FLSA and the PMWA.
45. There is no exemption that can apply to Plaintiff: he was paid on an hourly basis with no minimum guarantee.
46. Plaintiff was entitled to payment of overtime at one-and-one-half times his regular rate of pay for the uncompensated hours worked in excess of forty hours in a single workweek.
47. Defendant refused to pay Plaintiff for all his hours worked, including overtime hours

worked.

48. Defendant knowingly and intentionally violated the FLSA's mandate for overtime pay. 29 U.S.C. § 207.
49. Defendant knowingly and intentionally falsified time records.
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.
51. Defendant's violation of the FLSA and PMWA has been knowing, willful and in reckless disregard when it failed to pay Plaintiff at the overtime rate for those hours, and required him to falsify time records. Defendant has acted willfully and in reckless disregard of the FLSA and the PMWA.

Collective/Class Action Averments

52. In the past three years Defendant has employed 150+ individuals as Network Security Consultants/Network Engineer Architects, junior, senior or equivalent.
53. These other Network Security Consultants/Network Engineer Architects perform the equivalent job duties as Plaintiff.
54. Network Security Consultants/Network Engineer Architects travel around the country to assist with maintaining and protecting the design and integrity of Defendant's clients' networks.
55. Network Security Consultants/Network Engineer Architects are paid an hourly rate.
56. Network Security Consultants/Network Engineer Architects are not guaranteed a weekly minimum number of hours or a weekly minimum amount in pay.

57. Network Security Consultants/Network Engineer Architects regularly work more than forty hours per week.
58. Defendant fails to maintain accurate records of time worked for the Network Security Consultants/Network Engineer Architects.
59. Instead, as with Plaintiff, Defendant allows the Network Security Consultants/ Network Engineer Architects to submit timesheets only for those hours that Defendant will pay them, normally 40 hours per week.
60. Even in those weeks where Defendant has paid Network Security Consultants/Network Engineer Architects for any hours worked in excess of 40 hours Defendant has paid only at the straight rate, no overtime premium.
61. This is a matter of policy.
62. Defendant has not paid the Network Security Consultants/Network Engineer Architects for all hours worked in excess of forty hours.
63. Defendant has paid no Network Security Consultants/Network Engineer Architects the proper overtime rate of time-and-one-half the regular rate of pay.
64. In the past three years Defendant has employed 150+ individuals as network Security Consultants/Network Engineer Architects.
65. In the past three years Defendant has employed 30+ individuals as Network Security Consultants/Network Engineer Architects who have performed work on behalf of Defendant in Pennsylvania.
66. The Network Security Consultants/Network Engineer Architects employed by Defendant over the past three years, nationally as well as in Pennsylvania, have been subject to the same policies as Plaintiff: paid on an hourly basis; no minimum hours of work or pay

guaranteed per week; paid only for those hours in excess of 40 hours that Defendant will approve regardless of how many hours are actually worked; a false time-keeping system that prevents the recording of time actually worked; and, not paid an overtime premium even when overtime hours are approved but instead paid at a straight hourly rate.

67. The 150+ Network Security Consultants/Network Engineer Architects employed by Defendant over the past three years have regularly worked overtime.
68. Defendant has knowingly and intentionally failed to pay the 150+ network Security Consultants / Network Engineer Architects for their overtime hours either at the straight rate or proper overtime rate.
69. The 150+ Network Security Consultants/Network Engineer Architects have been non-exempt within the meaning of the FLSA and the PMWA.
70. Defendant's failure to pay overtime due to the 150+ Network Security Consultants/Network Engineer Architects employed by Defendant over the past three years, and its failure to maintain accurate records of time worked, has been in violation of the FLSA and the PMWA.
71. 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.

COUNT I: VIOLATION OF THE FLSA

Individual and Collective Action

72. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
73. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects are employees of Defendant within the meaning of the FLSA.

74. Defendant is an employer within the meaning of the FLSA.
75. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects have been compensated on an hourly basis.
76. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects have regularly worked more than forty hours per week.
77. Defendant has not paid overtime compensation to Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects for work of more than forty hours in any workweek.
78. Defendant has not paid any overtime compensation to Plaintiff and all other similarly situated employees at the proper overtime rate.
79. Defendant has failed to maintain accurate records of time worked for Plaintiff and all other similarly situated employees.
80. Plaintiff and the other similarly situated Network Security Consultants/Network Engineer Architects have been non-exempt within the meaning of the FLSA.
81. Defendant's failure to pay overtime to Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects has violated and continues to violate the FLSA.
82. 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.
83. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.

84. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects 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

85. Plaintiff incorporates by reference the preceding paragraphs of this complaint.
86. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects are employees of Defendant within the meaning of the PMWA.
87. Defendant is an employer within the meaning of the PMWA.
88. Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects are non-exempt within the meaning of the PMWA.
89. Defendant's failure to pay overtime to Plaintiff and similarly situated Network Security Consultants/Network Engineer Architects violates the PMWA.
90. Defendant's failure to maintain accurate records of time worked for Plaintiff and similarly situated employees violates the PMWA.
91. Plaintiff and similarly situated Network Security Consultants/Network Engineer Architects are entitled to recover from Defendant the overtime pay improperly withheld by Defendant, plus interest, attorneys' fees, and costs.

COUNT III: BREACH OF CONTRACT

Individual Action

92. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.
93. When Defendant hired Plaintiff Defendant made definite, clear promises to pay him a specific, straight hourly rate for all work he performed for Defendant.
94. Those promises created enforceable contractual obligations.
95. Plaintiff provided consideration for those promises by promising to deliver and actually delivering valuable services to Defendant's clients.
96. Despite its contractual obligation to compensate Plaintiff for all work he performed, Defendant breached those contractual obligations when it did not pay Plaintiff for hours he worked.
97. Plaintiff is owed approximately \$27,000, exclusive of interest and penalties and overtime, in unpaid time.
98. The amount owed to him represents wages.
99. Defendant also promised to reimburse Plaintiff for expenses incurred in the course of his employment.
100. Despite this promise Defendant has refused to reimburse Plaintiff for expenses incurred in the amount of \$2,300 or so.
101. Defendant did not have any good-faith basis on which to withhold the wages or expenses.
102. As a result of Defendant's breaches, Plaintiff has been denied the benefit of the bargain,

and he has suffered substantial damages in the form of unpaid wages and unreimbursed expenses.

103. Plaintiff is entitled to damages commensurate with the unpaid wages and unreimbursed expenses, plus interest, plus compensatory damages resulting from the breach.

COUNT IV: VIOLATION OF THE WPCL

Individual Action

104. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint.

105. Defendant's contractual obligation to pay Plaintiff for all hours worked and to reimburse him for business expenses created obligations under the WPCL, 43 P.S. § 260.1 *et seq.*

106. The compensation Defendant failed to pay to Plaintiff for hours worked and expenses incurred constitute wages within the meaning of the WPCL.

107. Defendant violated the WPCL by failing to pay approximately \$27,000 for work Plaintiff performed, and an additional amount for unreimbursed expenses.

108. Defendant did not have any good-faith basis for withholding the wages.

109. Plaintiff is entitled to his unpaid wages as well as statutory penalties (25% of unpaid wages), pre-judgment and post-judgment interest, attorneys' fees, and costs.

PRAYER FOR RELIEF

110. 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 Network Security Consultants/Network Engineer Architects;
- B. Order Defendant to pay liquidated damages to Plaintiff and all other similarly situated Network Security Consultants/Network Engineer Architects;
 - C. Order Defendant to pay Plaintiff for hours worked, billed and unpaid and for unreimbursed expenses;
 - 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 Network Security Consultants/Network Engineer Architects; and
 - E. Grant such further relief as the Court deems necessary and proper.

Respectfully submitted,

s/ Joseph H. Chivers
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*Counsel for Plaintiff
and all others similarly situated*

Dated: April 5, 2017

CIVIL COVER SHEET

JS 44 (Rev. 07/16)

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

William Ringer
105 Partridge Run Road, Gibsonia, PA 15044

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Joseph H. Chivers, Esquire/John R. Linkosky, Esquire
100 First Ave., Suite 650, Pittsburgh, PA 15222 (412) 227-0763

DEFENDANTS

Norwin Technologies
300 Rosewood Drive, Danvers, MA 01923

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	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"/> 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):
Fair Labor Standards Act (FLSA) 29 U.S.C. 207(a) & 216(b)

Brief description of cause:
FLSA/PMWA - Failure to Pay Overtime (Individual and Collective/Class); Breach of Contract/WPCL (Individual)

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 04/05/2017 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: 4/5/2017

ATTORNEY AT LAW

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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: [Norwin Technologies Facing Wage and Hour Class Action for Unpaid OT](#)
