

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION

STEVE SANDERS, Individually and on Behalf of
All Others Similarly Situated,

v.

WATER TRANSFER SOLUTIONS, LLC

Docket No.

Jury Trial Demanded

Class/Collective Action

CLASS AND COLLECTIVE ACTION COMPLAINT

SUMMARY

1. Steve Sanders (Sanders) bring this lawsuit to recover unpaid overtime wages and other damages owed under the Fair Labor Standards Act (FLSA) and applicable state law, such as the Pennsylvania Minimum Wage Act (PMWA).

2. Water Transfer Solutions, LLC is a service company in the oil and gas business operating in multiple states, including in Ohio and Pennsylvania.

3. Water Transfer Solutions employs oilfield personnel, like Sanders, to carry out its work.

4. Sanders, and the other workers like him, were typically scheduled for 12-hour shifts, for as many as 7 days a week.

5. But Water Transfer Solutions did not pay these workers overtime for hours worked in excess of 40 in a single workweek.

6. Instead of paying overtime as required by the FLSA and the PMWA, Water Transfer Solutions paid these workers a day-rate.

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

JURISDICTION AND VENUE

8. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

9. On information and belief, the Court has original jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d).

10. The Court also has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. § 1367.

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

12. Sanders lives, and worked for Water Transfer Solutions, in this District and Division.

13. Moreover, Water Transfer Solutions paid Sanders, and other workers like him, from its office located in Canonsburg, which is located in Washington County, Pennsylvania.

THE PARTIES

14. From approximately June 2017 to December 2017, Steve Hernandez worked exclusively for Water Transfer Solutions performing “traffic control” work.

15. Throughout his employment with Water Transfer Solutions, he was paid a day-rate with no overtime compensation.

16. His consent to be a party plaintiff is attached.

17. Sanders bring this action on behalf of himself and other similarly situated workers who were paid according to Water Transfer Solutions’s day-rate system.

18. Water Transfer Solutions paid each of these workers a flat amount for each day worked and failed to pay them overtime for hours worked in excess of 40 hours in a workweek.

19. The class of similarly situated employees sought to be certified as a collective action under the FLSA is defined as:

All Water Transfer Solutions’s workers who were paid a day-rate with no overtime in the past 3 years (the “Day Rate Workers”).

20. Sanders seek conditional and final certification of this FLSA collective action under 29 U.S.C. § 216(b).

21. Sanders also seeks certification of a class under FED. R. CIV. P. 23 to remedy Water Transfer Solutions’s violations of the PMWA.

22. The class of similarly situated employees sought to be certified as a class action for the purposes of pursuing their PMWA claims is defined as:

All Water Transfer Solutions’s workers in Pennsylvania who were paid a day-rate with no overtime in the past 3 years (the “Pennsylvania Class”).

23. Water Transfer Solutions is a limited liability company operating in multiple states, including North Dakota, Ohio, and Pennsylvania.

COVERAGE UNDER THE FLSA

24. For at least the past 3 years, Water Transfer Solutions has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

25. For at least the past 3 years, Water Transfer Solutions has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

26. For at least the past 3 years, Water Transfer Solutions has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1).

27. Water Transfer Solutions has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials, such as hard hats, cell phones, steel toe boots, that have been moved in or were produced for commerce.

28. Water Transfer Solutions has had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated) in each of the past 3 years.

29. Sanders and the Day Rate Workers were engaged in commerce or in the production of goods for commerce.

30. As will be shown through this litigation, Water Transfer Solutions treated Sanders and the Day Rate Workers as employees and uniformly dictated the pay practices Sanders and the Day Rate Workers were subjected to.

FACTS

31. Water Transfer Solutions is a multi-million-dollar oil and gas company.

32. It operates in several states, including North Dakota, Ohio, and Pennsylvania.

33. In order to provide the services it markets to its customers, Water Transfer Solutions employs oilfield personnel like Sanders and the Day Rate Workers.

34. These oilfield workers carry out the hands-on, day-to-day production work of Water Transfer Solutions.

35. Water Transfer Solutions paid Sanders and the Day Rate Workers a flat sum for each day worked, regardless of the number of hours that they worked that day (or in that workweek) and failed to provide them with overtime pay for hours that they worked in excess of 40 hours in a workweek.

36. For example, in July and August of 2017, Water Transfer Solutions paid Sanders a day rate of \$160 a day.

37. Sanders worked every day of the week starting July 30, 2017 and ending August 5, 2017.

38. Sanders was scheduled for at least 12 hours on each of those days.

39. Sanders worked at least 12 hours on each of those days.

40. Thus, Sanders worked in excess of 80 hours that week.

41. However, Water Transfer Solutions did not pay Sanders any overtime pay.

42. Instead, Water Transfer Solutions simply paid Sanders his day rate of \$160 for each of the 7 days, with no overtime compensation whatsoever.

43. Throughout his employment, Sanders regularly worked more than 40 hours in a workweek.

44. But Water Transfer Solutions never paid Sanders overtime.

45. The work Sanders performed was an essential part of producing Water Transfer Solutions's core products and/or services.

46. Sanders did not make any substantial investment in order to perform the work Water Transfer Solutions required of him.

47. Sanders' earning opportunity was based on the number of days Water Transfer Solutions scheduled him to work.

48. Sanders were not required to possess any unique or specialized skillset (other than that maintained by all other individuals working in the same job position) to perform their job duties.

49. For the purposes of an FLSA overtime claim, the Day Rate Workers performed substantially similar job duties related to oil and gas operations in the field.

50. Sanders performed routine manual and technical job duties that were largely dictated by Water Transfer Solutions.

51. All of the Day Rate Workers perform the similar job duties and are subjected to the similar policies and procedures which dictate the day-to-day activities performed by each person.

52. The Day Rate Workers also worked similar hours and were denied overtime as a result of the same illegal pay practice.

53. The Day Rate Workers regularly worked in excess of 40 hours each week.

54. Like Sanders, the Day Rate Workers were generally scheduled for daily shifts of 12 (or more) hours for as many as 7 days in a week.

55. Water Transfer Solutions did not pay Sanders on a salary basis.

56. Water Transfer Solutions did not pay the Day Rate Workers on a salary basis.

57. Water Transfer Solutions paid the Sanders on a day-rate basis.

58. Water Transfer Solutions paid the Day Rate Workers on a day-rate basis.

59. Water Transfer Solutions failed to pay Sanders overtime for hours worked in excess of 40 hours in a single workweek.

60. Water Transfer Solutions failed to pay the Day Rate Workers overtime for hours worked in excess of 40 hours in a single workweek.

61. Water Transfer Solutions knew, or acted with reckless disregard for whether, Sanders and the Day Rate Workers were entitled to unpaid overtime under the FLSA.

62. Water Transfer Solutions's policy of failing to pay Sanders and the Day Rate Workers overtime violates the FLSA and the PMWA because these workers are, for the purposes of the FLSA and PMWA, employees.

63. Water Transfer Solutions's day-rate system violates the FLSA and PMWA because Plaintiff and the other Day Rate Workers did not receive any pay for hours worked over 40 hours each week.

64. Sanders and the Day Rate Workers (including, but not limited to, all members of the Pennsylvania Class) were entitled overtime for all hours worked in excess of 40 hours in each workweek.

FLSA VIOLATIONS

65. Water Transfer Solutions violated, and is violating, the FLSA by employing Sanders and the Day Rate Workers for workweeks longer than 40 hours without paying them overtime.¹

66. Water Transfer Solutions knowingly, willfully, or in reckless disregard carried out this illegal pattern or practice of failing to pay Sanders and the Day Rate Workers overtime.

67. Water Transfer Solutions's failure to pay overtime to Sanders and the Day Rate Workers was not reasonable, nor was the decision not to pay overtime made in good faith.

68. Accordingly, Sanders and the Day Rate Workers are entitled to overtime under the FLSA in an amount equal to 1 and ½ times their rate of pay, plus liquidated damages, attorney's fees and costs.

PMWA VIOLATIONS

69. Sanders brings his claim under the PMWA as a Rule 23 class action.

70. The conduct alleged in this Complaint violates the Pennsylvania Minimum Wage Act (PMWA).

71. Water Transfer Solutions was and is an "employer" within the meaning of the PMWA.

72. At all relevant times, Water Transfer Solutions employed each member of the Pennsylvania Class as an "employee" within the meaning of the PMWA.

73. The PMWA requires an employer like Water Transfer Solutions to pay overtime to all non-exempt employees.

74. The members of the Pennsylvania Class were and are non-exempt employees entitled to overtime pay for all overtime worked.

¹ This same conduct violates numerous state laws. Therefore, following some discovery and the opt-in process, Sanders may seek leave to add additional claims under state laws.

75. For at least 3 years, Water Transfer Solutions had a policy and practice of failing to pay overtime to the Pennsylvania Class for hours worked in excess of 40 hours per week.

76. Because Water Transfer Solutions failed to pay overtime to the Pennsylvania Class, Water Transfer Solutions violated the PMWA.

77. The Pennsylvania Class is entitled to recover their unpaid overtime based on Water Transfer Solutions's failure to pay 1 and ½ time their regular rates of pay for work performed in excess of 40 hours in a week, prejudgment interest of 6% per annum, and such other legal and equitable relief resulting from Water Transfer Solutions's violations of the PMWA as the Court deems just and proper.

78. The Pennsylvania Class also seeks recovery of attorneys' fees and costs of this action to be paid by Water Transfer Solutions, as provided by the PMWA.

CLASS & COLLECTIVE ACTION ALLEGATIONS

79. The illegal pay practices Water Transfer Solutions imposed on Sanders were likewise imposed on the Day Rate Workers.

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

81. Numerous other individuals who worked with Sanders performed similar work, and were not properly compensated for all hours worked as required by state and federal wage laws.

82. Based on his experiences and tenure with Water Transfer Solutions, Sanders are aware that Water Transfer Solutions's illegal practices were imposed on other Day Rate Workers.

83. The Day Rate Workers were denied overtime when they worked in excess of 40 hours per week.

84. Water Transfer Solutions's failure to pay overtime at the rates required by state and/or federal law result from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Day Rate Workers.

85. Sanders' experiences are therefore typical of the experiences of the Day Rate Workers, including but not limited to the Pennsylvania Class.

86. The specific job titles or precise job locations of the various members of the Day Rate Workers do not prevent class or collective treatment.

87. Sanders has no interest contrary to, or in conflict with, the Day Rate Workers.

88. Like each Putative Class Member, Sanders has an interest in obtaining the unpaid overtime wages owed under state and/or federal law.

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

90. Absent a class and collective action, many members of the Day Rate Workers will not obtain redress of their injuries and Water Transfer Solutions will reap the unjust benefits of violating the FLSA and applicable state law.

91. Furthermore, even if some of the Day Rate Workers could afford individual litigation against Water Transfer Solutions, it would be unduly burdensome to the judicial system.

92. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of the Day Rate Workers and provide for judicial consistency.

93. The questions of law and fact common to each of the Day Rate Workers predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether Water Transfer Solutions employed the members of the Class within the meaning of the applicable state and federal statutes, including the FLSA and the PMWA;
- b. Whether Water Transfer Solutions's decision to not pay time and a half for overtime to the members of the Class was made in good faith;

- c. Whether Water Transfer Solutions's violation of the FLSA and the PMWA was willful; and
- d. Whether Water Transfer Solutions's illegal day rate policy were applied to the Day Rate Workers.

94. Sanders and the Day Rate Workers sustained damages arising out of Water Transfer Solutions's illegal and uniform employment policy.

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

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

JURY DEMAND

97. Sanders demand a trial by jury.

RELIEF SOUGHT

98. WHEREFORE, Sanders pray for judgment against Water Transfer Solutions as follows:

- a. An Order designating the Potential Putative FLSA Class as a collective action and permitting the issuance of a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
- b. For an Order designating the Pennsylvania Class as a class action pursuant to Fed. R. Civ. P. 23;
- c. For an Order appointing Sanders and their counsel to represent the interests of the federal collective and the Pennsylvania Class;

- d. For an Order finding Water Transfer Solutions liable to Sanders and the Potential Class Members for unpaid overtime owed under the FLSA, as well as liquidated damages in an amount equal to their unpaid compensation;
- e. For an Order finding Water Transfer Solutions liable to Sanders and the Pennsylvania Class for unpaid overtime owed under the PMWA, as well as liquidated damages in an amount equal to twice their unpaid compensation;
- f. For an Order awarding attorneys' fees, costs and pre- and post-judgment interest at the highest available rates; and
- g. For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

BRUCKNER BURCH PLLC

/s/ Rex Burch

By: _____
Richard J. (Rex) Burch
State Bar No. 24001807
8 Greenway Plaza, Suite 1500
Houston, Texas 77046
713-877-8788 – Telephone
713-877-8065 – Facsimile
rburch@brucknerburch.com

AND

Michael A. Josephson

Fed. Id. 27157
State Bar No. 24014780

Andrew W. Dunlap

Fed Id. 1093163
State Bar No. 24078444

JOSEPHSON DUNLAP LAW FIRM

11 Greenway Plaza, Suite 3050
Houston, Texas 77046
713-352-1100 – Telephone
713-352-3300 – Facsimile
mjosephson@mybackwages.com

adunlap@mybackwages.com

ATTORNEYS IN CHARGE FOR SANDERS

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

Steven Sanders, Individually and for Others Similarly Situated

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

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

Bruckner Burch PLLC, 8 Greenway Plaza, Suite 1500 Houston, Texas 77046

DEFENDANTS

Water Transfer Solutions, LLC

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. Sec. 216(b) - Fair Labor Standards Act. Brief description of cause: Failure to pay overtime as required by federal and state law

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 01/12/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Richard J. (Rex) Burch

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

Date: 1/12/2018

/s/ Richard J. (Rex) Burch

ATTORNEY AT LAW

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

CONSENT TO JOIN WAGE CLAIM

Print Name: Steven M. Sanders

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

Signature:
DocuSigned by:
Steven M. Sanders
BF8DB3AA55E6454

Date Signed: 1/10/2018

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

UNITED STATES DISTRICT COURT

for the

Western District of Pennsylvania



Steve Sanders, Individually and for Others Similarly Situated,

Plaintiff(s)

v.

Water Transfer Solutions, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Water Transfer Solutions, LLC
13459 55TH ST NW
WILLISTON, ND 58801-8926

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:

Richard J. (Rex) Burch
Bruckner Burch PLLC
8 Greenway Plaza, Suite 1500
Houston, Texas 77046
713.877.8788 ph

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: [Lawsuit Against Water Transfer Solutions Seeks to Recover Allegedly Unpaid Overtime Wages](#)
