

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION

DARYL SEAGRAVES individually and on
behalf of all others similarly situated

Plaintiff,

vs.

RANGE RESOURCES CORPORATION

Defendant.

§ Docket No. _____

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JURY TRIAL DEMANDED

CLASS AND COLLECTIVE

ACTION PURSUANT TO

29 U.S.C § 216(b) AND

FED. R. CIV. P. 23

ORIGINAL CLASS AND COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. Daryl Seagraves (“Plaintiff” or “Seagraves”) brings this lawsuit to recover unpaid overtime wages and other damages from Range Resources Corporation (“Defendant” or “Range Resources”) for himself and all others similarly situated under the Fair Labor Standards Act (“FLSA”) and the Pennsylvania Minimum Wage Act (“PMWA”), 43 Pa. Stat. Ann. § 333.104.

2. Plaintiff and the other workers like him were typically scheduled for 12 hour shifts, seven days a week, for weeks at a time. But these workers never received overtime for hours worked in excess of 40 hours in a single workweek. Instead of paying overtime as required by the FLSA and PMWA, Defendant paid these workers a daily rate with no overtime pay and improperly classified them as independent contractors.

3. Plaintiff brings this class and collective action seeks to recover the unpaid overtime wages and other damages owed to these workers, including liquidated damages, attorneys’ fees, and costs.

II. JURISDICTION AND VENUE

4. 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).

5. This Court also has federal jurisdiction over the state law class action pursuant to the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. § 1332(d). The Court also has supplemental jurisdiction over any state law subclasses pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

7. Defendant performs substantial amounts of business in this District and Division and maintains a corporate office in Canonsburg, Washington County, Pennsylvania.

8. Plaintiff and the Putative Class Members (further defined below) worked on behalf of Defendant in this District and Division.

III. THE PARTIES

9. Plaintiff worked exclusively for Defendant for nearly a year as a Drilling Consultant during the relevant statutory time period, including in Pennsylvania. Throughout his employment with Defendant, Plaintiff was classified as an independent contractor. Plaintiff regularly worked more than 40 hours per week without receiving overtime pay as required by the FLSA and the PMWA. Instead, Defendant classified him as an independent contractor and paid him a day-rate. His consent to be a party plaintiff is attached herein as Exhibit A.

10. Plaintiff brings this Action on behalf of himself and all other similarly situated workers who worked for, or on behalf of Defendant, pursuant to the 29 U.S.C. § 216(b) (the “FLSA Class”). The FLSA Class of similarly situated workers that Defendant subjected to the same unlawful policy as Plaintiff is properly defined as follows:

ALL CURRENT AND FORMER OILFIELD WORKERS WHO WORKED FOR, OR ON BEHALF OF, RANGE RESOURCES CORPORATION IN THE PAST THREE YEARS WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY-RATE WITH NO OVERTIME COMPENSATION.

11. Plaintiff also brings this Action on behalf of all similarly situated workers who worked for, or on behalf of, Defendant in Pennsylvania (the “Pennsylvania Class”). The Pennsylvania Class that was subjected to the same unlawful policy as Plaintiff is properly defined as:

ALL CURRENT AND FORMER OILFIELD WORKERS WHO WORKED FOR, OR ON BEHALF OF, RANGE RESOURCES CORPORATION IN PENNSYLVANIA IN THE PAST THREE YEARS WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY-RATE WITH NO OVERTIME COMPENSATION.

12. The members of both the FLSA Class and the Pennsylvania Class are easily ascertainable from Defendant’s business and personnel records.

13. Defendant **Range Resources Corporation** is a Delaware corporation doing business throughout the United States, including in Pennsylvania. Defendant maintains a corporate office in Canonsburg, Washington County, Pennsylvania. Defendant may be served with process by serving its registered agent for service of process, **David P. Poole, at 100 Throckmorton St., Suite 1200, Fort Worth, Texas 76102**, or wherever he may be found.

IV. FACTS

14. Defendant is “a leading U.S. independent oil and natural gas produced with operations focused in stacked-pay projects in the Appalachia Basin and Northern Louisiana.” *See* <http://www.rangeresources.com/company>.

15. In this regard, Defendant boasts that it “has approximately 1 million net acres across Pennsylvania, most of which has stacked pay potential for the Marcellus, Utica and Upper Devonian shale formations” and that it has successfully drilled wells in Washington County, Pennsylvania. *See*

<http://www.rangeresources.com/operations/marcellus-division>.

16. In order to provide oil and natural gas services, Defendant contracts with companies to provide it with employees to perform necessary oilfield work.

17. Many of these individuals who worked for Defendant on a day-rate basis (including in Pennsylvania), were misclassified as independent contractors, and make up the proposed FLSA and Pennsylvania Classes. While exact job titles and job duties may differ, these workers are subjected to the same or similar illegal pay practices for similar work. Specifically, Defendant classified all of these workers as independent contractors and paid them a flat sum for each day worked, regardless of the number of hours that they worked that day (or in that workweek) and failed to provide them with overtime pay for hours that they worked in excess of 40 hours in a workweek, in violation of both the FLSA and PMWA.

18. For example, Plaintiff worked exclusively for Defendant as a Drilling Consultant for nearly a year during the relevant time period. Throughout his employment with Defendant, he was classified as an independent contractor and paid on a day-rate basis. Plaintiff was never paid on a salary basis and never received any weekly guaranteed amount irrespective of the day-rate he received for the days he actually worked. Plaintiff worked well in excess of 40 hours each week while employed by Defendant, often for weeks at time.

19. As a Drilling Consultant, Plaintiff's primary job duties (and the job duties of all other Drilling Consultants employed by Defendant who were classified as independent contractors and paid a day-rate) included coordinating third-party contractors, overseeing work performed on location in accordance with Defendant's policies and procedures, maintaining necessary paperwork and reports required by Defendant, and reporting to Defendant on the progress of the jobsite.

20. The work Plaintiff performed was an essential part of Defendant's core business.

21. During Plaintiff's employment with Defendant while he was classified as an

independent contractor, Defendant exercised control over all aspects of his job. Defendant did not require any substantial investment by Plaintiff in order for him to perform the work required of him. Defendant determined Plaintiff's opportunity for profit and loss. Plaintiff was not required to possess any unique or specialized skillset (other than that maintained by all other workers in his respective position) to perform his job duties. Plaintiff worked exclusively for Defendant as an independent contractor for nearly a year during the relevant time period.

22. Indeed, Defendant controlled all of the significant or meaningful aspects of the job duties performed by Plaintiff.

23. Defendant ordered the hours and locations Plaintiff worked, tools used, and rates of pay received.

24. Even though Plaintiff often worked away from Defendant's offices without the presence of a direct supervisor employed by Defendant, Defendant still controlled all aspects of Plaintiff's job activities by enforcing mandatory compliance with Defendant's policies and procedures.

25. No real investment was required of Plaintiff to perform his job. More often than not, Plaintiff utilized equipment provided by Defendant to perform his job duties. Plaintiff did not provide the equipment he worked with on a daily basis. Defendant or its clients made the large capital investments in buildings, machines, equipment, tools, and supplied in the business in which Plaintiff worked.

26. Plaintiff did not incur operating expenses like rent, payroll, marketing, and insurance.

27. Plaintiff was economically dependent on Defendant during his employment.

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

29. Defendant directly determined Plaintiff's opportunity for profit and loss. Plaintiff's

earning opportunity was based on the number of days Defendant scheduled him to work and the amount he was paid was “take it or leave it.”

30. Very little skill, training, or initiative was required of Plaintiff to perform his job duties.

31. Plaintiff's daily and weekly activities were routine and largely governed by standardized plans, procedures, and checklists created by Defendant. Virtually every job function was predetermined by Defendant, including the tools to use at a job site, the schedule of work, and related work duties. Plaintiff was prohibited from varying his job duties outside of the predetermined parameters. Moreover, Plaintiff's job functions were primarily technical and manual labor in nature, requiring little to no official training, much less a college education or other advanced degree. Plaintiff did not have any true supervisory or management duties. Finally, for the purposes of an FLSA and PMWA overtime claim, the members of the FLSA and Pennsylvania Classes performed substantially similar job duties related to servicing oil and gas operations in the field.

32. Plaintiff performed routine manual and technical labor duties that were largely dictated by Defendant.

33. Plaintiff worked for Defendant for nearly a year as an independent contractor during the relevant time period. Plaintiff was not employed by Defendant on a project-by-project basis. In fact, while Plaintiff was classified as an independent contractor, he was regularly on call for Defendant and was expected to drop everything and work whenever needed.

34. All members of both the FLSA and Pennsylvania Classes perform the same or similar job duties and are subjected to the same or similar policies and procedures, which dictate the day-to-day activities performed by each person.

35. The members of the FLSA and Pennsylvania Classes also worked similar hours and

were denied overtime as a result of the same illegal pay practice. The members of the FLSA and Pennsylvania Classes all worked in excess of 40 hours each week and were often scheduled for 12 hour shifts for weeks at a time. Instead of paying them overtime, Defendant paid the members of the FLSA and Pennsylvania Classes a day-rate and misclassified them as independent contractors. Defendant denied the members of the FLSA and Pennsylvania Classes overtime for any and all hours worked in excess of 40 hours in a single workweek.

36. Defendant did not pay the members of FLSA and Pennsylvania Classes on a salary basis. Defendant never guaranteed the members of the FLSA and Pennsylvania Classes any predetermined weekly amount irrespective of the day-rates they received for the days that they actually worked. If members of the FLSA and Pennsylvania Classes performed no work during a given workweek, Defendant did not pay them any amount for that workweek.

37. Defendant's policy of failing to pay its independent contractors, including Plaintiff, overtime violates the FLSA and PMWA because these workers are, for all purposes, employees performing non-exempt job duties.

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

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

40. All of these employees do not receive overtime, despite working well in excess of 40 hours in a single work week.

41. Further, these individuals makeup the proposed FLSA and Pennsylvania Classes. While exact job titles may differ, these workers are subjected to the same or similar illegal pay practices for similar work.

42. Defendant denied Plaintiff overtime pay as a result of a widely applicable, illegal pay practice. Plaintiff was misclassified as an independent contractor and regularly worked in excess of 40 hours a week, but never received overtime compensation.

43. Defendant's day-rate system violates the FLSA and the PMWA because Plaintiff and those similarly situated did not receive any overtime pay for hours worked over 40 hours each week.

V. COVERAGE UNDER THE FLSA

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

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

46. At all times hereinafter mentioned, Defendant has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had and has 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).

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

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

49. Defendant's uniform misclassification of Plaintiff and the FLSA Class as independent contractors does not alter their status as employers for purposes of this FLSA collective action.

VI. FLSA VIOLATIONS

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

51. Defendant knowingly, willfully, or in reckless disregard carried out this illegal pattern or practice of failing to pay the FLSA Class overtime compensation. Defendant's failure to pay overtime compensation to these workers was neither reasonable, nor was the decision not to pay overtime made in good faith.

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

VII. PMWA VIOLATIONS

53. Plaintiff brings this claim under the PMWA as a Rule 23 class action.

54. The conduct alleged violates the PMWA (43 Pa. Stat. Ann. § 333.104).

55. At all relevant times, Defendant was subject to the requirements of the PMWA.

56. At all relevant times, Defendant employed Plaintiff and each member of the Pennsylvania Class as an "employee" within the meaning of the PMWA.

57. Class Members who possess Pennsylvania state law claims are members of the Pennsylvania Class.

58. The PMWA requires employers like Defendant to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week. Plaintiff and each member of the Pennsylvania Class are entitled to overtime pay under the PMWA.

59. Defendant had a policy and practice of misclassifying Plaintiff and each member of the Pennsylvania class as independent contractors and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

60. Plaintiff and each member of the Pennsylvania Class seek unpaid overtime in amount equal to 1.5 times the regular rate of pay for work performed in excess of 40 hours in a workweek, prejudgment interest, all available penalty wages, and such other legal and equitable relief as the Court deems just and proper.

61. Plaintiff and each member of the Pennsylvania Class also seek recovery of attorneys' fees, costs, and expenses of this Action, to be paid by Defendant, as provided by the PMWA.

VIII. CLASS & COLLECTIVE ACTION ALLEGATIONS

62. Plaintiff incorporates all preceding paragraphs and alleges that the illegal pay practices Defendant imposed on Plaintiff were likewise imposed on members of the FLSA and Pennsylvania Classes.

63. Numerous workers were victimized by Defendant's pattern, practice, and policy of classifying its employees as independent contractors and failing to pay them overtime in violation of the FLSA and PMWA.

64. The members of the FLSA and Pennsylvania Classes are similarly situated to Plaintiff in all relevant respects.

65. The members of the FLSA and Pennsylvania Classes all were classified as independent contractors, were paid a day-rate, regularly worked in excess of 40 hours per week, and were not paid overtime compensation.

66. Defendant's failure to pay wages and overtime compensation at the rates required by the FLSA and the state laws of Pennsylvania result from generally applicable, systematic policies and practices which are not dependent on the personal circumstances of the members of the FLSA and Pennsylvania Classes.

67. While the precise job duties performed by members of the FLSA and Pennsylvania Classes might vary somewhat, these differences do not matter for the purposes of determining entitlement to overtime. Nor do any differences in job duties matter for determining whether Defendant's failure to pay overtime is legal (it is not).

68. The members of the FLSA and Pennsylvania Classes are all entitled to overtime after 40 hours in a week. Because Defendant uniformly misclassified these workers as independent contractors and denied the FLSA and Pennsylvania Classes overtime for all hours worked over 40 hours in a work week, Plaintiff and the FLSA and Pennsylvania Classes are similarly situated within the meaning of both the FLSA and the PMWA.

69. Defendant employed numerous employees like Plaintiff throughout the United States over the past three (3) years, including in Pennsylvania. The members of the FLSA and Pennsylvania Classes are geographically disbursed, residing and working in multiple states.

70. Because the members of the FLSA and Pennsylvania Classes do not have fixed work locations, these individuals may work in different states across the country in the course of a given year.

71. Numerous employees have been victimized by Defendant's pattern, practice, and policy of failing to pay overtime for all hours worked over 40 which are in willful violation of the FLSA and PMWA.

72. Numerous other employees who worked with Plaintiff have indicated they were paid in the same manner, performed similar work, and were not properly compensated for all hours worked as required by the FLSA and the state wage laws of Pennsylvania.

73. Based on his experiences and tenure with Defendant, Plaintiff is aware that the illegal practices or policies of Defendant that have been imposed on the FLSA and Pennsylvania Classes.

74. Plaintiff's experiences are therefore typical of the experiences of the FLSA and Pennsylvania Classes.

75. Plaintiff has no interests contrary to, or in conflict with, members of the FLSA or Pennsylvania Classes. Like each member of the FLSA Class and the Pennsylvania Class, Plaintiff has an interest in obtaining the unpaid overtime wages owed under the FLSA and the state laws of Pennsylvania.

76. Absent a class or collective action, many members of the FLSA and Pennsylvania Classes likely will not obtain redress of their injuries and Defendant will retain the proceeds of its violations of the FLSA and PMWA.

77. Individual litigation would be unduly burdensome to the judicial system.

78. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

79. The questions of law and fact common to each member of the FLSA Class and the Pennsylvania Class predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- (a) Whether Defendant employed members of the FLSA and Pennsylvania Classes within the meaning of the applicable state and federal statutes, including the FLSA and PMWA;

- (b) Whether members of the FLSA and Pennsylvania Classes were improperly classified by Defendant as independent contractors;
- (c) Whether members of the FLSA and Pennsylvania Classes were improperly classified by Defendant as exempt from overtime compensation;
- (d) Whether Defendant's decision to classify the members of the FLSA and Pennsylvania Classes as independent contractors was made in good faith;
- (e) Whether Defendant's decision to not pay time and a half for overtime compensation to the members of the FLSA and Pennsylvania Classes was made in good faith;
- (f) Whether Defendant's decision to classify the members of the FLSA and Pennsylvania Classes as exempt was made in good faith;
- (g) Whether Defendant's violation of the FLSA and PMWA was willful; and
- (h) Whether Defendant's illegal pay practice was applied uniformly across the nation to members of all Classes.

80. Plaintiff's claims are typical of the members of both the FLSA Class and the Pennsylvania Class. Plaintiff and members of the FLSA and Pennsylvania Classes have sustained damages arising out of Defendant's illegal and uniform employment policy.

81. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class action.

82. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a collective action.

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

IX. JURY DEMAND

84. Plaintiff hereby demands a jury.

X. RELIEF SOUGHT

85. WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- (a) For an Order certifying the Pennsylvania Class as a class action under FED. R. CIV. P. 23 for the purposes of claims brought under Pennsylvania state law, including the PMWA;
- (b) For an Order conditionally certifying this case as a collective action for the purposes of claims brought under the FLSA;
- (c) For an Order finding Defendant liable for violations of Pennsylvania state and federal wage laws with respect to Plaintiff and all members of the FLSA and Pennsylvania Classes;
- (d) For a judgment awarding all unpaid wages, liquidated damages, and/or penalty damages to Plaintiff and all members of the FLSA and Pennsylvania Classes;
- (e) For a judgment awarding Plaintiff and all members of the FLSA and Pennsylvania Classes their attorney fees and costs relating to this Action;
- (f) For a judgment awarding Plaintiff and all members of the FLSA and Pennsylvania Classes pre- and post-judgment interest at the highest rates allowed by law; and
- (g) For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: /s/ Joshua P. Geist

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ATTORNEYS IN CHARGE FOR PLAINTIFF

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

DARYL SEAGRAVES, individually and on behalf of all others similarly situated,

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

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

Joshua P. Geist, Goodrich & Geist, PC, 3634 California Ave., Pittsburgh, PA 15212

DEFENDANTS

RANGE RESOURCES CORPORATION

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

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, 6 Multidistrict Litigation

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. § 216(b)
Brief description of cause: Violation of the Fair Labor Standards Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/01/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Joshua P. Geist

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print Save As... Reset

JS 44AREVISED 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: 08/01/2017

Joshua P. Geist

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six 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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

EXHIBIT A

CONSENT TO JOIN WAGE CLAIM

Print Name: Daryl T Seagraves

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

Signature: Daryl T Seagraves

Date Signed: 8-1-17

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

UNITED STATES DISTRICT COURT

for the

Western District of Pennsylvania

DARYL SEAGRAVES, individually and on behalf of
all others similarly situated

Plaintiff(s)

v.

RANGE RESOURCES CORPORATION

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Range Resources Corporation
By and through its registered agent:
David P. Poole
100 Throckmorton St., Suite 1200
Fort Worth, TX 76102

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: Joshua P. Geist
Goodrich & Geist, PC
3634 California Ave.
Pittsburg, PA 15212

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Range Resources Misclassifies Employees, Denies Overtime Wages](#)
