

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

ANTHONY CHUSS, Individually and on	)	
Behalf of All Other Persons Similarly Situated,	)	
	)	
Plaintiffs,	)	<b>COLLECTIVE AND</b>
	)	<b>CLASS ACTION COMPLAINT</b>
v.	)	
	)	<b>Jury Trial Demanded</b>
REDNER’S MARKETS, INC., d/b/a	)	
REDNER’S,	)	Civil Action No.
	)	
Defendant.	)	
	)	
	)	

**INTRODUCTION**

Plaintiffs Anthony Chuss (“Plaintiff”), individually and on behalf of all others similarly situated, through counsel, upon personal knowledge and upon information and belief as to other matters, files this Collective and Class Action Complaint (the “Complaint”) against Defendant Redner’s Markets, Inc. (“Redner’s” or “Defendant”), seeking all available relief under (1) the Fair Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, and (2) the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, *et seq.* (“PMWA”) and 34 Pa. Code §§ 231.41 and 231.43(d)(3). The following allegations are based on Plaintiff’s personal knowledge and belief and upon information made known to Plaintiff.

**NATURE OF THE ACTION**

1. This action seeks to recover unpaid overtime compensation under the FLSA for Plaintiff, and other current and former employees working in salaried grocery department manager-titled positions (Deli, Meat, and Produce Manager) in the United States for which they were classified and paid by Defendant as exempt from all state and federal overtime pay laws, who worked more than 40 hours in any given workweek, from three years before the date this

Complaint was filed until entry of judgment in this matter (the “Relevant Time Period”) (collectively “DMs”), and who elect to opt into this action pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) (the “Collective.”)

2. This action also seeks to recover unpaid overtime compensation under the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, *et seq.* (“PMWA”) and 34 Pa. Code §§ 231.41 and 231.43(d)(3), for Plaintiff and other DMs who worked more than 40 hours in any given work week at a Redner’s location in Pennsylvania during the Relevant Time Period, pursuant to Fed. R. Civ. P. 23 (the “Pennsylvania Class”).

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over Plaintiff’s FLSA claims pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 and supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. §§ 1332 and 1367.

4. Venue is proper pursuant to 28 U.S.C. § 1391 because Defendant resides in this District.

5. Defendant regularly conducts business in this district.

6. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

### **THE PARTIES**

7. Plaintiff is an individual residing in Pennsylvania.

8. Plaintiff was employed by and was permitted to work for Defendant as a DM from 2019 at the Higgins store location in Schuylkill County, until approximately May 2021 when he was transferred back to the Palmyra store location in Lebanon County where he worked until approximately November 2022.

9. Plaintiff has consented in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b), and a copy of his consent is attached hereto as Exhibit A.

10. Defendant is a corporation organized and existing under the laws of Pennsylvania, with its principal offices at 3 Quarry Rd, Reading, PA 19605-9787.

11. According to its website, Defendant has 44 warehouse markets (grocery stores) and 20 quick shoppes throughout Pennsylvania, Maryland and Delaware, including at least 25 grocery stores in Pennsylvania.

12. At all times relevant herein, Defendant has been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and the PMWA.

13. At all times relevant herein, Defendant has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

14. At all times relevant herein, Defendant is and was engaged in business in the Commonwealth of Pennsylvania so that the exercise of jurisdiction over Defendant is proper.

15. At all times relevant herein, Defendant has been an enterprise engaged in commerce or the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA because it 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 moved in or were produced for commerce by any person, 29 U.S.C. § 203(s)(1). Further, Defendant has had (and has) an annual gross volume of sales, made or done business in an amount of at least \$500,000.

16. At all times relevant herein, Plaintiff and DMs were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-207.

17. Defendant issued paychecks to Plaintiff and DMs during their employment.

18. Defendant suffered, permitted or directed the work of Plaintiff and DMs, and Defendant benefited from work performed by Plaintiff and DMs.

19. Pursuant to Defendant's policy, pattern, and practice, Defendant did not pay Plaintiff and other DMs proper overtime wages for hours they worked for Defendant's benefit in excess of 40 hours in a workweek.

### **FACTUAL ALLEGATIONS**

20. Defendant employed Plaintiff and the putative Collective and Pennsylvania Class members as DMs.

21. Defendant maintains control, oversight, and discretion over the operation of its retail grocery stores, including its employment practices with respect to Plaintiff and the putative Collective and Pennsylvania Class.

22. Plaintiff and the putative Collective and Pennsylvania Class performed work as DMs that was integrated into the normal course of Defendant's business.

23. Consistent with Defendant's policy, pattern and/or practice, Plaintiff and the putative Collective and Pennsylvania Class regularly worked in excess of 40 hours per workweek without being paid premium overtime wages.

24. During his time as a DM, Plaintiff routinely worked more than 40 hours a week but was not paid overtime premiums in the amount required by state and federal law for non-exempt employees for the hours he worked in excess of 40.

25. Defendant assigned all of the work performed by Plaintiff and the putative Collective and Pennsylvania Class members, and is aware of all the work that they have performed.

26. The work primarily performed by Plaintiff and the putative Collective and Pennsylvania Class members required no capital investment, and did not include managerial responsibilities or the exercise of meaningful independent judgment and discretion.

27. Throughout the Relevant Time Period, Plaintiff and the putative Collective and Pennsylvania Class members performed the same primary job duties, including many or all of the following examples: waiting on and servicing customers, preparing orders, preparing and displaying food products for sale, unloading, stocking, maintaining and keeping replenished the product offerings, and cleaning.

28. Throughout the Relevant Time Period, the primary job duties of Plaintiff and the putative Collective and Pennsylvania Class members did not include: hiring, firing, disciplining, directing the work of other employees, or exercising meaningful independent judgment and discretion.

29. The primary job duties of Plaintiff and the putative Collective and Pennsylvania Class members did not materially differ from the duties of non-exempt hourly paid employees, which included many duties that were manual and non-exempt in nature. The performance of manual labor and non-exempt duties occupied the vast majority of Plaintiff's and the putative Collective and Pennsylvania Class members' working hours.

30. Pursuant to a centralized, company-wide policy, pattern and/or practice, Defendant internally classified all DMs as exempt from the overtime provisions of the FLSA and state law.

31. Upon information and belief, Defendant did not perform a person-by-person analysis of the job duties of DMs when making the decision to classify all of them uniformly as exempt from the overtime protections of the FLSA and state law.

32. Based on information and belief, Defendant established labor budgets to cover labor costs for the stores in which Plaintiff and DMs worked and the wages of Defendant's store-level employees were deducted from the labor budgets. However, based on information and belief, Defendant did not provide sufficient money in the labor budgets for personnel internally classified by Defendant as non-exempt to cover all hours needed to complete the necessary manual and non-exempt tasks in each store. Defendant knew or recklessly disregarded the fact that the underfunding of store labor budgets resulted in Plaintiff and other DMs (who were not paid overtime) working more than 40 hours in a workweek without receiving any additional overtime premium compensation, which allowed Defendant to avoid paying additional wages (including overtime) to the non-exempt, store-level employees.

33. Based on information and belief, Defendant knew, by virtue of the fact that their Store Managers and other personnel at higher reporting or in-store hierarchical management levels (as its authorized agents) actually saw Plaintiff and other DMs perform primarily manual labor and non-exempt duties, that as a result of the underfunded labor budgets the amount of money available to pay internally classified non-exempt employees to perform such work was limited (and, ultimately, insufficient). Based on information and belief, Defendant knew that Plaintiff and other DMs were performing the work of non-exempt employees and, based on their actual job duties, DMs did not fall within any FLSA or Pennsylvania law overtime exemptions. Based on information and belief, Defendant was aware of its obligations under the FLSA and the laws of Pennsylvania, and acted willfully and/or recklessly in failing to classify and pay Plaintiff and other DMs as non-exempt employees.

34. Defendant's unlawful conduct, as described above, was willful and/or in reckless disregard of the FLSA, and accomplished through Defendant's centralized, company-wide policy, pattern, and practice of minimizing labor costs by violating the FLSA.

35. As part of its regular business practice, Defendant intentionally, willfully, and repeatedly engaged in a policy, pattern, and practice of violating the FLSA with respect to Plaintiff and the putative Collective. This policy, pattern, and practice includes, but it is not limited to, Defendant's knowledge of its obligations and the kind of work that Plaintiff and the putative Collective were, and have been, performing. As a result, Defendant has:

- a. willfully misclassified Plaintiff and members of the Collective;
- b. willfully failed to pay Plaintiff and the members of the Collective overtime wages for hours they worked in excess of 40 hours per week; and
- c. willfully failed to provide enough money in its store-level labor budgets for non-exempt employees to perform their duties and responsibilities, forcing DMs to perform such non-exempt tasks.

36. Defendant's willful violations of the FLSA are further demonstrated by the fact that during the course of the Collective Period and continuing to the present, Defendant has failed to maintain accurate and sufficient time records for Plaintiff and the members of the Collective. Defendant acted recklessly or in willful disregard of the FLSA by instituting a policy and/or practice that did not allow Plaintiff and the members of the Collective to record all hours worked.

37. Due to the foregoing, Defendant's failure to pay overtime wages for work performed by the Collective in excess of 40 hours per workweek was willful and/or reckless, and has been widespread, repeated and consistent.

**FLSA COLLECTIVE ACTION ALLEGATIONS**

38. Pursuant to 29 U.S.C. §§ 207 and 216(b), Plaintiff seeks to prosecute his FLSA claims as a Collective Action on behalf of all persons who are or were formerly employed by Defendant as DMs, and individuals holding comparable salaried positions but with different titles, within the United States at any time during the Relevant Time Period.

39. Defendant is liable under the FLSA for, *inter alia*, failing to pay premium overtime wages to Plaintiff and other similarly situated employees.

40. Upon information and belief, there are likely dozens of similarly situated current and former DMs who have not been paid premium overtime wages in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join. Thus, notice should be sent to the Collective Action Members pursuant to 29 U.S.C. § 216(b).

41. The similarly situated employees are known to Defendant, are readily identifiable, and can be located through Defendant's records.

**PENNSYLVANIA CLASS ALLEGATIONS**

42. Pursuant to Fed. R. Civ. P. 23(a), (b)(2) and (b)(3), Plaintiff seeks to prosecute his PMWA claims as a class action on behalf of all persons who are or were formerly employed by Defendant as DMs at any time during the Relevant Time Period (the "Pennsylvania Class").

43. The persons in the Pennsylvania Class are so numerous that their joinder is impracticable.

44. There are questions of law and fact common to the Pennsylvania Class and such questions predominate over questions solely affecting individual members of the Class (for



example, whether Defendant has misclassified DMs as exempt from the overtime provisions of the PMWA).

45. Plaintiff's claims are typical of the claims of the Pennsylvania Class, Plaintiff is an adequate representative to fairly prosecute the interests of the Class, and he has retained competent counsel to advance the interests of the Class.

46. A class action is superior to other methods of adjudicating the PMWA misclassification and failure to pay wages claims set forth in this case.

**FIRST CAUSE OF ACTION**  
**(FLSA: UNPAID OVERTIME WAGES)**  
**(Brought on Behalf of Plaintiff and All Collective Action Members)**

47. Plaintiff, on behalf of themselves and all Collective Action Members, re-allege and incorporate by reference paragraphs 1 through 46 as if they were set forth again herein.

48. At all relevant times, Defendant has been, and continues to be, an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

49. At all relevant times, Defendant has been, and continues to be, an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

50. At all relevant times, Defendant employed Plaintiff, and employed, or continue to employ, each of the Collective Members within the meaning of the FLSA.

51. Defendant has engaged in a widespread pattern and practice of violating the FLSA, as described in this Complaint.

52. The overtime wage provisions set forth in 29 U.S.C. §§ 201, *et seq.*, apply to Defendant.

53. At all relevant times and continuing to the present, Defendant has had a policy and practice of refusing to pay premium overtime compensation to their DMs for hours worked in excess of 40 hours per workweek.

54. As a result of Defendant's willful failure to compensate its employees, including Plaintiff and the Collective Members, at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, Defendant has violated and, continues to violate, the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a).

55. As a result of Defendant's willful failure to record time and compensate its employees, including Plaintiff and the Collective Members, Defendant failed to make, keep, and preserve records with respect to each of its employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a).

56. As a result of Defendant's policy and practice of minimizing labor costs by underfunding labor budgets for their stores, Defendant knew or recklessly disregarded the fact that Plaintiff and the Collective Members were primarily performing manual labor and non-exempt tasks.

57. Due to Defendant's (a) failure to provide enough labor budget funds, (b) failure to take into account the impact of the underfunded labor budgets on the job duties of Plaintiff and the Collective Members, (c) actual knowledge, through their store-level and district managers that the primary duties of Plaintiff and the Collective Members were manual labor and other non-exempt tasks, (d) failure to perform a person-by-person analysis of Plaintiff's and the Collective Members' job duties to ensure that they were performing exempt job duties, (e)

policy and practice that did not allow Plaintiff and Collective Members to record all hours worked, Defendant knew and/or showed reckless disregard that its conduct was prohibited by the FLSA. 29 U.S.C. § 255(a).

58. As a result of Defendant's FLSA violations, Plaintiff, on behalf of himself and the Collective Members, is entitled to (a) recover from Defendant their unpaid wages for all of the hours worked by them, as premium overtime compensation; (b) recover an additional, equal amount as liquidated damages for Defendant's willful violations of the FLSA; and, (c) recover their unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

59. Defendant's violations of the FLSA have been willful, thus a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

**SECOND CAUSE OF ACTION**  
**(PMWA: UNPAID OVERTIME WAGES)**  
**(Brought on Behalf of Plaintiff and the Pennsylvania Class)**

60. Plaintiff and the Pennsylvania Class re-allege and incorporate by reference paragraphs 1-37 and 42-46 as if they were set forth again herein.

61. At all relevant times, Plaintiff and each of the Pennsylvania Class Members were "employees" of Defendant within the meaning of the PMWA, 43 P.S. § 333.103(g).

62. At all relevant times, Defendant was an "employer" within the meaning of the PMWA, 43 P.S. § 333.103(h).

63. Defendant misclassified Plaintiff and Pennsylvania Class Members as exempt from the overtime provisions of the PMWA and failed to pay them overtime for hours worked in excess of 40 in a workweek.

64. Plaintiff and Pennsylvania Class Members consistently worked more than 40

hours in a workweek without being paid overtime compensation.

65. Plaintiff and Pennsylvania Class Members are entitled, pursuant to 43 P.S. § 333.113, to receive actual damages in the amount of all unpaid overtime wages owed by Defendant.

66. Plaintiff and Pennsylvania Class Members are also entitled to receive pre- and post-judgment interest on all unpaid overtime wages owed by Defendant.

67. Plaintiff and Pennsylvania Class Members are also entitled, pursuant to 43 P.S. § 333.113 to an award of reasonable attorneys' fees, expert fees, expenses, and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff and the Collective Members and Pennsylvania Class Action Members are entitled to and pray for the following relief:

- a. Designation of this action as an FLSA collective action on behalf of Plaintiff and the Collective Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b), to all similarly situated members of the Collective, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents pursuant to 29 U.S.C. § 216(b);
- b. Certification of this action as a class action on behalf of Pennsylvania Class Members and prompt issuance of a notice to all similarly-situated persons, apprising them of the pendency of this action, permitting them to opt-out or to be bound by any judgment in the matter;
- c. A declaratory judgment that the practices complained of are unlawful under the FLSA and PMWA;
- d. An injunction requiring Defendant to cease its unlawful practices;

- e. An award of unpaid wages for all hours worked in excess of 40 hours in a workweek, at a rate of one and one-half times the regular rate of pay under the FLSA and PMWA using the following common methodology for calculating damages:  $(\text{Annual Salary} \div 52) \div 40) \times \text{Total Number of Overtime Hours Worked} \times 1.5$ ;
- f. An award of liquidated damages under the FLSA to Plaintiff and Collective Action Members as a result of Defendant's willful failure to pay for all hours worked in excess of 40 hours in a workweek, at a rate of one and one-half times the regular rate of pay pursuant to 29 U.S.C. § 216;
- g. An award of damages representing the employer's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes;
- h. An award of prejudgment and post-judgment interest;
- i. An award of costs and expenses of this action together with reasonable attorneys' and expert fees and an award of a service payment to the Plaintiff; and
- j. Such other and further relief as this Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Pursuant to FED. R. CIV. P. 38(b), Plaintiff demands a trial by jury on all questions of fact raised by the Complaint.

Dated: August 15, 2024

By:       s/ Sarah Schalman-Bergen      

Sarah R. Schalman-Bergen  
(Pa. Bar No. 206211)  
Krysten Connon  
(Pa. Bar No. 314190)  
LICHTEN & LISS-RIORDAN, P.C.  
729 Boylston St., Suite 2000

Boston, MA 02116  
Tel: (617) 994-5800  
ssb@llrlaw.com  
kconnon@llrlaw.com

C. Andrew Head\*  
Bethany Hilbert\*  
Head Law Firm, LLC  
4422 N. Ravenswood Ave.  
Chicago, IL 60640  
Tel: (404) 924-4151  
Fax: (404) 796-7338  
Email: ahead@headlawfirm.com  
bhilbert@headlawfirm.com

***Attorneys for Plaintiff, the Collective, and the  
Pennsylvania Class***

\*to seek admission *pro hac vice*

# **EXHIBIT A**

**CONSENT FORM**

I hereby consent to join a court action against Redner's ("Defendant") to recover any unpaid overtime and/or other damages that I may be owed under the Fair Labor Standards Act, 29 U.S.C. §201, *et. seq.*, (the "FLSA") as a result of my employment as a salary-paid department manager.

DATE: 08/12/2024

SIGNATURE: 

PRINTED NAME: Anthony Chuss





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

Anthony Chuss

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

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

Sarah Schalman-Bergen, Lichten & Liss-Riordan, 729 Boylston St, St. 2000, Boston, MA 02116, 617-994-5800

DEFENDANTS

Redner's Markets, Inc.

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 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)

Click here for: Nature of Suit Code Descriptions.

Table with 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, Personal Injury, Real Estate, Labor, 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 - 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. § 201, et seq. Brief description of cause: Unpaid overtime wages

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: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

8/15/2024 /s/ Sarah Schalman-Bergen

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**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.  
 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.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

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

Address of Plaintiff: Boyertown, Berks County, Pennsylvania

Address of Defendant: 3 Quarry Rd, Reading, PA 19605-9787

Place of Accident, Incident or Transaction: Redner's locations in Pennsylvania and nationwide

RELATED CASE IF ANY:

Case Number: Judge: Date Terminated

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

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

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

DATE: /s/ Sarah Schalman-Bergen PA Bar No. 206211
Attorney-at-Law (Must sign above) Attorney I.D. # (if applicable)

Civil (Place a checkmark in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Wage and Hour Class Action/Collective Action
6. Patent
7. Copyright/Trademark
8. Employment
9. Labor-Management Relations
10. Civil Rights
11. Habeas Corpus
12. Securities Cases
13. Social Security Review Cases
14. Qui Tam Cases
15. All Other Federal Question Cases. (Please specify):

B. Diversity Jurisdiction Cases:

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

ARBITRATION CERTIFICATION

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

I, Sarah Schalman-Bergen, counsel of record or pro se plaintiff, do hereby certify:

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

Relief other than monetary damages is sought.

DATE: August 15, 2024 /s/ Sarah Schalman-Bergen PA Bar No. 206211
Attorney ID # (if applicable)

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