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

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|---|---|
| **RICK BONDS**, individually and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>**MXR IMAGING, INC.**,<br><br>Defendant. | Civil Action No.: _____<br><br>**COLLECTIVE AND CLASS ACTION COMPLAINT**<br><br>**JURY TRIAL DEMANDED** |

## COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff Rick Bonds ("Plaintiff"), individually and on behalf of all others similarly situated, brings this Collective and Class Action Complaint against Defendant MXR Imaging, Inc. ("MXR" or "Defendant") and alleges as follows:

## INTRODUCTION

1. This is a wage-and-hour action to recover unpaid overtime wages owed to field service engineers who service medical imaging equipment for Defendant.

2. Defendant classifies field service engineers as exempt from overtime, pays them on a salary basis, and does not pay overtime compensation when they work more than forty (40) hours in a workweek.

3. Field service engineers perform non-exempt field-service work, including traveling to customer sites, troubleshooting, repairing, servicing, installing, de-installing, and maintaining medical imaging equipment.

4. Field service engineers regularly work more than forty (40) hours in a workweek. Their work includes on-site service calls, required travel, driving time, waiting time, paperwork, expense reports, emails, calls, after-hours work, weekend work, and other job-related tasks.

5. Defendant does not pay field service engineers one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

6. Defendant sometimes pays additional amounts labeled as after-hours pay or overtime pay period compensation. Those payments confirm that Defendant knows field service engineers perform work outside regular business hours, but they do not reflect payment of all overtime premiums required by law.

7. Plaintiff brings this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Sections 201 *et seq*., on behalf of himself and similarly situated employees pursuant to 29 U.S.C. Section 216(b).

8. Plaintiff also brings state-law overtime claims individually and on behalf of Rule 23 classes of field service engineers who perform work in Michigan, Pennsylvania, Maryland, Virginia, Massachusetts, New Jersey, New York, Connecticut, Illinois, and Kentucky.

## JURISDICTION AND VENUE

9. This Court has subject-matter jurisdiction over Plaintiff's FLSA claim pursuant to 28 U.S.C. Section 1331 because that claim arises under federal law.

10. This Court has supplemental jurisdiction over Plaintiff's state-law overtime claims pursuant to 28 U.S.C. Section 1367 because those claims arise from the same employment relationship, classification practices, pay practices, overtime practices, travel practices, and compensable-work-time practices as Plaintiff's FLSA claim.

11. This Court has personal jurisdiction over Defendant because Defendant is registered to do business in Pennsylvania as a foreign business corporation and has consented to the general jurisdiction of Pennsylvania courts under 42 Pa. Cons. Stat. Section 5301 and *Mallory v. Norfolk Southern Railway Co*., 600 U.S. 122 (2023).

12. Defendant is registered in Pennsylvania as an active foreign business corporation. Its Pennsylvania entity number is 7048570, its initial Pennsylvania filing date is April 8, 2020, it was formed in California, and its registered office provider in Pennsylvania is CT Corporation System.

13. Defendant also purposefully availed itself of the privilege of conducting business in Pennsylvania by registering to do business in Pennsylvania, maintaining a registered office provider in Pennsylvania, and employing or assigning field service engineers to perform work in Pennsylvania.

14. Venue is proper in this District pursuant to 28 U.S.C. Section 1391 because Defendant is subject to personal jurisdiction in Pennsylvania and because a substantial part of the events or omissions giving rise to the claims occurred in Pennsylvania, including field-service work and related travel, pay, and overtime practices affecting field service engineers.

## PARTIES

15. Plaintiff Rick Bonds is an adult individual who resides in Wayne County, Michigan.

16. Defendant employed Plaintiff as a salaried CT/MRI/PET-CT Field Service Engineer, a position referred to herein as a field service engineer.

17. Defendant is a corporation formed under the laws of California.

18. Defendant is registered to do business in Pennsylvania as an active foreign business corporation.

19. Defendant maintains its principal corporate office at 4909 Murphy Canyon Road, Suite 120, San Diego, California 92123.

20. At all relevant times, Defendant was Plaintiff's employer within the meaning of the FLSA and the state overtime laws asserted in this Complaint.

21. At all relevant times, Defendant was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA. Defendant employed employees engaged in commerce, handled goods, equipment, materials, supplies, communications, instrumentalities, and records that moved in interstate commerce, and operated a multi-state field-service business.

22. At all relevant times, Defendant's annual gross volume of sales made or business done exceeded $500,000.

## FACTUAL ALLEGATIONS[1]

23. Plaintiff began working for Defendant on or about January 6, 2025.

24. Plaintiff worked for Defendant through at least May 2026 and possibly thereafter.

25. Plaintiff's job title was CT/MRI/PET-CT Field Service Engineer.

26. Defendant classifies the CT/MRI/PET-CT Field Service Engineer position as exempt from the FLSA.

27. Defendant pays field service engineers on a salary basis.

28. Defendant's payroll records identify Plaintiff's pay type as salary.

29. Plaintiff's regular salary was commonly reflected on pay records as regular earnings for an 80-hour biweekly pay period.

30. Field service engineers travel and execute service requests, including repairs, planned maintenance, equipment de-installations, and equipment installations.

31. Field service engineers troubleshoot and resolve technical issues using a laptop and other equipment.

[1] Unless specifically noted, the allegations herein apply to the period of six (6) years preceding the commencement of this action through the date of judgment.

32. Field service engineers work with CT, MRI, PET-CT, and other medical imaging equipment.

33. Field service engineers perform on-demand phone support, on-site support, planned maintenance, paperwork, customer communications, material handling, site and technical support, customer and sales-force communications, and related field-service tasks.

34. Field service engineers travel within the United States to perform their jobs.

35. Plaintiff performed work for Defendant in multiple states, including Michigan, Pennsylvania, Maryland, Virginia, Massachusetts, New Jersey, New York, Connecticut, Illinois, and Kentucky.

36. Plaintiff performed work from his Michigan home base, including administrative work, communications, travel-related work, paperwork, and other job-related tasks.

37. Field service engineers are required to be on call, including weekends and holidays.

38. Field service engineers regularly work more than forty (40) hours in a workweek.

39. For example, during the workweek starting on January 5, 2026, Plaintiff worked in excess of forty (40) hours for Defendant.

40. Plaintiff also worked additional compensable time outside recorded labor and travel entries, including paperwork, expense reports, conference calls, emails, phone calls, waiting time, after-hours work, weekend work, and travel-related tasks.

41. Compensable work time for field service engineers includes on-site service-call time, travel time, driving time, waiting time, work performed while traveling, paperwork, expense reports, emails, phone calls, conference calls, after-hours work, weekend work, and other job-related tasks.

42. Defendant uses Salesforce or similar systems to record service-call information, work orders, and service-call hours, but those systems do not capture all hours that field service engineers work.

43. Defendant's records do not capture all paperwork, expense reports, conference calls, phone support, emails, waiting time, travel time, and other compensable work performed by field service engineers.

44. Defendant knows or should know that field service engineers work more than forty (40) hours in workweeks because Defendant assigns their work, requires travel, receives their service-call information, reviews their expense reports, communicates with them after hours, and pays some additional after-hours compensation.

45. Defendant does not pay field service engineers one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

46. Defendant does not pay field service engineers overtime premiums for all compensable work time performed in overtime weeks.

47. Defendant's failure to pay overtime results from a common policy or practice of classifying field service engineers as exempt and failing to track, count, and pay all compensable work time in overtime weeks.

48. Defendant's conduct is willful because Defendant knows that field service engineers perform field-service work, travel, work after hours, work weekends, and perform compensable work outside recorded service-call time, yet Defendant does not pay all required overtime premiums.

## FLSA COLLECTIVE ALLEGATIONS

49. Plaintiff brings Count I as a collective action under 29 U.S.C. Section 216(b) on behalf of himself and the following collective:

*All salaried field service engineers employed by MXR Imaging, Inc. in the United States at any time during the three years preceding the commencement of this action through the date of judgment.*

50. FLSA Collective Members are similarly situated because field service engineers work in the same or similar field-service positions, perform similar duties, are paid on a salary basis, are classified as exempt, and are not paid overtime premiums for all hours worked over forty (40) in a workweek.

51. The claims of the FLSA Collective arise from Defendant's common policies, practices, and decisions, including its classification of field service engineers as exempt and its failure to track, count, and pay all compensable overtime hours.

52. FLSA Collective Members are victims of Defendant's common unlawful pay practices.

53. Plaintiff will file a written consent to join this action under 29 U.S.C. Section 216(b).

**RULE 23 CLASS ALLEGATIONS**

54. Plaintiff brings the state-law overtime claims under Federal Rule of Civil Procedure 23 on behalf of himself and the state overtime classes defined below.

55. The members of the state overtime classes are ascertainable from Defendant's payroll records, personnel records, job-title records, classification records, assignment records, service-call records, expense records, travel records, work-order records, and other electronically stored information.

56. Upon information and belief, the state overtime classes are so numerous that joinder of all members is impracticable.

57. Common questions of law and fact include whether Defendant classifies field service engineers as exempt, whether field service engineers perform non-exempt work, whether

Defendant fails to pay overtime premiums, whether Defendant's pay practices violate state overtime laws, and the proper measure of overtime damages.

58. Plaintiff's claims are typical of the claims of the state overtime class members because they arise from the same classification, pay, travel, timekeeping, and overtime practices that apply to field service engineers.

59. Plaintiff will fairly and adequately protect the interests of the state overtime classes. Plaintiff has no interests antagonistic to the classes and is represented by counsel experienced in wage-and-hour litigation.

60. Questions of law and fact common to the state overtime classes predominate over questions affecting only individual members because the claims turn primarily on Defendant's common classification, pay, timekeeping, and overtime practices for field service engineers.

61. Class treatment is superior to other available methods for fairly and efficiently adjudicating the state-law overtime claims because individual overtime wage claims may be small relative to the cost of litigation, the class members are identifiable from Defendant's records, and common proof can resolve central liability and damages issues.

**STATE CLASS DEFINITIONS**

62. Michigan Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Michigan at any time during the three years preceding the commencement of this action through the date of judgment.

63. Pennsylvania Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Pennsylvania at any time during the three years preceding the commencement of this action through the date of judgment.

64. Maryland Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Maryland at any time during the three years preceding the commencement of this action through the date of judgment.

65. Virginia Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Virginia at any time during the three years preceding the commencement of this action through the date of judgment.

66. Massachusetts Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Massachusetts at any time during the three years preceding the commencement of this action through the date of judgment.

67. New Jersey Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in New Jersey at any time during the six years preceding the commencement of this action through the date of judgment.

68. New York Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in New York at any time during the six years preceding the commencement of this action through the date of judgment.

69. Connecticut Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Connecticut at any time during the three years preceding the commencement of this action through the date of judgment.

70. Illinois Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Illinois at any time during the three years preceding the commencement of this action through the date of judgment.

71. Kentucky Overtime Class: All salaried field service engineers employed by MXR Imaging, Inc. who performed work in Kentucky at any time during the three years preceding the commencement of this action through the date of judgment.

**COUNT I**
**Violation of the Fair Labor Standards Act**
**Failure to Pay Overtime Wages**
**29 U.S.C. Sections 207 and 216(b)**

72. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

73. Plaintiff brings this count individually and on behalf of the FLSA Collective.

74. At all relevant times, Defendant was an employer covered by the FLSA.

75. At all relevant times, Bonds and FLSA Collective Members were employees covered by the FLSA.

76. The FLSA requires covered employers to pay covered employees overtime compensation at one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

77. Defendant classifies field service engineers as exempt from overtime.

78. Field service engineers do not satisfy any exemption from the FLSA's overtime requirements.

79. Defendant regularly suffered and permitted Bonds and FLSA Collective Members to work in excess of forty (40) hours in a workweek.

80. Defendant failed to pay Bonds and FLSA Collective Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

81. Defendant's violations are willful.

82. As a result of Defendant's violations, Bonds and FLSA Collective Members are entitled to recover unpaid overtime compensation, liquidated damages, attorneys' fees, costs, pre- and post-judgment interest, and all other relief available under the FLSA.

**COUNT II**
**Violation of Michigan Overtime Law**
**Failure to Pay Overtime Wages**
**Mich. Comp. Laws Sections 408.934a and 408.967**

83. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

84. Plaintiff brings this count individually and on behalf of the Michigan Overtime Class.

85. Bonds and Michigan Overtime Class Members performed work in Michigan for Defendant.

86. Michigan law requires covered employers to pay employees compensation at not less than one and one-half times the regular rate for employment in a workweek in excess of forty (40) hours, unless an exception applies.

87. Defendant regularly suffered and permitted Bonds and Michigan Overtime Class Members to work in excess of forty (40) hours in a workweek.

88. Defendant failed to pay Bonds and Michigan Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

89. As a result, Bonds and Michigan Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Michigan law.

**COUNT III**
**Violation of the Pennsylvania Minimum Wage Act**
**Failure to Pay Overtime Wages**
**43 P.S. Section 333.104(c)**

90. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

91. Plaintiff brings this count individually and on behalf of the Pennsylvania Overtime Class.

92. Bonds and Pennsylvania Overtime Class Members performed work in Pennsylvania for Defendant.

93. The Pennsylvania Minimum Wage Act requires employers to pay employees overtime compensation of not less than one and one-half times the employee's regular rate for hours worked over forty (40) in a workweek.

94. Defendant regularly suffered and permitted Bonds and Pennsylvania Overtime Class Members to work in excess of forty (40) hours in a workweek.

95. Defendant failed to pay Bonds and Pennsylvania Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

96. As a result, Bonds and Pennsylvania Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Pennsylvania law.

**COUNT IV**
**Violation of the Maryland Wage and Hour Law**
**Failure to Pay Overtime Wages**
**Md. Code Ann., Lab. & Empl. Sections 3-415, 3-420, and 3-427**

97. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

98. Plaintiff brings this count individually and on behalf of the Maryland Overtime Class.

99. Bonds and Maryland Overtime Class Members performed work in Maryland for Defendant.

100. Maryland law requires covered employers to pay overtime compensation for hours worked over forty (40) in a workweek, unless an exception applies.

101. Defendant regularly suffered and permitted Bonds and Maryland Overtime Class Members to work in excess of forty (40) hours in a workweek.

102. Defendant failed to pay Bonds and Maryland Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

103. As a result, Bonds and Maryland Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Maryland law.

**COUNT V**
**Violation of Virginia Overtime Law**
**Failure to Pay Overtime Wages**
**Va. Code Sections 40.1-29.2 and 40.1-29(J)**

104. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

105. Plaintiff brings this count individually and on behalf of the Virginia Overtime Class.

106. Bonds and Virginia Overtime Class Members performed work in Virginia for Defendant.

107. Virginia law requires covered employers to pay overtime compensation for hours worked over forty (40) in a workweek, unless an exception applies.

108. Defendant regularly suffered and permitted Bonds and Virginia Overtime Class Members to work in excess of forty (40) hours in a workweek.

109. Defendant failed to pay Bonds and Virginia Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

110. As a result, Bonds and Virginia Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Virginia law.

**COUNT VI**
**Violation of Massachusetts Overtime Law**
**Failure to Pay Overtime Wages**
**Mass. Gen. Laws Ch. 151, Sections 1A and 20**

111. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

112. Plaintiff brings this count individually and on behalf of the Massachusetts Overtime Class.

113. Bonds and Massachusetts Overtime Class Members performed work in Massachusetts for Defendant.

114. Massachusetts law requires covered employers to pay overtime compensation at not less than one and one-half times an employee's regular rate for hours worked over forty (40) in a workweek, unless an exception applies.

115. Defendant regularly suffered and permitted Bonds and Massachusetts Overtime Class Members to work in excess of forty (40) hours in a workweek.

116. Defendant failed to pay Bonds and Massachusetts Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

117. As a result, Bonds and Massachusetts Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Massachusetts law.

**COUNT VII**
**Violation of New Jersey Wage and Hour Law**
**Failure to Pay Overtime Wages**
**N.J.S.A. Section 34:11-56a4(b); N.J.A.C. Section 12:56-6.4**

118. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

119. Plaintiff brings this count individually and on behalf of the New Jersey Overtime Class.

120. Bonds and New Jersey Overtime Class Members performed work in New Jersey for Defendant.

121. New Jersey law requires covered employers to pay employees not less than one and one-half times their regular hourly rate for each hour of working time in excess of forty (40) hours in a week, unless an exception applies.

122. Defendant regularly suffered and permitted Bonds and New Jersey Overtime Class Members to work in excess of forty (40) hours in a workweek.

123. Defendant failed to pay Bonds and New Jersey Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

124. As a result, Bonds and New Jersey Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under New Jersey law.

**COUNT VIII**
**Violation of New York Labor Law**
**Failure to Pay Overtime Wages**
**N.Y. Lab. Law Sections 650 *et seq.*; 12 N.Y.C.R.R. Section 142-2.2**

125. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

126. Plaintiff brings this count individually and on behalf of the New York Overtime Class.

127. Bonds and New York Overtime Class Members performed work in New York for Defendant.

128. New York law requires covered employers to pay employees overtime at one and one-half times the employee's regular rate for hours worked over forty (40) in a workweek, unless an exception applies.

129. Defendant regularly suffered and permitted Bonds and New York Overtime Class Members to work in excess of forty (40) hours in a workweek.

130. Defendant failed to pay Bonds and New York Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

131. As a result, Bonds and New York Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under New York law.

**COUNT IX**
**Violation of Connecticut Overtime Law**
**Failure to Pay Overtime Wages**
**Conn. Gen. Stat. Sections 31-76b, 31-76c, 31-68, and 31-72**

132. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

133. Plaintiff brings this count individually and on behalf of the Connecticut Overtime Class.

134. Bonds and Connecticut Overtime Class Members performed work in Connecticut for Defendant.

135. Connecticut law requires covered employers to pay overtime compensation at not less than one and one-half times an employee's regular rate for hours worked over forty (40) in a workweek, unless an exception applies.

136. Defendant regularly suffered and permitted Bonds and Connecticut Overtime Class Members to work in excess of forty (40) hours in a workweek.

137. Defendant failed to pay Bonds and Connecticut Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

138. As a result, Bonds and Connecticut Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Connecticut law.

**COUNT X**
**Violation of Illinois Minimum Wage Law**
**Failure to Pay Overtime Wages**
**820 ILCS 105/4a and 105/12**

139. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

140. Plaintiff brings this count individually and on behalf of the Illinois Overtime Class.

141. Bonds and Illinois Overtime Class Members performed work in Illinois for Defendant.

142. Illinois law requires covered employers to pay overtime compensation at not less than one and one-half times an employee's regular rate for hours worked over forty (40) in a workweek, unless an exception applies.

143. Defendant regularly suffered and permitted Bonds and Illinois Overtime Class Members to work in excess of forty (40) hours in a workweek.

144. Defendant failed to pay Bonds and Illinois Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

145. As a result, Bonds and Illinois Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Illinois law.

**COUNT XI**
**Violation of Kentucky Wage and Hour Law**
**Failure to Pay Overtime Wages**
**Ky. Rev. Stat. Sections 337.285 and 337.385**

146. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

147. Plaintiff brings this count individually and on behalf of the Kentucky Overtime Class.

148. Bonds and Kentucky Overtime Class Members performed work in Kentucky for Defendant.

149. Kentucky law requires covered employers to pay overtime compensation at not less than one and one-half times an employee's hourly wage rate for hours worked over forty (40) in a workweek, unless an exception applies.

150. Defendant regularly suffered and permitted Bonds and Kentucky Overtime Class Members to work in excess of forty (40) hours in a workweek.

151. Defendant failed to pay Bonds and Kentucky Overtime Class Members one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

152. As a result, Bonds and Kentucky Overtime Class Members are entitled to recover unpaid overtime wages, liquidated damages or other statutory damages where available, attorneys' fees, costs, interest, and all other relief available under Kentucky law.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in his favor and against Defendant as follows:

A. Designating this action as a collective action under 29 U.S.C. Section 216(b);

B. Authorizing notice to all FLSA Collective Members and permitting them to opt into this action;

C. Certifying the state-law overtime classes under Federal Rule of Civil Procedure 23;

D. Appointing Plaintiff as class representative;

E. Appointing Plaintiff's counsel as class counsel;

F. Declaring that Defendant violated the FLSA and the state overtime laws asserted herein;

G. Awarding unpaid overtime wages due;

H. Awarding liquidated damages, statutory damages, penalties, and other enhanced damages available under federal and state overtime law;

I. Awarding pre-judgment and post-judgment interest to the fullest extent permitted by law;

J. Awarding reasonable attorneys' fees and costs;

K. Ordering equitable and declaratory relief as appropriate;

L. Granting a jury trial on all triable issues; and

M. Awarding such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff, individually and on behalf of all others similarly situated, by and through his attorneys, hereby demands a trial by jury pursuant to Fed. R. Civ. P. 38 with respect to the above cause.

Respectfully submitted,

Dated: June 17, 2026

**BROWN, LLC**

/s/ *Achchana Ranasinghe*

Achchana Ranasinghe
Nicholas Conlon (PHV motion forthcoming)
BROWN, LLC
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nicholasconlon@jtblawgroup.com

*Attorneys for Plaintiff*

# EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

RICK BONDS, individually and on behalf of others similarly situated,

Plaintiff,

vs.

MXR IMAGING, INC.,

Defendant(s).

**CONSENT TO SUE**

I consent to the filing of this form in, and to join and become a plaintiff in the above-captioned collective action lawsuit, to pursue my claim for unpaid wages, while working in the position(s) of field service engineer for the Defendant(s) MXR IMAGING, INC. at any time within the period of the last three years. I understand that this lawsuit seeks unpaid wages, liquidated damages, and attorneys' fees and costs under the FLSA and similar relief under applicable state wage-and- hour laws. I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

**Signed:** Ricky Bonds **Dated:** 06/15/2026

**Name:** Ricky Bonds

JS 44 (Rev. 04/21)

# 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

RICK BONDS, individually and on behalf of all others similarly situated,

**(b)** County of Residence of First Listed Plaintiff Wayne County, Michigan
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c)** Attorneys *(Firm Name, Address, and Telephone Number)*
BROWN, LLC T: (877) 561-0000
111 Town Square Place, Suite 400
Jersey City, NJ 07310

## DEFENDANTS

MXR IMAGING, INC.

County of Residence of First Listed Defendant _____
*(IN U.S. PLAINTIFF CASES ONLY)*
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

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

- ☐ 1 U.S. Government Plaintiff
- ☑ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

## III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

*(For Diversity Cases Only)*

| | PTF | DEF | | PTF | DEF |
|---|---|---|---|---|---|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated *or* Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated *and* Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: Nature of Suit Code Descriptions.

| CONTRACT | TORTS | | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|---|---|---|---|---|
| ☐ 110 Insurance | PERSONAL INJURY | PERSONAL INJURY | ☐ 625 Drug Related Seizure of Property 21 USC 881 | ☐ 422 Appeal 28 USC 158 | ☐ 375 False Claims Act |
| ☐ 120 Marine | ☐ 310 Airplane | ☐ 365 Personal Injury - Product Liability | ☐ 690 Other | ☐ 423 Withdrawal 28 USC 157 | ☐ 376 Qui Tam (31 USC 3729(a)) |
| ☐ 130 Miller Act | ☐ 315 Airplane Product Liability | ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability | | INTELLECTUAL PROPERTY RIGHTS | ☐ 400 State Reapportionment |
| ☐ 140 Negotiable Instrument | ☐ 320 Assault, Libel & Slander | | | ☐ 820 Copyrights | ☐ 410 Antitrust |
| ☐ 150 Recovery of Overpayment & Enforcement of Judgment | ☐ 330 Federal Employers' Liability | ☐ 368 Asbestos Personal Injury Product Liability | | ☐ 830 Patent | ☐ 430 Banks and Banking |
| ☐ 151 Medicare Act | ☐ 340 Marine | PERSONAL PROPERTY | LABOR | ☐ 835 Patent - Abbreviated New Drug Application | ☐ 450 Commerce |
| ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) | ☐ 345 Marine Product Liability | ☐ 370 Other Fraud | ☑ 710 Fair Labor Standards Act | ☐ 840 Trademark | ☐ 460 Deportation |
| ☐ 153 Recovery of Overpayment of Veteran's Benefits | ☐ 350 Motor Vehicle | ☐ 371 Truth in Lending | ☐ 720 Labor/Management Relations | ☐ 880 Defend Trade Secrets Act of 2016 | ☐ 470 Racketeer Influenced and Corrupt Organizations |
| ☐ 160 Stockholders' Suits | ☐ 355 Motor Vehicle Product Liability | ☐ 380 Other Personal Property Damage | ☐ 740 Railway Labor Act | SOCIAL SECURITY | ☐ 480 Consumer Credit (15 USC 1681 or 1692) |
| ☐ 190 Other Contract | ☐ 360 Other Personal Injury | ☐ 385 Property Damage Product Liability | ☐ 751 Family and Medical Leave Act | ☐ 861 HIA (1395ff) | ☐ 485 Telephone Consumer Protection Act |
| ☐ 195 Contract Product Liability | ☐ 362 Personal Injury - Medical Malpractice | | ☐ 790 Other Labor Litigation | ☐ 862 Black Lung (923) | ☐ 490 Cable/Sat TV |
| ☐ 196 Franchise | | | ☐ 791 Employee Retirement Income Security Act | ☐ 863 DIWC/DIWW (405(g)) | ☐ 850 Securities/Commodities/ Exchange |
| REAL PROPERTY | CIVIL RIGHTS | PRISONER PETITIONS | | ☐ 864 SSID Title XVI | ☐ 890 Other Statutory Actions |
| ☐ 210 Land Condemnation | ☐ 440 Other Civil Rights | Habeas Corpus: | IMMIGRATION | ☐ 865 RSI (405(g)) | ☐ 891 Agricultural Acts |
| ☐ 220 Foreclosure | ☐ 441 Voting | ☐ 463 Alien Detainee | ☐ 462 Naturalization Application | FEDERAL TAX SUITS | ☐ 893 Environmental Matters |
| ☐ 230 Rent Lease & Ejectment | ☐ 442 Employment | ☐ 510 Motions to Vacate Sentence | ☐ 465 Other Immigration Actions | ☐ 870 Taxes (U.S. Plaintiff or Defendant) | ☐ 895 Freedom of Information Act |
| ☐ 240 Torts to Land | ☐ 443 Housing/ Accommodations | ☐ 530 General | | ☐ 871 IRS—Third Party 26 USC 7609 | ☐ 896 Arbitration |
| ☐ 245 Tort Product Liability | ☐ 445 Amer. w/Disabilities - Employment | ☐ 535 Death Penalty | | | ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| ☐ 290 All Other Real Property | ☐ 446 Amer. w/Disabilities - Other | Other: | | | ☐ 950 Constitutionality of State Statutes |
| | ☐ 448 Education | ☐ 540 Mandamus & Other | | | |
| | | ☐ 550 Civil Rights | | | |
| | | ☐ 555 Prison Condition | | | |
| | | ☐ 560 Civil Detainee - Conditions of Confinement | | | |

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

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

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
29 U.S.C. Sections 201 et seq.
Brief description of cause:
Unpaid overtime involving FLSA and various state law claims

## 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
Jun 17, 2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Achchana Ranasinghe

**FOR OFFICE USE ONLY**

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44 Reverse (Rev. 04/21)

# 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.

10/2024

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

**DESIGNATION FORM**

Place of Accident, Incident, or Transaction: Wage-and-hour employment transactions involving field service work performed in Pennsylvania and other states.

***RELATED CASE IF ANY:*** Case Number: N/A Judge: _____

1. Does this case involve property included in an earlier numbered suit? Yes ☐
2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit? Yes ☐
3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit? Yes ☐
4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual? Yes ☐
5. Is this case related to an earlier numbered suit even though none of the above categories apply? If yes, attach an explanation. Yes ☐

I certify that, to the best of my knowledge and belief, the within case ☐ **is** / ☒ **is not** related to any pending or previously terminated action in this court.

**Civil Litigation Categories**

***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. Cases Seeking Systemic Relief ***see certification below***
- ☐ 16. 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)* _____

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ **does** / ☒ **does not** have implications beyond the parties before the court and ☐ **does** / ☒ **does not** seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

**ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)**

I certify that, to the best of my knowledge and belief:

☑ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of $150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

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

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

# UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

RICK BONDS, individually and on behalf of all others similarly situated,

*Plaintiff(s)*

v.

MXR IMAGING, INC.,

*Defendant(s)*

Civil Action No.

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MXR Imaging, Inc.
Registered Agent: Ester Bagnasco
4909 Murphy Canyon Road, Suite 120,
San Diego, California 9212

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:

Achchana Ranasinghe ac@jtblawgroup.com
BROWN, LLC T: (877) 561-0000
111 Town Square Place, Suite 400
Jersey City, NJ 07310

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