

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

MARION SHARP, *individually, and on* :
behalf of all others similarly situated, :
 :
 :
 Plaintiff, :
 :
 v. :
 :
 GNRG, LLC d/b/a MCDONALDS :
 :
 Defendant. :

Civil Action No.: _____

JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff, MARION SHARP (“Plaintiff”), individually and on behalf of all others similarly situated, by and through his attorneys, BROWN, LLC, hereby files this Collective and Class Action Complaint against Defendant GNRG, LLC d/b/a MCDONALDS (“Defendant”), and alleges of his own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this action individually and as a collective action on behalf of all other hourly-paid, non-exempt workers who elect to opt-in to this action to recover unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs as a result of Defendant’s willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* and attendant regulations at 29 C.F.R. § 516, *et seq.*

2. Additionally, Plaintiff brings this action individually and as a Rule 23 class action on behalf of all hourly-paid, non-exempt workers to recover unpaid overtime wages, liquidated damages, pre-judgment interest, and reasonable attorneys’ fees and costs as a result of Defendant’s violations of the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. § 333.100, *et seq.*, and the

Pennsylvania Wage Payment and Collection Law (“WPCL”), 43 P.S. § 260.1, *et seq.*, as well as certain wages and benefits under the WPCL.

3. Defendant maintains and operates McDonalds franchises which provide food-and-beverage services to customers.

4. Plaintiff and the members of the putative collective and class were employed by Defendant as hourly-paid, non-exempt employees and were responsible for handling cooking, cleaning, repairing and general store maintenance.

5. Defendant failed to pay hourly-paid, non-exempt employees for their pre-shift time spent opening the store, turning on lights and machinery (e.g., grills and fryers), and restocking other materials including, *inter alia*, cups, sauces, and fryer refrigerator products.

6. Defendant, including its managers and franchisor, was aware of the pre-shift work performed by hourly-paid, non-exempt employees.

7. Additionally, Plaintiff and other hourly-paid, non-exempt employees were victims of Defendant’s common policy of failing to incorporate their non-base compensation into their regular rates of pay, for purposes of calculating their hourly overtime rates. As a result, there were many weeks throughout the statutory period in which Plaintiff and other hourly-paid, non-exempt employees received an hourly rate of overtime hours of less than “one and one-half times the[ir] regular rate,” in violation of the FLSA. 29 U.S.C. § 207(a)(1). *See* 29 U.S.C. § 207(e) (“As used in this section the ‘regular rate’ at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee”).

8. Plaintiff seeks unpaid overtime wages and liquidated damages pursuant to the FLSA on behalf of himself and the “FLSA Collective,” defined as: *all current and former hourly-paid, non-exempt employees who worked for Defendant in the United States at any time within the*

three (3) years preceding the commencement of this action and the date of judgment. See 29 U.S.C. §§ 207(a)(1); 216(b).

9. Plaintiff seeks unpaid overtime wages, pre-judgment interest, and liquidated damages pursuant to the PMWA and WPCL on behalf of himself and the “Rule 23 Pennsylvania Class,” defined as: *all current and former hourly-paid, non-exempt employees who worked for Defendant in Pennsylvania at any time within the three (3) years preceding the commencement of this action and the date of judgment.*

JURISDICTION AND VENUE

10. This Court has subject-matter jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims raise a federal question under 29 U.S.C. § 201, *et seq.*

11. The Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367.

12. The Court has personal jurisdiction over Defendant because it is headquartered in the Commonwealth of Pennsylvania.

13. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this district.

PARTIES

14. Plaintiff Marion Sharp is a resident of Philadelphia, Pennsylvania, and worked for Defendant from approximately December 2020 to June 2023.

15. Pursuant to 29 U.S.C. § 216(b), Plaintiff Marion Sharp has signed a consent form to join this lawsuit, which is attached as **Exhibit 1**.

16. Defendant GNRG, LLC d/b/a McDonalds is a limited liability company with a principal address located at 2626 S. 80th Street, Philadelphia, PA 19153.

17. Defendant maintains and operates McDonalds in Pennsylvania.

GENERAL ALLEGATIONS

18. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

19. Defendant employs hourly-paid, non-exempt employees to cook, clean, repair, stock, and perform general store maintenance.

20. At all times relevant to this action, Defendant was an enterprise whose annual gross volume of sales made or business done exceeded \$500,000.

21. At all times relevant to this action, Defendant was an enterprise that has had employees engaged in commerce or in the production of goods for commerce, and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

22. At all times relevant to this action, Defendant was an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

23. Hourly-paid, non-exempt employees were “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

24. Defendant “suffered or permitted” hourly-paid, non-exempt employees to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

25. Defendant classified hourly-paid, non-exempt employees as “non-exempt employees” and paid them on an hourly basis without any guaranteed, predetermined amount of pay per week.

26. From December 2020 to June 2023, Plaintiff worked at Defendant’s McDonalds located at 1675 Christopher Columbus Boulevard, Philadelphia, PA 19148.

27. Hourly-paid, non-exempt employees would open the store, turn on lights and machinery (e.g., grills and fryers), and restock other materials necessary to perform food-and-beverage services before clocking in to start their scheduled shift.

28. The off-the-clock time hourly-paid, non-exempt employees spent performing pre-shift work off-the-clock directly benefited Defendant.

29. At all relevant times, Defendant controlled hourly-paid, non-exempt employees' work schedule, duties, protocols, applications, assignments and employment conditions.

30. Despite knowing that Plaintiff and other hourly-paid, non-exempt employees performed off-the-clock activities before their shifts, Defendants and their managers did not make any effort to stop or otherwise disallow this off-the-clock work and instead allowed and permitted it to happen.

31. Defendant was able to track the amount of time that hourly-paid, non-exempt employees spent in connection with pre-shift, off-the-clock work performed; however, Defendant failed to pay hourly-paid, non-exempt workers for such time.

32. Defendant's policies and practices deprived hourly-paid, non-exempt employees of wages owed for their performed off-the-clock before the start of their scheduled shift, as described above.

33. Because hourly-paid, non-exempt employees often worked in excess of forty (40) hours in a workweek, Defendant's pay practices also deprived them of overtime pay at a rate of 1.5 times their regular rate of pay.

34. Plaintiff regularly worked in excess of forty (40) hours in a workweek and was not paid for all hours worked in such weeks as a result of the violations alleged herein.

35. By way of example, during the pay period of February 26, 2023, to March 11, 2023, Plaintiff worked eighty-five (85) hours on the clock and additional time performing compensable work off-the-clock.

36. Defendant knew or should have known that hourly-paid, non-exempt employees' time spent in connection with the performance of off-the-clock work before the start of their scheduled shift is compensable under the FLSA, PMWA, and WPCL.

37. Additionally, Defendant also failed to incorporate hourly-paid, non-exempt employees' non-base compensation into their regular rates of pay, for purposes of calculating their hourly overtime rates.

38. As a result, there were many weeks throughout the statutory period in which Plaintiff and other hourly-paid, non-exempt employees received an hourly rate for overtime hours less than "one and one-half times the[ir] regular rate," in violation of the FLSA. 29 U.S.C. § 207(a)(1). *See* 29 U.S.C. 207(e) ("As used in this section the 'regular rate' at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee").

FLSA COLLECTIVE ACTION ALLEGATIONS

39. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

40. This action is brought as a collective action to recover unpaid compensation and overtime compensation, liquidated damages, unlawfully withheld wages, statutory penalties, and damages owed to Plaintiff and all similarly situated current and former employees of Defendant.

41. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective, defined as:

All current and former hourly-paid, non-exempt employees who worked for Defendant in the United States at any time within the three (3) years preceding the commencement of this action and the date of judgment (“FLSA Collective”).

42. Plaintiff reserves the right to amend this definition as necessary.

43. Excluded from the proposed FLSA Collective are Defendant’s executives, administrative, and professional employees, including computer professionals and outside sales persons.

44. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b) because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

45. The employment relationship between Defendant and every FLSA Collective member is the same and differ only by name, location, and rate of pay. Their key issues – whether Defendant failed to pay hourly-paid, non-exempt employees for pre-shift time performed off-the-clock and failing to include non-base compensation into their regular rate of pay for purposes of determining their overtime rate – do not vary substantially among the FLSA Collective members.

46. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include over thirty (30) members. The precise number of the FLSA Collective members should be readily available from a review of Defendant’s personnel and payroll records.

47. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendant, informing them of the pendency of this action and

their right to “opt-in” to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid compensation, overtime compensation, and liquidated damages under the FLSA.

RULE 23 CLASS ACTION ALLEGATIONS

48. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

49. Plaintiff brings this action individually, and on behalf of the following state-wide class of similarly situated individuals, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All current and former hourly-paid, non-exempt employees who worked for Defendant in Pennsylvania at any time within the three (3) years preceding the commencement of this action and the date of judgment (“Rule 23 Pennsylvania Class”).

50. The members of the Rule 23 Pennsylvania Class are so numerous that joinder of all members is impractical. The Rule 23 Pennsylvania Class members may be informed of the pendency of this class action by direct mail, e-mail, and text message.

51. Pursuant to Federal Rule of Civil Procedure 23(a)(2), there are questions of law and fact common to the Rule 23 Pennsylvania Class, including, but not limited to:

A. Whether the time Rule 23 Pennsylvania Class members spend on pre-shift activities prior to “clocking in” for their scheduled shift is compensable time;

B. Whether the Rule 23 Pennsylvania Class members are owed overtime (above the federally mandated overtime wages due under the FLSA) for time spent performing pre-shift activities and, if so, the appropriate amount thereof; and

C. Whether Defendant was required to incorporate Rule 23 Pennsylvania Class members’ non-base compensation into their regular rates of pay, for purposes of calculating their hourly overtime rates.

52. Plaintiff's claims are typical of the claims of the Rule 23 Pennsylvania Class members. Plaintiff is a former employee of Defendant and was employed as an hourly-paid, non-exempt employee who has suffered similar injuries as those suffered by the Rule 23 Pennsylvania Class members as a result of Defendant's failure to pay wages and overtime compensation. Defendant's conduct of violating the PMWA and WPCL has impacted the Rule 23 Pennsylvania Class in the exact same way.

53. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 Pennsylvania Class. Plaintiff is similarly situated to the Rule 23 Pennsylvania Class and has no conflict with the Rule 23 Pennsylvania Class members.

54. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in class action litigation.

55. Pursuant to Rule 23(b)(1), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, this action is properly maintained as a class action because:

A. The prosecution of separate actions by or against individual members of the Rule 23 Pennsylvania Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Rule 23 Pennsylvania Class that would establish incompetent standards of conduct for Defendant;

B. Defendant, by failing to pay wages and overtime compensation when they became due and owing in violation of the PMWA and WPCL, has acted or refused to act on grounds generally applicable to the Rule 23 Pennsylvania Class, thereby making equitable relief appropriate with respect to the Rule 23 Pennsylvania Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 Pennsylvania Class predominate over any questions affecting only individual members and a class

action is superior to other available methods for the fair and efficient adjudication of the case, especially with respect to consideration of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

56. A class action is also superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of parties is impractical. The Rule 23 Pennsylvania Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense if these claims were brought individually.

57. Additionally, the damages suffered by each Rule 23 Pennsylvania Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Rule 23 Pennsylvania Class members to bring individual claims. The presentation of separate actions by individual Rule 23 Pennsylvania Class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant, and/or substantially impair or impede the ability of each member of the Rule 23 Pennsylvania Class to protect his or her interests.

COUNT I
FAIR LABOR STANDARDS ACT
29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME COMPENSATION
(Brought on an Individual and Collective Basis)

58. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

59. Pursuant to Section 206(b) of the FLSA, employees must be compensated for every hour worked in a workweek.

60. Moreover, under Section 207(a)(1) of the FLSA, employees must be paid overtime equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of forty (40) hours per week.

61. In most workweeks, Plaintiff and the FLSA Collective members worked over forty (40) hours.

62. Hourly-paid, non-exempt employees would open the store, turn on lights and machinery (e.g., grills and fryers), and restock other materials necessary to perform food-and-beverage services before clocking in to start their scheduled shift.

63. In workweeks in which Plaintiff and the FLSA Collective members worked in excess of forty (40) hours, the uncompensated pre-shift time should have been paid at the federally mandated rate of 1.5 times each employee's regular hourly wage. 29 U.S.C. § 207.

64. Additionally, Defendants failed to incorporate Plaintiff and the FLSA Collective members' non-base compensation into their regular rates of pay, for purposes of calculating their hourly overtime rates.

65. As a result, there were many weeks throughout the statutory period in which Plaintiff and the FLSA Collective members received an hourly rate for overtime hours of less than "one and one-half times the[ir] regular rate," in violation of the FLSA. 29 U.S.C. § 207(a)(1). *See* 29 U.S.C. § 207(e) ("As used in this section the 'regular rate' at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee").

66. Defendant's violations of the FLSA were knowing and willful. Defendant knew or could have easily determined how long it took for its hourly-paid, non-exempt employees to

perform pre-shift activities and Defendant could have properly compensated Plaintiff and the FLSA Collective members for such time, but did not.

67. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation of the Act, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus an additional equal amount in liquidated damages (double damages), plus costs and reasonable attorneys' fees.

COUNT II
PENNSYLVANIA MINIMUM WAGE ACT
43 P.S. § 333.100, et seq.
FAILURE TO PAY WAGES AND OVERTIME COMPENSATION
(Brought on an Individual and Rule 23 Class Basis)

68. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

69. The Pennsylvania Minimum Wage Act provides that employers must pay certain “minimum wages,” including overtime wages, to its employees. *See* 43 P.S. § 333.113.

70. The Pennsylvania Minimum Wage Act further provides that “employees shall be paid for overtime not less than one and one-half times the employee’s regular rate” for hours worked in excess of forty (40) hours in a workweek. *See* 43 P.S. § 333.113.

71. By its actions alleged above, Defendant has violated the provisions of the Pennsylvania Minimum Wage Act by failing to properly pay wages and overtime compensation to Plaintiff and the Rule 23 Pennsylvania Class for all hours worked.

72. As a result of Defendant’s unlawful acts, Plaintiff and Rule 23 Pennsylvania Class members have been deprived of overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, together with interest, costs and attorneys’ fees pursuant to the Pennsylvania Minimum Wage Act.

COUNT III
PENNSYLVANIA WAGE PAYMENT AND COLLECTION LAW
43 P.S. § 260.1, et seq.
FAILURE TO PAY WAGES DUE AND OWING
(Brought on an Individual and Rule 23 Class Basis)

73. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

74. Defendant paid Plaintiff and the Rule 23 Pennsylvania Class members on an hourly basis.

75. Defendant agreed to pay Plaintiff and the Rule 23 Pennsylvania Class members for all hours worked, as evidenced by Defendant paying them an hourly rate of pay, furnishing them paystubs showing their agreed hourly rates, and instructing them to use Defendant's timekeeping system in order to be paid, or not paid, for any time.

76. Defendant failed to pay Plaintiff and the Rule 23 Pennsylvania Class members for all hours worked, contrary to the agreement.

77. Hourly-paid, non-exempt employees would open the store, turn on lights and machinery (e.g., grills and fryers), and restock other materials necessary to perform food-and-beverage services before clocking in to start their scheduled shift.

78. The pre-shift activities performed by Plaintiff and the Rule 23 Pennsylvania Class members are an essential part of their jobs and these activities and the time associated with these activities is not *de minimis*.

79. Defendants failed to incorporate Plaintiff and the Rule 23 Pennsylvania Class members' non-base compensation into their regular rates of pay, for purposes of calculating their hourly overtime rates.

80. As a result, there were many weeks throughout the statutory period in which Plaintiff and the Rule 23 Pennsylvania Class members received an hourly rate for overtime hours of less than one and one-half times their regular rate.

81. Defendant's conduct and practices, described herein, have been willful, intentional, unreasonable, arbitrary, and in bad faith.

82. Under the WPCL, "[a]ll wages . . . earned in any pay period shall be due and payable within the number of days after the expiration of said pay period as provided in a written contract of employment."

83. No provision of the WPCL, including an employee's right to payment of all wages "earned in any pay period" may be "contravened or set aside by a private agreement." *See* 43 P.S. § 260.7.

84. The aforementioned wages and overtime compensation are "wages" that were "earned" within the meaning of the WPCL, and are due and owing under the WPCL.

85. Plaintiff and the Rule 23 Pennsylvania Class members have been denied payment at their "regular hourly rate" for all regular hours worked and overtime compensation for all hours worked over forty in a workweek.

86. As a result of Defendant's failure to pay Plaintiff and Rule 23 Pennsylvania Class members these wages due and owing, Plaintiff and the Ruel 23 Pennsylvania Class members are entitled to liquidated damages equal to twenty-five percent (25%) of the total amount of wages due.

WHEREFORE, Plaintiff, on behalf of himself and the FLSA Collective and Rule 23 Pennsylvania Class, respectfully requests that this Court grant the following relief against Defendant:

A. Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein (Count I);

B. Certifying this action as a class action (for the Rule 23 Pennsylvania Class) pursuant to Rule 23(b)(2) and (b)(3) with respect to Plaintiff's state law claims (Counts II and III);

C. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective members and Rule 23 Pennsylvania Class members, and permitting Plaintiff to send notice of this action to all those similarly situated individuals, including the publishing of notice in a manner that is reasonable calculated to apprise the class/collective members of their rights by law to join and participate in this lawsuit;

D. Designating Plaintiff as the representative of the FLSA Collective and the Rule 23 Pennsylvania Class, and undersigned counsel as Class Counsel for the same;

E. Finding that Defendant willfully violated to the FLSA and the Department of Labor's attendant regulations as cited herein;

F. Finding that Defendant violated the PMWA and WPCL, and that said violations were intentional, willfully oppressive, fraudulent and malicious;

G. Granting judgment in favor of Plaintiff and against Defendant and awarding Plaintiff and the FLSA Collective and the Rule 23 Pennsylvania Class the full amount of compensatory damages and liquidated damages available by law;

H. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by statute;

I. Granting an incentive award for the Lead Plaintiff for serving as representative of the FLSA Collective and Rule 23 Pennsylvania Class in this action;

- J. Awarding pre- and post-judgment interest to Plaintiff on these damages; and
- K. Awarding such other and further relief as this Court deems appropriate.

JURY DEMAND

Plaintiff Marion Sharp, individually and on behalf of all other FLSA Collective and Rule 23 Pennsylvania Class members, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled claims.

Respectfully submitted,

Dated: September 14, 2023

BROWN, LLC

s/ Jason Brown

Jason T. Brown (PA Bar #79369)
Edmund C. Celiesius (PA Bar #326197)
111 Town Square Place, Suite 400
Jersey City, NJ 07310
(877) 561-0000
jtb@jtblawgroup.com
ed.celiesius@jtblawgroup.com

Counsel for Plaintiff

Exhibit 1

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

MARION SHARP, *individually, and on* :
behalf of all others similarly situated, :

Plaintiff, :

v. :

GNRG, LLC d/b/a MCDONALDS :

Defendant. :

Civil Action No.: _____

JURY TRIAL DEMANDED

CONSENT TO SUE

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid overtime wages, liquidated damages, attorney’s fees, costs and other relief) and applicable state wage and hour law against the Defendant(s). 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: _____



Dated: _____

09 / 13 / 2023

Name: _____

Marion Sharp

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
MARION SHARP, individually, and on behalf of all others similarly situated,
(b) County of Residence of First Listed Plaintiff Philadelphia County, PA
(c) Attorneys (Firm Name, Address, and Telephone Number) BROWN, LLC 111 Town Square Place, Suite 400 Jersey City, NJ 07310 (877) 561-0000

DEFENDANTS
GNRG, LLC d/b/a MCDONALDS,
County of Residence of First Listed Defendant
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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

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, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Labor, and Tax Suits.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.
Brief description of cause: Violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq. and attendant regulations at 29 C.F.R. § 516, et seq.

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 9/14/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Jason T. Brown

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: 5023 Spruce St., Philadelphia, PA 19139

Address of Defendant: 2626 S. 80th St., Philadelphia, PA 19153

Place of Accident, Incident or Transaction: Philadelphia, PA

RELATED CASE IF ANY:

Case Number: N/A 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: 9/14/2023

/s/ Jason T. Brown

PA Bar #79369

Attorney-at-Law (Must sign above)

Attorney I.D. # (if applicable)

Civil (Place a check 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, Jason T. Brown, 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: 9/14/2023

/s/ Jason T. Brown

PA Bar #79369

Attorney-at-Law (Sign here if applicable)

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.

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

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania [dropdown]

MARION SHARP, individually, and on behalf of all others similarly situated,

Plaintiff(s)

v.

GNRG, LLC d/b/a MCDONALDS,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

GNRG, LLC d/b/a MCDONALDS
2626 S. 80th Street
Philadelphia, PA 19153

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:

BROWN, LLC
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: