

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

RYAN SNYDER, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

DONSCO, INC.,

Defendant.

Civil Case No.:

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff Ryan Snyder, individually and on behalf of all others similarly situated, by and through his attorneys, Brown, LLC, hereby brings this Collective and Class Action Complaint against Defendant Donsco, Inc., 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 for himself and all other similarly situated hourly-paid production workers to recover unpaid overtime wages, liquidated damages, and reasonable attorneys' fees and costs as a result of Defendant's willful violation 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. Plaintiff also brings this action for himself and on behalf of all other similarly situated hourly-paid production workers to recover unpaid straight time and overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs as a result of Defendant's willful violation of the Pennsylvania Minimum Wage Act ("PMWA"), 43 P.S. § 333.101, *et seq.* and attendant regulations, 34 Pa. Code § 231.1, *et seq.* as well as the Pennsylvania Wage Payment and Collection Law ("WPCL"), 43 P.S. § 260.1 *et seq.*

3. Defendant Donsco, Inc. is manufacturer of iron castings that operates production facilities in Wrightsville and Mt. Joy, Pennsylvania.

4. Plaintiff and the putative FLSA collective and Rule 23 class members are hourly-paid production workers employed by Defendant in the last three (3) years, who were deprived of proper wages as a result of the following unlawful policies maintained by Defendant:

a. Failing to pay hourly-paid production workers for compensable work performed while clocked in during periods of up to fourteen (14) minutes before and after their scheduled shifts;

b. Automatically deducting thirty (30) minutes from production workers' pay each shift for supposed meal breaks, including shifts in which they did not take bona fide meal breaks; and

c. Failure to include non-base compensation, including but not limited to attendance bonuses, in the calculation of production workers' regular rates of pay, resulting in payment for overtime work at a less than 1.5 times their regular rate of pay.

5. As a result of these policies, Defendant failed to pay hourly-paid production workers for all hours worked, including hours worked in excess of forty (40) hours in a week, and failed to pay them time-and-a-half of their regular rate of pay for all hours worked in excess of forty (40) hours in a week, in violations of the FLSA, PMWA, and WPCL.

6. Plaintiff asserts the FLSA claims individually and on behalf of a putative FLSA collective, defined as:

All hourly-paid production workers employed by Defendant at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

7. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid production workers of Defendant informing them of their rights to assert FLSA claims in this collective action by filing their individual consent forms.

8. Plaintiff asserts the PMWA and WPCL claims individually and on behalf of a

putative class pursuant to Fed. R. Civ. P. 23, defined as:

All hourly-paid production workers employed by Defendant in the Commonwealth of Pennsylvania at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

9. Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

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. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367 because those claims derive from a common nucleus of operative facts as Plaintiff's federal claims.

12. The Court has general personal jurisdiction over Defendant because it is domiciled in Pennsylvania.

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

PARTIES

14. Defendant Donsco, Inc. is a for profit corporation created and existing under and by virtue of the laws of the Commonwealth of Pennsylvania.

15. Defendant maintains its headquarters at 124 North Front Street, Wrightsville, Pennsylvania 17368.

16. Plaintiff Ryan Snyder ("Snyder") is a resident of the County of Lancaster and Commonwealth of Pennsylvania.

17. Snyder was employed by Defendant as an hourly-paid production worker from approximately October 2020 to April 2022.

18. Snyder's written consent to become an FLSA party plaintiff is attached hereto as **Exhibit 1**.

FACTUAL ALLEGATIONS¹

19. Defendant operates an enterprise engaged in commerce as defined under the FLSA.

20. Defendant makes over \$500,000 in revenue per year.

21. Defendant has two (2) or more employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce, including but not limited to iron castings.

22. Defendant was the "employer" of hourly-paid employees within the meaning of 29 U.S.C. § 203(d) of the FLSA and 43 P.S. § 333.103(g) of the PMWA and 43 P.S. § 260.2a. of the WPCL.

23. Hourly-paid production workers are "employees" of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA and 43 P.S. § 333.103(h) of the PMWA.

24. Hourly-paid production workers' primary job duty is to assist with the production of iron castings.

25. Hourly-paid production workers' job titles include, but are not limited to "Core Setter," "Machine Operator," "Production Associate," and "Lead."

26. In performing their job duties, hourly-paid production workers are exposed to hazardous materials.

¹ The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this Complaint through the present.

27. Hourly-paid production workers' base compensation consists of an hourly rate of pay.

28. Defendant is contractually obligated to pay each hourly-paid production worker for all hours worked.

29. Defendant requires hourly-paid production workers to clock in and out using an electronic timekeeping system.

30. Defendant suffers and permits hourly-paid production workers to regularly work more than forty (40) hours per week.

31. Hourly-paid production workers typically work schedules consisting of at least five shifts per week, with each shift consisting of at least eight (8) hours of working time, or alternatively, at least four shifts per week, with each shift consisting of at least ten (10) hours of working time.

32. Defendant suffers and permits hourly-paid production workers to perform compensable work while clocked in before and after their scheduled shifts.

33. The compensable work hourly-paid production workers are suffered and permitted to perform before and after their scheduled shifts includes, but is not limited to, assisting with the production of iron castings.

34. The compensable work hourly-paid production workers are suffered and permitted to perform before and after their scheduled shifts includes, but is not limited to, donning and doffing personal protective equipment ("PPE") at Defendant's facilities, which they wear to limit their exposure to hazardous materials.

35. The compensable work hourly-paid production workers are suffered and permitted to perform after their scheduled shifts includes, but is not limited to, taking showers at

Defendant's facilities to limit their exposure to hazardous materials.

36. The compensable work hourly-paid production workers are suffered and permitted to perform after their scheduled shifts includes, but is not limited to, participating in briefings with workers from the preceding or following shifts, regarding the production of iron castings.

37. The compensable work hourly-paid production workers are suffered and permitted to perform after their scheduled shifts, per Defendant's requirements, must be performed at Defendant's facilities.

38. Defendant maintains a policy of not paying hourly-paid production workers for periods of clocked-in time up to fourteen (14) minutes before and after their scheduled shifts.

39. As a result, hourly-paid production workers regularly perform uncompensated compensable work before and after their shifts, including during hours in excess of forty (40) in a workweek.

40. Defendant knows that hourly-paid production workers regularly perform compensable work before and after their shifts.

41. Defendant knows that the compensable work hourly-paid production workers regularly perform before and after their shifts is uncompensated as a result of its policy of not paying them for periods of clocked-in time up to fourteen (14) minutes before and after their scheduled shifts.

42. Hourly-paid production workers regularly work shifts without any periods in which they are relieved from duty for purposes of eating meals.

43. Hourly-paid production workers regularly work shifts without any periods in which they are not required or permitted to work.

44. Defendant maintains a policy of automatically deducting thirty (30) minutes from production workers' pay each shift for supposed meal breaks.

45. Defendant's automatic deduction policy results in hourly-paid production workers being shorted pay for shifts that do not include any periods in which they are relieved from duty for at least thirty (30) minutes.

46. Defendant does not instruct hourly-paid production workers to clock out on the electronic timekeeping system when taking meal breaks.

47. Instead of having hourly-paid production workers self-report their meal breaks by clocking out on the electronic timekeeping system, Defendant automatically deducts 30 minutes from their clocked-in hours each shift, regardless of whether they take the meal break or not.

48. As a result, Defendant typically pays each hourly-paid production worker for 30 minutes less than his or her actual hours worked each shift, and thus fails to pay for all hours worked, including hours worked in excess of 40 in a workweek.

49. Defendant knows that hourly-paid production workers work shifts that do not include any periods in which they are relieved from duty for purposes of eating meals, and/or any periods in which they are not required or permitted to work.

50. Defendant knows that on such shifts, it nonetheless deducts 30 minutes from their clocked-in hours and reduces their paid hours accordingly.

51. Defendant pays hourly-paid production workers non-base compensation in addition to their hourly pay.

52. One such type of non-base compensation is known as an attendance bonuses.

53. Defendant fails to include such attendance bonuses as part of the "total

remuneration” it uses to calculate their regular and overtime times, respectively.

54. Defendant fails to include other non-base compensation as part of the “total remuneration” it uses to calculate their regular and overtime times, respectively

55. The FLSA requires overtime to be paid at least 1.5 times an employee’s “regular rate,” which, subject to some exceptions not relevant here, includes “all remuneration for employment paid to, or on behalf of, the employee” *See* 29 C.F.R. § 778.108. The PMWA has similar requirements. *See* 34 Pa. Code § 231.43.

56. The attendance bonuses Defendant pays to hourly-paid production workers are not determined at Defendant’s discretion, and thus must be included their regular rates. *See* 29 CFR § 778.211; 34 Pa. Code § 231.43(a)(3)(i).

57. Despite paying non-base compensation (including attendance bonuses) to hourly-paid production workers, Defendant fails to include such remuneration in its calculation of their regular rates or (as a result) their overtime rates.

58. Defendant is aware of, and/or recklessly disregards the possibility that non-base compensation (including attendance bonuses) it pays to hourly-paid production workers is lawfully required to be included in the calculation of their overtime rates, but fails to do so.

59. Defendant has willfully violated the FLSA, the PMWA, and the WPCL.

60. Defendant’s wrongful acts and/or omissions/commissions, as alleged herein, have not been exercised in good faith or in conformity with and in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the state and/or U.S. Department of Labor or any administrative practice or enforcement policy of such a department or bureau.

COLLECTIVE ACTION ALLEGATIONS

61. Plaintiff re-alleges and incorporates all previous paragraphs herein.

62. Plaintiff brings this action pursuant to Section 216(b) of the FLSA, as an opt-in representative action, for and on behalf of all hourly-paid workers who have been affected by Defendant's common unlawful policies and practices which include failing to pay overtime compensation, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") and attendant regulations at 29 C.F.R. § 516, *et seq.*

63. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on behalf of:

All hourly-paid production workers employed by Defendant at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

Plaintiff reserves the right to amend this definition as necessary.

64. As a result of the Defendant's illegal policies, there were many weeks in which Defendant failed to compensate members of the FLSA collective at an overtime premium rate of not less than one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) per workweek as required by the FLSA.

65. Plaintiff brings this collective action against Defendant to recover unpaid overtime compensation, liquidated damages, and reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).

66. The collective action further alleges a willful violation of the FLSA and seeks an additional, third year of limitations.

67. Plaintiff seeks to send notice to the hourly-paid workers of Defendant informing them of their rights to assert FLSA claims in this collective action by filing their individual

consent forms, as provided by 29 U.S.C. § 216(b) and supporting case law.

68. Certification of the collective action under the FLSA is appropriate because the employees described herein are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action are similarly situated because they were subject to the same or similar unlawful policies and practices as stated herein and their claims are based upon the same factual and legal theories.

69. Plaintiff anticipates that there will be no difficulty in the management of this litigation. This litigation presents claims under the FLSA, a type that have often been prosecuted on a class wide basis, and the manner of identifying the collective and providing any monetary relief to it can be effectuated from a review of Defendant’s records.

70. Plaintiff and the putative FLSA collective members demand a trial by jury.

RULE 23 CLASS ACTION ALLEGATIONS

71. Plaintiff re-alleges and incorporates all previous paragraphs herein.

72. Plaintiff also seeks to maintain this action pursuant to Fed. R. of Civ. P. 23, as an opt-out class action, on behalf all hourly-paid workers who have been affected by Defendant’s common unlawful policies and practices which include failing to pay straight time and overtime compensation, in violation of the PMWA and WPCL.

73. Plaintiff brings this Rule 23 class action on behalf of:

All hourly-paid production workers employed by Defendant in the Commonwealth of Pennsylvania at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

Plaintiff reserves the right to amend this definition as necessary.

74. Plaintiff brings this Rule 23 class action against Defendant to recover unpaid straight time and overtime wages, liquidated damages, pre- and post-judgment interest, and

reasonable attorneys' fees and costs pursuant to the PMWA and WPCL.

75. The members of the Rule 23 class are so numerous that joinder of all class members in this case would be impractical. Plaintiff reasonably estimates that there are a substantial number of class members in the Commonwealth of Pennsylvania. The Rule 23 class members should be easy to identify from Defendant's payroll and personnel records.

76. There is a well-defined community of interest among the Rule 23 class members and common questions of law and fact predominate in this action over any questions affecting each individual class member.

77. Plaintiff's claims are typical of those of the Rule 23 class members in that they and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic payroll policies and practices. All of the class members were subject to the same corporate practices of Defendant, as alleged herein, of failing to pay straight time and overtime wages. Any lawsuit brought by an employee of Defendant would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

78. All class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, failure to pay straight time and overtime wages. Thus, there are common questions of law and fact which are applicable to each and every one of the class members.

79. Plaintiff will fully and adequately protect the interests of the class members and have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiff and his counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

80. Defendant's corporate-wide policies and practices affected all class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each class member. Plaintiff's claim arises from the same legal theories as all other class members. Therefore, this case will be more manageable and efficient as a Rule 23 class action. Plaintiff and his counsel know of no unusual difficulties in this case.

81. Plaintiff and the Rule 23 class members demand a trial by jury.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
Failure to Pay Overtime Wages

82. Plaintiff re-alleges and incorporates all previous paragraphs herein.

83. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which she is employed.

84. Plaintiff and the FLSA collective members worked over forty (40) hours a week for Defendant in many workweeks.

85. As a result of the policies and violations alleged here in, Defendant failed to pay Plaintiff and the FLSA collective members for all hours worked in excess of forty (40) hours in a workweek.

86. As a result of the policies and violations alleged here in, Defendant failed to pay Plaintiff and the FLSA collective members overtime pay at a rate of 1.5 times of their regular rates of pay.

87. Defendant's conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

88. Because Defendant willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation pursuant to 29 U.S.C. § 255(a).

89. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the FLSA collective members were illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

COUNT II
(Individual and Fed R. Civ. P. 23 Class Action Claims)
Violation of the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, et seq.
Failure to Pay Overtime Wages

90. Plaintiff re-alleges and incorporates all previous paragraphs herein.

91. The PMWA provides that “[e]mployees shall be paid for overtime not less than one and one-half times the employee’s regular rate....” 43 Pa. Stat. Ann. § 333.104(c). Similar language is echoed in the regulations promulgated by the Secretary: “[E]ach employee shall be paid for overtime not less than 1-1/2 times the employee's regular rate of pay for all hours in excess of 40 hours in a workweek.” 34 Pa. Code § 231.41.

92. Plaintiff and the Rule 23 class members worked over forty (40) hours a week for Defendant in many workweeks.

93. As a result of the policies and violations alleged here in, Defendant failed to pay Plaintiff and the Rule 23 class members for all hours worked in excess of forty (40) hours in a workweek.

94. As a result of the policies and violations alleged here in, Defendant failed to pay

Plaintiff and the Rule 23 class members overtime pay at a rate of 1.5 times their regular rates of pay.

95. Defendant's conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

96. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the Rule 23 class members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to PMWA.

COUNT III
(Individual and Fed R. Civ. P. 23 Class Action Claims)
Violation of the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, et seq.
Failure to Pay Wages

97. Plaintiff re-alleges and incorporates all previous paragraphs herein.

98. The WPCL requires every employer to "pay all wages, other than fringe benefits and wage supplements, due to his employees on regular paydays designated in advance by the employer." 43 Pa. Stat. Ann. § 260.3(a).

99. Defendant was contractually obligated to pay Plaintiff and the Rule 23 class members for all hours worked.

100. As a result of the policies and violations alleged here in, Defendant failed to pay Plaintiff and the Rule 23 class members for all hours worked.

101. Defendant's conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

102. As a result of Defendant's conduct described above, Plaintiff and the Rule 23 class members were illegally deprived of compensation earned, in such amounts to be

determined at trial, and is entitled to recovery of such total unpaid amount, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to WPCL.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendant:

(A) A declaratory judgment that Defendant's wage practices alleged herein violate the overtime provisions of the FLSA;

(B) A declaratory judgment that Defendant's wage practices alleged herein violate the PMWA and WPCL;

(C) An Order for injunctive relief ordering Defendant to comply with the FLSA, PMWA and WPCL, and end all of the illegal wage practices alleged herein;

(D) 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;

(E) Certifying this action as a class action pursuant to Fed R. Civ. P. 23 with respect to the PMWA and WPCL claims set forth herein;

(F) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all FLSA collective and Rule 23 class members;

(G) Authorizing Plaintiff's counsel to send notice(s) of this action to all FLSA collective and Rule 23 class members, including the publishing of notice in a manner that is reasonably calculated to apprise the FLSA collective members of their rights by law to join and

participate in this lawsuit;

(H) Designating Plaintiff as the representatives of the FLSA collective and Rule 23 class in this action;

(I) Designating the undersigned counsel as counsel for the FLSA collective and Rule 23 Class in this action;

(J) Judgment for damages for all unpaid overtime wages and liquidated damages to which Plaintiff and the FLSA collective members are lawfully entitled under the FLSA;

(K) Judgment for damages for all unpaid overtime wages and pre- and post-judgment interest to which Plaintiff and the Rule 23 class members are lawfully entitled under the PWMA;

(L) Judgment for damages for all unpaid wages, liquidated damages and pre- and post-judgment interest to which Plaintiff and the Rule 23 class members are lawfully entitled under the WPCL;

(M) An incentive award for the Plaintiff for serving as representative of the FLSA collective and Rule 23 class in this action;

(N) Awarding reasonable attorneys' fees and costs incurred by Plaintiff in this action as provided by the FLSA, PMWA and WPCL;

(O) Judgment for any and all civil penalties to which Plaintiff and the FLSA collective and Rule 23 class members may be entitled; and

(P) Such other and further relief as to this Court may deem necessary, just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all other FLSA collective and Rule 23 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: January 4, 2023

BROWN, LLC

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