UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MICHAEL LANNING, on behalf of himself and similarly situated employees,	**Case No. 26 Civ.** 8029
***Plaintiff*,**	**CLASS ACTION COMPLAINT**
v.	
U.S. BANCORP,	
Defendant.	

Michael Lanning ("Lanning" or "Plaintiff"), as class representative, upon personal knowledge as to himself, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover overtime wages and other damages for Plaintiff and his similarly situated co-workers, mortgage loan officers or mortgage loan originators ("MLOs"), who work or have worked for U.S. Bancorp ("U.S. Bank" or "Defendant") in New York and/or New Jersey since September 15, 2020.

2. Plaintiff brings this action on behalf of himself and all other similarly situated MLOs in New York pursuant to Federal Rule of Civil Procedure 23 ("Rule 23"), to remedy violations of the NYLL, and the supporting New York State Department of Labor Regulations.

3. Plaintiff also brings this action on behalf of himself and similarly situated MLOs in New Jersey pursuant to Federal Rule of Civil Procedure 23 ("Rule 23") to remedy violations of the NJWHL, 34:11-56a *et seq.* and the NJWPL, 34:11-4.1, *et seq*.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over the state law claims in this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action in which: (1) there are 100 or more members in Plaintiff's proposed classes; (2) at least some members of the proposed classes have different citizenship from Defendant; and (3) the claims of the proposed class members, upon information and belief, exceed $5,000,000 in the aggregate.

5. The actions and policies alleged to be unlawful were committed in whole or in part around New York, and elsewhere across the United States where Defendant does business, and where Plaintiff and the class members worked for Defendant. This action is within the jurisdiction of, and venue is proper in, the United States District Court for the Southern District of New York pursuant to 28 U.S.C. § 1391 (b)(2) and (d) because a substantial part of the events forming the basis of this action occurred in this District and Defendant conducts business in this District.

PARTIES

Plaintiff

6. Plaintiff Lanning worked for Defendant U.S. Bancorp, as a MLO from in or about October 2021 until in or about May 2023, reporting to an office and to a manager in New York, New York and overseeing a New York territory. Lanning generally worked remotely in Essex County, New Jersey.

7. Plaintiff and those similarly situated were "employees" of Defendant as defined by the NYLL, the NJWHL, and the NJWPL.

Defendant

8. Defendant U.S. Bancorp, is a national bank providing online and mobile banking, home mortgage, loans and credit, investment, retirement, wealth management, and insurance

services throughout the United States. Defendant serves commercial, retail and institutional customers throughout the United States.

9. Defendant maintains its headquarters at 800 Nicollet Mall, Minneapolis, MN 55402.

10. At all relevant times, U.S. Bancorp maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other employment practices.

11. U.S. Bancorp applied the same employment policies, practices, and procedures to all MLOs nationwide, including policies, practices, and procedures with respect to payment of wages and commissions.

12. Defendant was, at all times relevant, an "employer" as defined by the NJWHL and NJWPL. Defendant regularly employs individuals in New Jersey and other states, including Plaintiff, in the performance of work on behalf of Defendant and is subject to the provisions of the NJWHL and NJWPL.

13. Defendant was, at all times relevant, an "employer" as defined by the NYLL. Defendant regularly employs individuals in New York and other states, including Plaintiffs, in the performance of work on behalf of Defendant and is subject to the provisions of the NYLL.

CLASS ACTION ALLEGATIONS

14. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and

without the unnecessary duplication of efforts and expense that numerous individual actions engender.

15. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation, and have previously represented many Plaintiff and classes in wage and hour cases.

The New York Class

16. Plaintiff brings the First, Second, and Third Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and a class of persons consisting of:

> All persons who work or have worked as MLOs for U.S. Bank in New York between September 15, 2020 and the date of final judgment in this matter (the "New York Class").

17. The New York Class members are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

18. There are more than 50 New York Class members.

19. Plaintiff's claims are typical of the claims of the putative class members, because Plaintiff, like all putative class members, was denied overtime wages, agreed upon wages, among other claims, under the NYLL. Plaintiff's claims are typical of those claims that could be alleged by any of the New York Class members, and the relief sought is typical of the relief which would be sought by each member of the New York Class in separate actions.

20. Plaintiff and the New York Class have all been injured in that they have been uncompensated or under-compensated due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected all the New York

Class similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each of the New York Class members.

21. Plaintiffs are able to fairly and adequately protect the interests of the New York Class and have no interests antagonistic to the New York Class.

22. Common questions of law and fact exist as to the New York Class that predominate over any questions only affecting Plaintiff and the New York Class Members individually.

The New Jersey Class

23. Plaintiff brings the Fourth and Fifth Causes of Action, NJWHL and NJWPL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and a class of persons consisting of:

> All persons who work or have worked as MLOs for U.S. Bank in New Jersey between September 15, 2020 and the date of final judgment in this matter (the "New Jersey Class").

24. The New Jersey Class members are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

25. There are more than 50 New Jersey Class members.

26. Plaintiff's claims are typical of the claims of the New Jersey Class, because Plaintiffs, like the New Jersey Class was denied overtime wages. Plaintiff's claims are typical of those claims that could be alleged by any of the New Jersey Class members, and the relief sought is typical of the relief which would be sought by each member of the New Jersey Class in separate actions.

27. Plaintiff and the New Jersey Class have all been injured in that they have been uncompensated or under-compensated due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected all the New Jersey

Class similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each of the New Jersey Class members.

28. Plaintiffs are able to fairly and adequately protect the interests of the New Jersey Class and have no interests antagonistic to the New Jersey Class.

29. Common questions of law and fact exist as to the New Jersey Class that predominate over any questions only affecting Plaintiff and the New Jersey Class Members individually.

FACTUAL ALLEGATIONS

30. Consistent with their policies and practices as described herein, Defendant harmed Plaintiff, individually, as follows:

Michael Lanning

31. Lanning worked for Defendant U.S. Bancorp, as a MLO from in or about October 2021 until in or about May 2023, reporting to an office and to a manager in New York, New York and overseeing a New York territory. Lanning generally worked remotely in Essex County, New Jersey.

32. The primary duty of Plaintiff and MLOs is sales and sales support, including assisting Defendant's customers with their mortgage applications, advising customers about available loan products, programs, rates, policies, underwriting requirements and loan procedures, and selling Defendant's various mortgage-related products to Defendant's customers.

33. Defendant compensated Plaintiff and MLOs with an hourly rate, plus commission based on sales of mortgage loan products.

34. Plaintiff and the other MLOs have performed their work from Defendants' office or from their home office.

35. Throughout his employment, Lanning regularly worked over 40 hours per week. In fact, Lanning typically worked between 9 and 12 hours a day, 6 days a week.

36. Despite regularly working over 40 hours per workweek, Lanning generally only recorded 40 hours in most workweeks, and thus was not paid for all of his overtime hours worked.

37. MLOs at US Bank, like Lanning, regularly worked over 40 hours per workweek.

38. Defendant required Lanning and MLOs to perform significant off-the-clock work.

39. Defendant has been aware that Plaintiff and MLOs regularly worked hours greater than the number of hours recorded.

40. Plaintiff and MLOs have regularly worked more than forty hours per week.

41. Defendant knew that Lanning and MLOs were working more hours than recorded in the company-wide timekeeping system.

42. Lanning and MLOs were required to use Defendant's digital applications to perform their work duties.

43. Lanning and MLOs regularly did not record all hours worked because of a common policy and practice by Defendant of discouraging the recording of all hours worked.

44. Lanning and MLOs spent considerable time working outside of the confines of regular business hours, including taking and receiving phone calls and e-mails, processing loan applications, and doing other paperwork integral to the performance of their duties.

45. Defendant continued to suffer and permit Lanning and MLOs to work this unrecorded time.

46. Lanning and MLOs were entitled to payment of overtime at one-and-one-half times their regular rate of pay for the hours worked in excess of forty hours in workweeks.

47. Lanning and MLOs also were entitled to payment of overtime wages on the commissions earned.

48. Lanning and MLOs were denied overtime owed on the commissions earned because of the common policy and practice by Defendant of discouraging the recording of all time worked.

49. Lanning and MLOs were paid according to the same pay policy.

50. Lanning and MLOs were not paid for all of their time worked, or for all of the overtime earned, because of the same policy and practice by Defendant.

51. Thus, Defendant failed to pay proper overtime compensation due to its policy and practice of not paying Lanning and similarly situated employees for all compensable time they worked.

52. Further, Defendant required Plaintiff and MLOs to incur necessary business expenses, including but not limited to, home internet service and cell phone data usage. Defendants failed to reimburse Plaintiff and MLOs for these expenses.

53. Throughout his employment, Defendant failed to provide Lanning and MLOs with accurate wage statements with each payment of wages as required by the NYLL, because the wage statements provide to Lanning by Defendant failed to reflect the correct number of hours Plaintiff worked.

54. Defendant's failure to provide Lanning with accurate wage statements misinformed Plaintiff about the correct number of hours he worked, and thus the wages he was entitled to receive, and allowed to Defendant to continue its unlawful pay scheme.

FIRST CAUSE OF ACTION
New York Labor Law – Overtime Wages
(Brought on behalf of Plaintiff and the New York Class)

55. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint.

56. Plaintiff and the New York Class have regularly worked more than forty hours per week.

57. Defendant failed to pay Plaintiff and the New York Class the premium overtime wages to which they were entitled under the NYLL for all hours worked over 40 hours per week.

58. As a result of the common policies described above Defendant has violated the overtime provisions of the NYLL with respect to Plaintiff and the New York Class by suffering and permitting Plaintiff and the New York Class to work off-the-clock without compensation.

59. Due to Defendant's violations of the NYLL, Plaintiff and the New York Class are entitled to recover from Defendant their unpaid overtime wages, liquidated damages, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

SECOND CAUSE OF ACTION
New York Labor Law – Agreed Upon Wages
(Brought on behalf of Plaintiff and the New York Class)

60. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint.

61. Pursuant to NYLL, Article 6 § 191(1)(d), Defendant has been required to pay Plaintiff and the New York Class the wages they have earned in accordance with the agreed terms of their employment.

62. Defendant has failed to pay Plaintiff and the New York Class the earned wages to which they are entitled under the NYLL and the supporting New York State Department of Labor Regulations, pursuant to the agreed-upon terms of Plaintiff's employment.

63. As a result of the common policies described above Defendant has violated the agreed upon wage provisions of the NYLL with respect to Plaintiff and the New York Class by: suffering and permitting Plaintiff and the New York Class to work off-the-clock without compensation.

64. Due to Defendant's violations of the NYLL, Plaintiff and the New York Class are entitled to recover from Defendant their unpaid agreed-upon wages, liquidated damages, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION
New York Labor Law – Failure to Provide Accurate Wage Statements
(Brought on behalf of Plaintiff and the New York Class)

65. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

66. Defendant failed to supply Plaintiff and the New York Class with an accurate statement of wages with every payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

67. Due to Defendant's violations of NYLL, Article 6, § 195(3), Plaintiff and the New York Class are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendant failed to provide them with accurate wage statements, or a total of five thousand dollars, and reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198(1-d).

FOURTH CAUSE OF ACTION

New Jersey Wage and Hour Law Violations – Failure to Pay Overtime Wages
(Brought on behalf of Plaintiff and the New Jersey Class)

68. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint.

69. The overtime wages sought by this claim are "wages" as defined by N.J.S.A. 34:11 56(a)(1)(d).

70. Throughout the relevant period, Defendant has been subject to the NJWHL and the enabling Regulations noted here.

71. Defendant failed to pay Plaintiff and the New Jersey Class the premium overtime wages to which they were entitled under the NJWHL – at rate of one and one half times their regular rate of pay – for all hours worked beyond 40 per workweek.

72. Defendant's actions in violation of the NJWHL have been made willfully to avoid liability under the NJWHL.

73. Defendant's violation of the NJWHL was not a first-time violation resulting from an inadvertent error made in good faith.

74. As alleged herein, Defendant has failed to compensate Plaintiff and the New Jersey Class the appropriate overtime wages for hours worked in excess of 40 per workweek.

75. Defendant knew or should have known that its policy and practice would deny Plaintiff and the New Jersey Class the overtime pay required by the NJWHL.

76. Defendant willfully violated the NJWHL by failing to pay New Jersey overtime wages for all hours worked over 40 per workweek to Plaintiff and the New Jersey Class.

77. As set forth above, Plaintiff and the New Jersey Class have sustained losses and lost compensation as a proximate result of Defendant's violations.

78. Accordingly, Plaintiff, on behalf of himself and the New Jersey Class, seeks damages in the amount of their unpaid overtime wages, interest, liquidated damages, and reasonable attorneys' fees and costs. N.J.S.A. § 34:11-56a25.

FIFTH CAUSE OF ACTION

New Jersey Wage Payment Law Violations – Failure to Pay All Wages
(Brought on behalf of Plaintiff and the New Jersey Class)

79. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint.

80. The NJWPL requires that Plaintiff and the New Jersey Class receive all wages due. N.J.S.A. 34:11-4.2.

81. Defendant promised to pay Plaintiff and the New Jersey Class for all hours worked.

82. As stated herein, Defendant failed to compensate Plaintiff and the New Jersey Class for all hours worked.

83. Defendant violated the NJWPL, and their agreement with Plaintiff and the New Jersey Class, by failing to pay Plaintiff and the New Jersey Class for all wages due, including time spent working off the clock.

84. Accordingly, Plaintiff, on behalf of himself and the New Jersey Class, seeks damages in the amount of their unpaid wages, interest, liquidated damages, and reasonable attorneys' fees and costs. N.J.S.A. § 34:11-56a25.

PRAYER FOR RELIEF

157. WHEREFORE, Plaintiff and all others similarly situated respectfully request that this Court:

A. Certify this case as a New York class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

B. Certify this case as a New Jersey class action pursuant to Rule 23 of the

Federal Rules of Civil Procedure;

C. Designate Plaintiff as the representative of the New York Class and the New Jersey Class and counsel of record as Class Counsel for all class claims;

D. Order Defendant to pay the unpaid agreed-upon wages, overtime wages, and an equal amount in liquidated damages permitted by law, pursuant to the NYLL, and the supporting New York State Department of Labor;

E. Order Defendant to pay the unpaid overtime wages, and an additional amount equal to not more than two hundred percent of liquidated damages pursuant to the N.J.S.A. § 34:11-56a, *et seq.*; 34:11-4.1, *et seq.,* and the supporting New Jersey Department of Labor and Workforce Development Regulations;

F. Order Defendant to pay statutory penalties of two hundred fifty dollars for each workday that Defendant failed to provide Plaintiff and the New York Class with accurate wage statements, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;

G. Order Defendant to pay prejudgment and post-judgment interest;

H. Order Defendant to pay reasonable attorneys' fees and costs of the action; and

I. Grant other such further relief as the Court deems just and proper.

Dated: September 15, 2026

Respectfully submitted,

/s/ Brian S. Schaffer

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