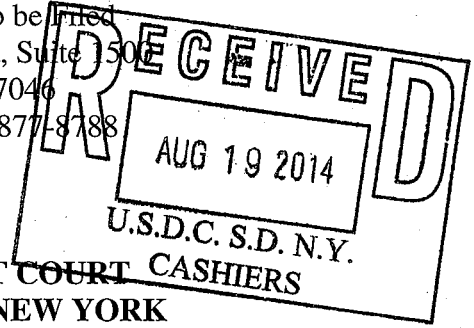


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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**JAMES SCHAEFER, JR., on behalf of himself and all
others similarly situated,**

Plaintiff,

-against-

M&T BANK CORPORATION,

Defendant.

**CLASS ACTION
COMPLAINT**

Plaintiff James Schaefer, Jr. ("Plaintiff" or "Schaefer"), individually and on behalf of all others similarly situated, 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 similarly situated coworkers – Staff Specialists, Analysts and similar employees (collectively, "Non-Exempt Workers") – who have been employed by Defendant M&T Bank Corporation ("Defendant" or "M&T") nationwide.

2. Throughout Plaintiff's employment, Defendant paid Non-Exempt Workers fixed annual salaries regardless of the hours they worked. The salaries paid by Defendant failed to compensate Non-Exempt Workers with statutory overtime premiums for hours worked beyond 40 per workweek.

3. Plaintiff and other Non-Exempt Workers are not properly exempt from the overtime pay requirements under federal or state law. In that regard, Non-Exempt Workers spend a majority of their time working on in-house desktop support and performing other non-complex tasks, such as: ensuring that Defendant's e-mails and calendar items are being sent, received, duplicated on handheld devices, captured/held for e-discovery, and backed up; monitoring the desktop queue; troubleshooting problems related to emails and calendar items; processing legal holds and e-discovery requests related to e-mail investigations; creating mass mailing lists; and providing handheld device support.

4. Throughout Plaintiff's employment, Defendant failed to monitor and/or record the actual hours worked by Non-Exempt Workers.

5. Defendants have applied the same employment policies, practices, and procedures to all Non-Exempt Workers.

6. Plaintiff brings this action on behalf of himself and all similarly situated current and former Non-Exempt Workers who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq.*, and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the wage-and-hour provisions of the FLSA by Defendants that have deprived Plaintiff and other similarly situated employees of their lawfully earned wages.

7. Plaintiff also brings this action on behalf of himself and all similarly situated current and former Non-Exempt Workers pursuant to Federal Rule of Civil Procedure 23 to remedy violations of the New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

THE PARTIES

Plaintiff

James Schaefer, Jr.

8. Schaefer is an adult individual who is a resident of Lockport, New York.

9. Schaefer was employed by Defendant as Non-Exempt Worker from in or around March 2003 to October 30, 2012. During this period, Schaefer worked for Defendant as an Analyst from in or around March 2003 to March 2008 and a Staff Specialist from in or around March 2008 to October 30, 2012.

10. Schaefer is a covered employee within the meaning of the FLSA and the NYLL.

11. A written consent form for Schaefer is being filed with this Complaint.

Defendant

M&T Bank Corporation

12. Defendant is a domestic business corporation organized and existing under the laws of New York.

13. According to the New York State Department of State – Division of Corporations, Defendant’s principal executive office is located at: “ONE M & T PLAZA / 12TH FL, BUFFALO, NEW YORK, 14203-2399.”

14. Defendant is the entity that appeared on Plaintiff’s paystubs and W-2 statements.

15. Defendant is a covered employer within the meaning of the FLSA and NYLL, and, at all times relevant, has employed Plaintiff and similarly situated employees.

16. At all relevant times, Defendant has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll and other employment practices that applied to them.

17. Defendant has applied the same employment policies, practices, and procedures to all Sales Associates, including policies, practices, and procedures with respect to payment of overtime wages and commissions

18. At all relevant times Defendant's annual gross volume of sales made or business done was not less than \$500,000.00.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337, and jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

20. This Court also has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

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

22. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district, and Defendant operates many branches and employs numerous Non-Exempt Workers in this district.

COLLECTIVE ACTION ALLEGATIONS

23. Plaintiff brings the First Cause of Action, a FLSA claim, on behalf of himself and all similarly situated persons who work or have worked as Non-Exempt Workers, who elect to opt-in to this action (the "FLSA Collective").

24. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and the FLSA Collective.

25. Consistent with Defendant's policy and pattern or practice, Plaintiff and the FLSA Collective were not paid the appropriate premium overtime wages for all hours worked beyond 40 per workweek.

26. All of the work that Plaintiff and the FLSA Collective have performed has been assigned by Defendant, and/or Defendant has been aware of all of the work that Plaintiff and the FLSA Collective have performed.

27. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the FLSA Collective. This policy and pattern or practice includes, but is not limited to:

- (a) willfully failing to pay its employees, including Plaintiff and the FLSA Collective, the appropriate premium overtime wages for all hours worked in excess of 40 hours in a workweek; and
- (b) willfully failing to record all of the time that its employees, including Plaintiff and the FLSA Collective, have worked for the benefit of Defendant.

28. Defendant's unlawful conduct, as described in this Complaint, is pursuant to a corporate policy or practice of minimizing labor costs by failing to properly compensate Plaintiff and the FLSA Collective for the overtime hours they work.

29. Defendant is aware or should have been aware that federal law required it to pay Plaintiff and the FLSA Collective overtime premiums for hours worked in excess of 40 hours per week.

30. Plaintiff and the FLSA Collective perform or performed the same primary duties.

31. Defendant's unlawful conduct has been widespread, repeated, and consistent.

32. There are many similarly situated current and former Non-Exempt Workers who have been denied overtime compensation in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

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

34. In recognition of the services Plaintiff has rendered and will continue to render to the FLSA Collective, Plaintiff will request payment of a service award upon resolution of this action.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings the Second, Third, and Fourth 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 for Defendant as Non-Exempt Workers and similar employees in New York between August 19, 2008 and the date of final judgment in this matter (the "Rule 23 Class").

36. Excluded from the Rule 23 Class are Defendant, Defendant's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Rule 23 Class.

37. The members of the Rule 23 Class are so numerous that joinder of all members is impracticable. Upon information and belief, the size of the Rule 23 Class is at least 100 individuals. Although the precise number of such employees is unknown, the facts on which the calculation of that number depends are presently within the sole control of Defendant.

38. Defendant has acted or has refused to act on grounds generally applicable to the Rule 23 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Rule 23 Class as a whole.

39. Common questions of law and fact exist as to the Rule 23 Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- (a) whether Defendant violated NYLL Articles 6 and 19, and the supporting New York State Department of Labor Regulations;
- (b) whether Defendant correctly compensated Plaintiff and the Rule 23 Class for hours worked in excess of 40 hours per workweek;
- (c) whether Defendant failed to keep true and accurate time and pay records for all hours worked by Plaintiff and the Rule 23 Class, and other records required by the NYLL;
- (d) whether Defendant failed to furnish Plaintiff and the Rule 23 Class with proper wage notices, as required by the NYLL;
- (e) whether Defendant failed to furnish Plaintiff and the Rule 23 Class with a proper statement with every payment of wages, as required by the NYLL;
- (f) whether Defendant's policy of failing to pay workers was instituted willfully or with reckless disregard of the law; and
- (g) the nature and extent of class-wide injury and the measure of damages for those injuries.

40. The claims of Plaintiff are typical of the claims of the Rule 23 Class he seeks to represent. Plaintiff and all of the Rule 23 Class members work, or have worked, for Defendant as Non-Exempt Workers in New York. Plaintiff and the Rule 23 Class members enjoy the same statutory rights under the NYLL, including to be properly compensated for the overtime hours they work, and to receive proper wage notices and wage statements. Plaintiff and the Rule 23 Class members have all sustained similar types of damages as a result of Defendant's failure to comply with the NYLL. Plaintiff and the Rule 23 Class members have all been injured in that they have been uncompensated or under-compensated due to Defendant's common policies, practices, and patterns of conduct.

41. Plaintiff will fairly and adequately represent and protect the interests of the members of the Rule 23 Class. Plaintiff understands that as class representative, he assumes a fiduciary responsibility to the class to represent its interests fairly and adequately. Plaintiff recognizes that as class representative, he must represent and consider the interests of the class just as he would represent and consider his own interests. Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over the class. Plaintiff recognizes that any resolution of a class action must be in the best interest of the class. Plaintiff understands that in order to provide adequate representation, he must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. Plaintiff has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiff and the Rule 23 Class members.

42. In recognition of the services Plaintiff has rendered and will continue to render to the Rule 23 Class, Plaintiff will request payment of a service award upon resolution of this action.

43. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Rule 23 Class have been damaged and are entitled to recovery as a result of Defendant's violations of the NYLL, as well as its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual Rule 23 Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Plaintiff lacks the financial resources to conduct a thorough examination of Defendant's timekeeping and compensation practices and to prosecute vigorously a lawsuit against Defendant to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendant's practices.

44. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

PLAINTIFF'S FACTUAL ALLEGATIONS

45. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiff as follows:

James Schaefer, Jr.

46. Defendants did not pay Schaefer the proper overtime wages for all of the time that he was suffered or permitted to work each workweek as a Non-Exempt Worker.

1. During his employment, Schaefer generally worked the following hours, unless he missed time for vacation, sick days and/or holidays: Mondays through Fridays from approximately 8:30 a.m. to 6-11:00 p.m. Schaefer also regularly worked remotely from home an average of approximately two to three nights per week for approximately one to two hours per night, and worked an average of approximately two weekend days per month from approximately 7:00 am to 6-8:00 p.m.

47. As indicated above, Defendants repeatedly suffered or permitted Schaefer to work over 40 hours per workweek, up to a maximum of approximately 85 hours per week.

48. Throughout his employment, Defendant paid Schaefer a fixed salary that was intended to compensate him for a 40 hour workweek. As a result, Defendant failed to pay Schaefer the appropriate overtime premiums – calculated at time and one-half his regular hourly rate – for all hours worked beyond 40 per workweek.

49. Defendant never informed Schaefer that his salary included payment for overtime hours at the premium rate, and Schaefer never understood that his salary included overtime premiums for hours worked beyond 40 per workweek. As a result, Defendant was required to pay Schaefer at time and one-half his regular hourly rate for all hours worked beyond 40 per workweek.

50. Throughout his employment, Defendant failed to monitor and/or record the actual hours Schaefer worked.

51. During his employment, Schaefer complained to Defendant on multiple occasions about working over 40 hours per week without overtime compensation, and was repeatedly told by Defendant that he was not entitled to premium overtime wages.

52. Throughout his employment, Schaefer spent a majority of his time working on in-house desktop support and performing other non-complex tasks, such as: ensuring that Defendant's e-mails and calendar items were being sent, received, duplicated on handheld devices, captured/held for e-discovery, and backed up; monitoring the desktop queue; troubleshooting problems related to emails and calendar items; processing legal holds and e-discovery requests related to e-mail investigations; creating mass mailing lists; and providing handheld device support.

53. Throughout his employment, Schaefer's job did not consist of: (a) the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; (b) the design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; (c) the design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (d) a combination of these duties.

54. Throughout his employment, Schaefer's primary job duties were not directly related to Defendant's or Defendant's customers' management or general business operations.

55. Throughout his employment, Schaefer's job duties did not include the exercise of discretion or independent judgment regarding matters of significance. In that regard, Schaefer: was not involved in planning Defendant's long or short term business objectives; could not formulate, affect, implement or interpret Defendant's management policies or operating practices; did not carry out major assignments that affected Defendant's business operations; did not have authority to commit Defendant's in matters that have significant financial impact; and could not waive or deviate from Defendant's established policies or procedures without prior approval.

56. Throughout his employment, Schaefer's duties were assigned to him by Defendant through his superiors.

57. Throughout his employment, Schaefer's primary job duties did not include: supervising two or more employees; hiring; firing; making recommendations for hiring, firing, or other employment decisions; disciplining; or scheduling.

58. Throughout his employment, Schaefer's primary job duties did not require advanced knowledge in a field of science or learning, and Defendant did not require Schaefer to possess an advanced degree and/or certifications to complete his job duties.

59. Throughout his employment, Schaefer did not earn \$100,000.00 or more in total annual compensation.

60. Defendants failed to furnish Schaefer with proper wage notices, as required by the NYLL.

61. Defendant failed to furnish Schaefer with a proper wage statement with every payment of wages, as required by the NYLL.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiff and the FLSA Collective)

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

63. Defendant has engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Complaint.

64. Plaintiff has consented in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b).

65. At all times relevant, Plaintiff and the members of the FLSA Collective have been employed by an entity engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*, and/or they have been engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*

66. At all times relevant, Plaintiff and the members of the FLSA Collective were or have been employees within the meaning of 29 U.S.C. §§ 201 *et seq.*

67. At all times relevant, Defendant has been the employer of Plaintiff and the members of the FLSA Collective, engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*

68. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiff and the members of the FLSA Collective.

69. Defendant has failed to pay Plaintiff and the members of the FLSA Collective the premium overtime wages to which they are entitled under the FLSA for all hours worked beyond 40 per workweek.

70. Defendant's unlawful conduct, as described in this Complaint, has been willful and intentional. Defendant is aware or should have been aware that the practices described in this Complaint are unlawful. Defendant has not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the members of the FLSA Collective.

71. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. §§ 201 *et seq.*

72. As a result of Defendant's willful violations of the FLSA, Plaintiff and the members of the FLSA Collective have suffered damages by being denied overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

SECOND CAUSE OF ACTION
New York Labor Law – Overtime Wages
(Brought on behalf of Plaintiff and the members of the Rule 23 Class)

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

74. Defendant has engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Complaint.

75. At all times relevant, Plaintiff and the members of the Rule 23 Class have been employees of Defendant, and Defendant has been the employer of Plaintiff and the members of the Rule 23 Class within the meaning of the NYLL §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

76. At all times relevant, Plaintiff and the members of the Rule 23 Class have been covered by the NYLL.

77. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendant, and protect Plaintiff and the members of the Rule 23 Class.

78. Defendant has failed to pay Plaintiff and the members of the Rule 23 Class the premium overtime wages to which they are entitled under the NYLL and the supporting New York State Department of Labor Regulations for all hours worked beyond 40 per workweek.

79. Defendant has failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiff and the members of the Rule 23 Class.

80. Through their knowing or intentional failure to pay Plaintiff and the members of the Rule 23 Class the appropriate overtime wages for hours worked in excess of 40 hours per workweek, Defendant has willfully violated the NYLL, Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

81. Due to Defendant's willful violations of the NYLL, Plaintiff and the members of the Rule 23 Class are entitled to recover from Defendant their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION

New York Labor Law – Failure to Provide Proper Wage Notices (Brought on behalf of Plaintiff and the members of the Rule 23 Class)

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

83. Defendant has willfully failed to furnish Plaintiff and the members of the Rule 23 Class with wage notices as required by NYLL, Article 6, § 195(1), in English or in the language identified by each employee as their primary language, at the time of hiring, and on or before February first of each subsequent year of the employee's employment with the employer, a notice containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage,

including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with NYLL, Article 6, § 191; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

84. Through its knowing or intentional failure to provide Plaintiff and the members of the Rule 23 Class with the wage notices required by the NYLL, Defendant has willfully violated NYLL, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

85. Due to Defendant’s willful violations of NYLL, Article 6, § 195(1), Plaintiff and the members of the Rule 23 Class are entitled to statutory penalties of fifty dollars for each workweek that Defendant failed to provide Plaintiff and the members of the Rule 23 Class with proper wage notices, or a total of twenty-five hundred dollars each, reasonable attorneys’ fees, costs, and injunctive and declaratory relief, as provided for by NYLL, Article 6, § 198(1-b).

FOURTH CAUSE OF ACTION

New York Labor Law – Failure to Provide Proper Wage Statements (Brought on behalf of Plaintiff and the members of the Rule 23 Class)

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

87. Defendant has willfully failed to furnish Plaintiff and the members of the Rule 23 Class with a statement with every payment of wages as required by NYLL, Article 6, § 195(3), listing: the 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; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; and the number of regular and overtime hours worked.

88. Through its knowing or intentional failure to provide Plaintiff and the members of the Rule 23 Class with the wage statements required by the NYLL, Defendant has willfully violated NYLL, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

89. Due to Defendant's willful violations of NYLL, Article 6, § 195(3), Plaintiff and the members of the Rule 23 Class are entitled to statutory penalties of one hundred dollars for each workweek that Defendant failed to provide Plaintiff and the members of the Rule 23 Class with proper wage statements, or a total of twenty-five hundred dollars each, reasonable attorneys' fees, costs, and injunctive and declaratory relief, as provided for by NYLL, Article 6, § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated persons, respectfully requests that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all Non-Exempt Workers and similarly situated employees, who are presently, or have at any time during the six years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked for Defendant nationwide. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid overtime compensation and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiff as representative of the Rule 23 Class and counsel of record as Class Counsel;

E. Issuance of a declaratory judgment that the practices complained of in this Complaint are unlawful under the NYLL, Article 6, §§ 190 *et seq.*, NYLL, Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations;

F. Unpaid overtime wages and liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

G. Statutory penalties of fifty dollars for each workweek that Defendant failed to provide Plaintiff and the members of the Rule 23 Class with proper wage notices, or a total of twenty-five hundred dollars each, as provided for by NYLL, Article 6 § 198;

H. Statutory penalties of one hundred dollars for each workweek that Defendant failed to provide Plaintiff and the members of the Rule 23 Class with proper wage statements, or a total of twenty-five hundred dollars each, as provided for by NYLL, Article 6 § 198;

I. Payment of a service award to Plaintiff, in recognition of the services he has rendered and will continue to render to the FLSA Collective and Rule 23 Class;

J. An injunction requiring Defendant to pay all statutorily required wages and cease the unlawful activity described herein pursuant to the NYLL;

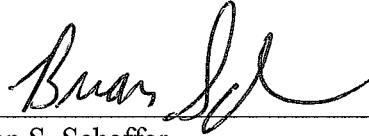
K. Prejudgment and post-judgment interest;

L. Reasonable attorneys' fees and costs of the action; and

M. Such other relief as this Court shall deem just and proper.

Dated: New York, New York
August 19, 2014

Respectfully submitted,



Brian S. Schaffer

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*Attorneys for Plaintiff and
the Putative Class*

IN RE: FLSA CLAIMS AGAINST:	}	COLLECTIVE ACTION
	}	
	}	
M&T BANK CORPORATION, ET AL.	}	<u>NOTICE OF CONSENT</u>
	}	

I consent to be a party plaintiff in an action to collect unpaid wages. I agree to be bound by the Professional Services Agreement.

DocuSigned by:
James M Schaefer Jr
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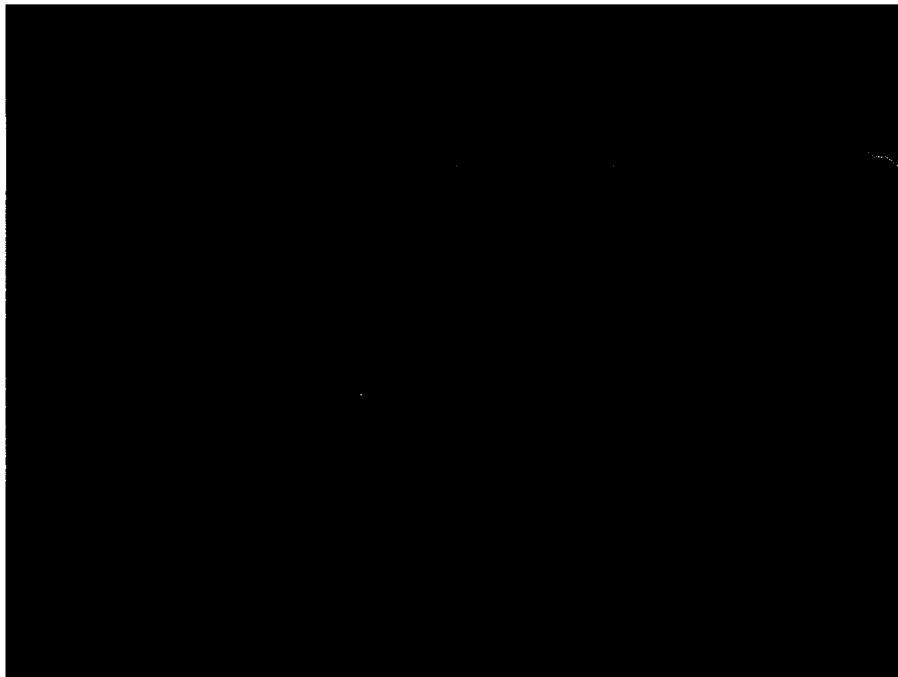
Signature

James M. Schaefer Jr.

Full Legal Name (print)

6/13/14

Date



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