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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KELLY BOLDING, and MICHAEL  
MANFREDI, individually and on behalf of a  
class of all others similarly situated,

Plaintiffs,

v.

BANNER BANK, a Washington Corporation,

Defendant.

No. 2:17-cv-0601RSL

NOTICE OF CONDITIONAL  
CERTIFICATION OF COLLECTIVE  
ACTION LAWSUIT ALLEGING  
FAILURE TO PAY OVERTIME  
WAGES

**If you would like to join in this Fair Labor Standards Act Collective Action,  
you must submit a “Consent to Join” form no later than [NINETY DAYS  
AFTER NOTICE IS MAILED].**

1 **NOTICE OF LAWSUIT AND RIGHT TO OPT-IN**

2 The United States District Court for the Western District of Washington has  
3 preliminarily certified a collective action under the federal Fair Labor Standards Act  
4 (“FLSA”) and has approved this Notice to be distributed to the following:

5 TO: ALL MORTGAGE LOAN OFFICERS (INCLUDING LOAN OFFICERS,  
6 RESIDENTIAL LENDERS, AND REAL ESTATE COMMISSIONED LOAN  
7 OFFICERS) CURRENTLY OR FORMERLY WORKING FOR BANNER  
8 BANK OR AMERICANWEST BANK

9 RE: LAWSUIT TO RECOVER UNPAID OVERTIME WAGES UNDER THE  
10 FAIR LABOR STANDARDS ACT

11 **This Notice is to (1) inform you about a lawsuit in which you might be able to  
12 make a claim for money damages under the FLSA for overtime wages, (2) to  
13 advise you of how your rights may be affected by this lawsuit, and (3) to instruct  
14 you on the procedure for participating in this lawsuit, if you so choose.**

15 **PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

16 **I. DESCRIPTION OF THE LAWSUIT**

17 Former Banner Bank and AmericanWest Bank Loan Officers Kelly Bolding and  
18 Michael Manfredi filed a collective action lawsuit in federal court against Banner Bank  
19 on behalf of themselves and all other similarly situated employees. The lawsuit alleges  
20 that Banner Bank and its predecessor in interest AmericanWest Bank violated the  
21 FLSA by denying Mortgage Loan Officers overtime wages due for working more than  
22 40 hours per week. Plaintiffs also seek a ruling that any award of unpaid overtime  
23 wages recovered in this lawsuit should be doubled since the failure to pay overtime  
24 owed to Mortgage Loan Officers was intentional.

25 This litigation is currently in the early pretrial stage.

26 **II. PLAINTIFFS’ STATEMENT**

Under the FLSA, Mortgage Loan Officers are entitled to be paid an hourly wage for each hour worked. The law defines work as: activity or inactivity that is requested or allowed by the employer and that is pursued predominantly for the employer's benefit, even though it confers a benefit on the employee. Compensable work may include, among other things, time spent generating business, communicating with clients, participating in training, or completing work-related tasks for Banner Bank,

1 whether or not the work is performed during regular bank hours, outside the office, or  
2 on weekends, vacations, holidays, lunch, or other breaks.

3 **III. DEFENDANT'S STATEMENT**

4 Banner Bank denies Plaintiffs' allegations and any wrongdoing. It contends that  
5 Banner Bank and AmericanWest Bank have policies prohibiting off-the-clock work of  
6 any type, that Mortgage Loan Officers are expected to and do record all hours worked,  
7 and that Banner Bank and AmericanWest Bank have paid Mortgage Loan Officers for  
8 all of their hours worked, including all overtime hours.

9 **IV. PERSONS ELIGIBLE TO MAKE A CLAIM IN THIS LAWSUIT**

10 You are eligible to join this lawsuit if you worked as a Mortgage Loan Officer  
11 (for purposes of this litigation, the term includes Loan Officers, Residential Lenders,  
12 and Real Estate Commissioned Loan Officers) in the United States for Banner Bank or  
13 its predecessor in interest, AmericanWest Bank, at any time after December 15, 2014.

14 **V. HOW TO PARTICIPATE IN THIS LAWSUIT**

15 If you wish to make a claim and join this case by becoming a plaintiff in the  
16 collective action, you must "opt-in" to the lawsuit by submitting a "Consent to Join," a  
17 copy of which is attached to this notice and located on the case web page maintained by  
18 plaintiffs' counsel: [www.blankenshiplawfirm.com/banner-bank/](http://www.blankenshiplawfirm.com/banner-bank/). You must  
19 complete, sign, and submit this form by **[ninety days after notice is mailed]**. You may  
20 mail, fax, or email your completed form to:

21 **SCOTT C.G. BLANKENSHIP**  
22 **THE BLANKENSHIP LAW FIRM, P.S.**  
23 1000 SECOND AVENUE, SUITE 3250  
24 SEATTLE, WASHINGTON 98104  
25 PHONE: (206) 343-2700 FAX: (206) 343-2704  
26 BLF@BLANKENSHIPLAWFIRM.COM

27 **If you do not timely deliver a "Consent to Join" form or timely file a  
28 separate lawsuit on your own, any rights you may have under the FLSA for  
29 overtime wages or other relief requested in this lawsuit may be waived. You will  
30 not participate in any recovery, settlement, or judgment Plaintiffs may obtain  
31 through this litigation.**

1 **V. LEGAL EFFECT OF SUBMITTING THE CONSENT FORM**

2 If you choose to join this lawsuit by timely delivering the “Consent to Join”  
3 form, you will be permitted to participate as a plaintiff in the collective action now  
4 pending before the court. By participating, you will be entitled to seek overtime wages  
5 for three years prior to the date on which you join the litigation. You will be bound by  
6 any judgment or settlement of the claims under the FLSA, whether the outcome is  
7 favorable or unfavorable.

8 If you join the lawsuit, you may be required to actively participate by, for  
9 example, producing documents for use in the litigation, responding to discovery  
10 requests, and providing testimony under oath at a deposition or at trial.

11 If you choose to join, you agree to allow Kelly Bolding and Michael Manfredi to  
12 represent your interests in this lawsuit. Although you will not get copies of every  
13 document filed in the litigation, you will be entitled to notice of any ruling reducing the  
14 size of the collective, as well as notice of and an opportunity to be heard respecting any  
15 proposed settlement or dismissal of the claims.

16 You may be required, as a condition of participating in any recovery through  
17 settlement or judgment, to present proof of your claim(s) against Defendant. (You  
18 should therefore preserve information or records regarding hours worked and overtime  
19 wages paid).

20 If you choose to join, you are designating Plaintiffs’ counsel, Scott C. G.  
21 Blankenship and The Blankenship Law Firm, P.S., as your agents to make binding  
22 decisions on your behalf concerning the litigation. If this collective action is later de-  
23 certified, counsel will inform you of your options, which may include abandoning your  
24 claims, pursuing the claims on your own or with alternate counsel, or hiring Mr.  
25 Blankenship to represent you individually.

26 If a settlement or judgment is entered in favor of the collective, any payment of  
attorney’s fees must be approved by the Court. You will be provided with written notice  
of any fee requests by counsel, and you will have the opportunity to object to it if you  
chose to do so.

**VI. LEGAL EFFECT OF NOT SUBMITTING A CONSENT TO JOIN**

If you do not wish to participate in this lawsuit as a plaintiff, simply do nothing.  
You will not be bound by or share in any judgment or settlement regarding any claim  
you may have under the FLSA, whether favorable or unfavorable. To the extent you do  
not bring a timely legal action on your own behalf to recover overtime under the FLSA,  
you may lose the ability to recover any overtime claimed to be owed in this lawsuit.

1 **VII. NO OPINION EXPRESSED AS TO MERITS OF LAWSUIT**

2 This Notice is for the sole purpose of providing current and former Banner Bank  
3 Mortgage Loan Officers with information concerning the right to join the lawsuit. The  
4 Court takes no position on the validity of the claims asserted in this lawsuit.

5 **VIII. NO RETALIATION PERMITTED**

6 Federal law prohibits employers, such as Banner Bank, from discriminating or  
7 retaliating against or taking any negative actions against any person for “opting-in” to  
8 this lawsuit, making a claim or complaint for compensation, assisting or testifying in a  
9 lawsuit under the FLSA, or otherwise participating in a proceeding or exercising their  
10 rights under the FLSA.

11 **IX. FURTHER INFORMATION**

12 For further information about this lawsuit, you may contact Plaintiffs’ counsel  
13 by mail at: 1000 Second Avenue, Suite 3250, Seattle, Washington, 98104, by telephone  
14 at (206) 343-2700, or by e-mail at BLF@blankenshiplawfirm.com  
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UNITED STATES DISTRICT COURT  
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KELLY BOLDING, and MICHAEL  
MANFREDI, individually and on behalf of a class  
of all others similarly situated,

No. 2:17-cv-0601RSL

Plaintiffs,

CONSENT TO JOIN

v.

BANNER BANK, a Washington Corporation,

Defendant.

1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216(b), I hereby consent to join and act as a plaintiff, along with the others, in the above-captioned lawsuit.

2. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.

3. I hereby designate Kelly Bolding, Michael Manfredi, and Scott C.G. Blankenship of the Blankenship Law Firm, P.S. to represent me in the lawsuit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

You must complete, sign, and submit this form by **[ninety days after notice is mailed]**. You may mail, fax, or email your completed form to:

**THE BLANKENSHIP LAW FIRM, P.S.**

1000 Second Avenue, Suite 3250

Seattle, Washington 98104

Phone: (206) 343-2700 Fax: (206) 343-2704

BLF@blankenshiplawfirm.com