

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY**

CHRIS SALEM, AIDA YOUSIF, and	)	
GAURAV KUMAR	)	ELECTRONICALLY FILED
	)	
on behalf of themselves	)	
and others similarly situated,	)	Jury Trial Requested
	)	
Plaintiffs,	)	
	)	Case No: 6:25-CV-172-KKC
vs.	)	
	)	
PBT BANCORP f/k/a “Peoples Bank &	)	
Trust Company of Hazard”	)	
	)	
Defendant.	)	

**COMPLAINT**  
**Collective Action under the Fair Labor Standards Act**

**COME NOW**, the Plaintiffs Christopher Salem, Aida Yousif, and Gaurav Kumar, on behalf of themselves and all others similarly situated, by and through their attorneys and bring this action against Defendant PBT Bancorp (previously known as “Peoples Bank & Trust Company of Hazard”), for damages and other relief relating to violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiffs’ respective FLSA claims are asserted as a collective action pursuant to 29 U.S.C. § 216(b) for the following collectives of similarly situated employees: Team Managers,<sup>1</sup> Mortgage Loan Originators (“MLO”), and Loan Processors. The following allegations are based on Plaintiffs’ personal knowledge, information and beliefs as to the acts of others.

**JURISDICTION AND VENUE**

1. This Court has original jurisdiction to hear this Complaint and to adjudicate the claims stated herein under 28 U.S.C. § 1331, as this action is being brought under the Federal

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<sup>1</sup> These were also known as MPO Managers.

Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

2. Venue is proper in the United States District Court for the Eastern District of Kentucky pursuant to 28 U.S.C. § 1391 because Defendant operates its headquarters in Hazard, Perry County, Kentucky, does business in this district, and because a substantial part of the events giving rise to the claims occurred in this district.

### **PARTIES**

3. Defendant PBT Bancorp is a state chartered bank (state member bank) and member of the federal reserve system (previously known as “Peoples Bank & Trust Company of Hazard”). Its corporate headquarters are located at 524 Main Street, Hazard, Kentucky 41701. David Prater is Defendant’s current Chief Executive Officer.

4. Defendant engaged in interstate commerce by, among other things, selling mortgage loans and other financial products in multiple states, including Kentucky. According to the National Mortgage Licensing System at the time of this filing, PBT Bancorp employs 140 MLOs at its various offices in these states.

5. Upon information and belief, Defendant’s gross annual sales made, or business done, has been \$500,000 or greater at all relevant times.

6. Defendant is, and has been, an “employer” engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(d).

7. Plaintiff Christopher Salem is a resident of Michigan. Mr. Salem worked as a Team Manager for Defendant from on or about March 2024 through on or about September 2025 at Defendant’s office located in Bingham Farms, Michigan.

8. Plaintiff Aida Yousif is a resident of Michigan. Ms. Yousif worked as an MLO for Defendant from on or about March 2024 through on or about September 2025 at Defendant's office located in Bingham Farms, Michigan.

9. Plaintiff Gaurav Kumar is a resident of Michigan. Mr. Kumar worked as a Loan Processor for Defendant from on or about May 2024 through on or about September 2025 at Defendant's office located in Bingham Farms, Michigan.

10. Plaintiffs and others similarly situated are current or former "employees" of Defendant under the FLSA within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

11. Plaintiffs and others similarly situated have been employed by Defendant within three years prior to the filing of this lawsuit. *See* 29 U.S.C. § 255(a).

12. Plaintiffs bring this action on behalf of themselves and other similarly situated employees as a collective class pursuant to 29 U.S.C. § 216(b).

### **FACTUAL ALLEGATIONS**

#### ***Mortgage Loan Originators***

13. Plaintiff Yousif and others similarly situated worked as Mortgage Loan Originators ("MLO") for Defendant and worked out of Defendant's offices located throughout the United States including Kentucky.

14. As MLOs, Plaintiff Yousif and others similarly situated had or have the primary duty of selling mortgage loan products to customers of Defendant. The work performed by Plaintiff and others similarly situated is, and was, work directly related to mortgage sales and refinances. This primary duty established the Plaintiff and others similarly situated as being entitled to overtime pay under the FLSA at the rate of one and one-half their regular rate of pay for all hours worked in excess of forty per workweek. *See* 29 U.S.C. § 207(a)(1).

15. As MLOs, Plaintiff Yousif and others similarly situated were not exempt from overtime under either the executive, administrative or professional exemptions to overtime pay under the FLSA. *See* 29 U.S.C. § 213(a)(1).

16. As MLOs, Plaintiff Yousif and others similarly situated were not exempt from overtime under the outside sales exemption under the FLSA. *See* 29 C.F.R. § 541.500 *et seq.*

17. Defendant has a common policy or plan on how all MLOs were compensated in violation of the FLSA which included the following:

a. Defendant did not require nonexempt MLOs such as Plaintiff Yousif and others similarly situated to properly and accurately report all hours worked for purposes of overtime compensation in violation of the FLSA. *See* 29 U.S.C. § 211(c).

b. Defendant compensated MLOs such as Plaintiff Yousif and others similarly situated under a pure commission basis.

c. Defendant failed to compensate MLOs such as Plaintiff Yousif and others similarly situated based on hours worked in a workweek, failed to compensate said employees their mandatory minimum wage as required under their respective state laws or the federal law, and failed to compensate said employees at one and one-half their regular rate of pay for all hours worked in excess of forty per workweek.

18. As MLOs, Plaintiff Yousif and others similarly situated entered into a written MLO agreement with Defendant regarding their work and compensation. This agreement stated that all MLOs would be paid their respective state's minimum wage for each hour worked, and that this amount would be treated as a draw against future commissions. Despite this contractual promise, Defendant failed to pay Plaintiff Yousif and others similarly situated this minimum wage and overtime.

19. All of the allegations set forth in paragraphs 13 through 18 apply (a) equally to any MLO such as Plaintiff Yousif and others similarly situated, and (b) regardless of where the Plaintiff and others similarly situated worked from, such as at Defendant's office location or from a home office.

20. Throughout her employment as an MLO, Plaintiff Yousif regularly worked on average 70 hours per week on a weekly basis. This included working evenings, weekends, and from home. From her daily interactions and observations with other MLOs who worked for the Defendant, the Plaintiffs observed these employees also routinely working in excess of forty hours per workweek.

21. Defendant was aware, or should have been aware, that Plaintiff Yousif and other similarly situated MLOs performed work that required payment of overtime compensation, and that said employees were routinely working in excess of forty hours per workweek.

22. Moreover, it is common knowledge within the financial mortgage industry that courts and the United States Department of Labor have found MLOs and loan processors to be non-exempt and entitled to overtime pay.<sup>2</sup>

### ***Loan Processors***

23. Plaintiff Kumar and others similarly situated work as Loan Processors for Defendant and worked out of Defendant's offices located throughout the United States including Kentucky.

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<sup>2</sup> "Based on the following analysis it is the Administrator's interpretation that employees who perform the typical job duties of a mortgage loan officer, as described below, do not qualify as bona fide administrative employees exempt under section 13(a)(1) of the Fair Labor Standards Act, 29 U.S.C. § 213(a)(1)." U.S. Department of Labor, Administrator's Interpretation No. 2010-1 (Mar. 24, 2010). *See Perez v. Mortgage Bankers Ass'n*, 135 S.Ct. 1199, 1201, 575 U.S. 92, 93 (2015) (holding that the U.S. DOL interpretation that loan originators are not exempt from overtime under the administrative exemption was properly issued).

24. As Loan Processors, Plaintiff Kumar and others similarly situated had or have the primary duty of requesting, collecting, and organizing documents/data related to the Defendant's sale of mortgage loan products to customers. The work performed by Plaintiff Kumar and others similarly situated is, and was, work directly related to mortgage sales and refinances. This primary duty established the Plaintiff Kumar and others similarly situated as being entitled to overtime pay under the FLSA at the rate of one and one-half their regular rate of pay for all hours worked in excess of forty per workweek. *See* 29 U.S.C. § 207(a)(1).

25. As a Loan Processor, Plaintiff Kumar and others similarly situated were not exempt from overtime under either the executive, administrative or professional exemptions under the FLSA. *See* 29 U.S.C. § 213(a)(1).

26. The Defendant had a common policy or plan on how all Loan Processors were compensated in violation of the FLSA. While the Plaintiff Kumar was paid a set hourly rate for work performed—and paid overtime at a rate of one and one-half this hourly rate for all overtime hours worked—the Defendant failed to include all nondiscretionary income paid to Loan Processors when calculating their overtime rate of pay.

27. Loan Processors, including Plaintiff Kumar, received a fixed additional payment for each closed mortgage loan file they handled. For each file Kumar closed, he received a \$100 bonus on top of his hourly wage. Under the FLSA, these additional nondiscretionary bonus payments are required to be included in calculating Loan Processor's regular rate of pay. 29 C.F.R. § 778.208 *et seq.* Failure to include these bonus payments incorrectly reduced the Loan Processors' weekly regular rate of pay. In turn, any overtime paid to Loan Processors was calculated on an incorrect and lower regular rate of pay thereby denying Plaintiff Kumar and others similarly situated overtime pay required under the FLSA.

28. All of the allegations set forth in paragraphs 22 through 27 apply (a) equally to any Loan Processor such as Plaintiff Kumar and others similarly situated, and (b) regardless of where the Plaintiff and others similarly situated worked, such as at Defendant's office location or from a home office.

29. Throughout his employment as a Loan Processor, Plaintiff Kumar regularly worked on average 47 hours per week on a weekly basis. This included working evenings, weekends, and from home.

30. From his daily interactions and observations with other Loan Processors who worked for the Defendant, Plaintiff Kumar observed these employees also routinely working in excess of forty hours per workweek.

31. Defendant was aware, or should have been aware, that Plaintiff and other similarly situated Loan Processors performed work that required payment of overtime compensation, and that said employees were routinely working in excess of forty hours per workweek.

### ***Team Managers***

32. Plaintiff Salem and others similarly situated worked as Team Managers for Defendant. Throughout all relevant times herein, the Plaintiff Salem and other similarly situated Team Managers worked out of Defendant's offices located throughout the United States.

33. As Team Managers, Plaintiff Salem and others similarly situated had or have the same primary duty of managing the office operations.

34. Plaintiff Salem and others similarly situated were subject to the same policy of Defendant in that they were all treated as salary exempt under the FLSA. Furthermore, Plaintiff Salem and others similarly situated were subject to the same policy whereby Defendant failed to

compensate them on a salary basis at not less than the level set forth in 29 C.F.R. § 541.600. As a result, Plaintiff Salem and others similarly situated were not exempt from overtime under either the executive, administrative or professional capacity. *See* 29 U.S.C. § 213(a)(1).

35. Plaintiff Salem and others similarly situated were also denied compensation equal to their respective minimum wage for hours worked.

36. Due to Defendant's failure to pay the correct salary basis as required under the FLSA, Plaintiff Salem and others similarly situated are entitled to overtime pay under the FLSA equal to one and one-half their regular rate of pay for all hours worked in excess of forty per workweek.

37. All of the allegations set forth in paragraphs 32 through 36 apply (a) equally to any Team Managers such as Plaintiff Salem and others similarly situated, and (b) regardless of where the Plaintiff Salem and others similarly situated worked, such as at Defendant's office location or from a home office.

38. Throughout his employment as a Team Manager, Plaintiff Salem regularly worked on average 58-60 hours per week on a weekly basis. This included working evenings, weekends, and from home.

39. From his interactions and observations with other Team Managers who worked for the Defendant, these employees also routinely worked in excess of forty hours per workweek.

40. Defendant was aware, or should have been aware, that Plaintiff and other similarly situated Team Managers performed work that required payment of overtime compensation, and that said employees were routinely working in excess of forty hours per workweek.



**COUNT I**  
**FLSA COLLECTIVE ACTION**

41. Plaintiffs, on behalf of themselves and others similarly situated, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

42. The FLSA, 29 U.S.C. § 207, requires employers to pay employees one and one-half times the regular rate of pay for all hours worked over forty (40) hours per workweek.

43. Under 29 U.S.C. § 216(b), the Plaintiffs file this action on behalf of themselves, and all individuals similarly situated. The proposed FLSA collective classes are defined as follows:

All persons who worked as an MLO (or with a similar job title) for Defendant beginning on the date three years from the filing of this Complaint forward (the “MLO FLSA Collective”).

All persons who worked as a Loan Processor (or with a similar job title) for Defendant beginning on the date three years from the filing of this Complaint forward (the “Loan Processor FLSA Collective”).

All persons who worked as a Team Manager (or with a similar job title) for Defendant beginning on the date three years from the filing of this Complaint forward (the “Team Manager FLSA Collective”).

44. As set forth in this Count, the MLO FLSA Collective, Loan Processor FLSA Collective, and Team Manager FLSA Collective are collectively referred to as the “FLSA Collective Class Members.”

45. Plaintiffs Salem, Yousif and Kumar have consented in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). Plaintiffs’ signed consent forms are attached as Exhibit A.

46. During the applicable statutory period, Plaintiffs and the FLSA Collective Class Members routinely worked in excess of forty (40) hours per workweek without receiving overtime compensation as required under the FLSA in violation of 29 U.S.C. § 207(a)(1).

47. During the applicable statutory period, Plaintiffs and the FLSA Collective Class Members were not paid minimum wage for hours worked as required under the FLSA. 29 U.S.C. § 206.

48. Plaintiffs and the FLSA Collective Class Members are victims of Defendant's widespread, repeated, systematic and consistent illegal policies that have resulted in violations of their rights under the FLSA, 29 U.S.C. § 201 *et seq.*, and that have caused significant damage to Plaintiffs and the FLSA Collective Class Members.

49. Defendant suffered and permitted Plaintiffs and the FLSA Collective Class Members to routinely work more than forty (40) hours per week without overtime compensation.

50. By failing to accurately record, report, and/or preserve records of all hours worked by Plaintiffs and the FLSA Collective Class Members, Defendant has failed to make, keep, and preserve records with respect to each of its employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201, *et seq.*

51. As an employer, Defendant engaged in a pattern of violating the FLSA, 29 U.S.C. § 201 *et seq.*, as described in this Complaint by failing to pay its employees such as Plaintiffs and the FLSA Collective Class Members minimum wage and overtime compensation.

52. Defendant knew, or showed reckless disregard for the fact, that it failed to pay the FLSA Collective Class Members overtime in violation of the FLSA.

53. Defendant's conduct constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255.

54. Defendant is liable under the FLSA for failing to properly compensate Plaintiffs and the FLSA Collective Class Members which directly caused damages. This includes compensating the Plaintiffs and the FLSA Collective Class Members for all minimum wages and overtime owed but not paid, liquidated damages in an amount equal to these amounts owed, and their attorneys' fees and expenses for pursuing this claim. *See* 29 U.S.C. § 216(b).

55. There are numerous similarly situated current and former FLSA Collective Class Members who have suffered from Defendant's common policies and plans of misclassifying who would benefit from the issuance of a Court-supervised notice of this lawsuit and the opportunity to join. These FLSA Collective Class Members are known to Defendant and are readily identifiable through Defendant's records.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, on behalf of themselves and others similarly situated, pray for relief as follows:

- a) Designation of this action as a collective action on behalf of the MLO FLSA Collective, Loan Processor FLSA Collective, and Team Manager FLSA Collective and the prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all such members apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);
- b) Judgment against Defendant finding it misclassified Plaintiffs and those similarly situated as exempt;
- c) Judgment against Defendant for Plaintiffs and those similarly situated for unpaid minimum wages and overtime wages;
- d) An amount equal to their damages as liquidated damages;
- e) A finding that Defendant's violations of the FLSA are willful;

- f) All costs and attorneys' fees incurred prosecuting this claim;
- g) An award of prejudgment interest (to the extent liquidated damages are not awarded);
- h) Leave to add additional plaintiffs by motion, the filing of consent forms, or any other method approved by the Court;
- i) Leave to amend to add additional state law claims; and
- j) All further relief as the Court deems just and equitable.

**COUNT II**  
**MLO RULE 23 CLASS - BREACH OF CONTRACT**

56. The MLO Plaintiff Yousif, on behalf of herself and others similarly situated, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

57. The Plaintiff Yousif brings this breach of contract claim as a class action under Federal Rule of Civil Procedure 23, on behalf of the following class:

All persons who worked as an MLO (or with a similar job title) for Defendant beginning on the date ten years<sup>3</sup> from the filing of this Complaint forward (the "Breach of Contract Class").

58. The Plaintiff Yousif, and the Breach of Contract Class, have terms of a contract with the Defendant whereby said employees are to record hours worked on a weekly basis and be paid minimum wages for said hours and overtime pay on their regular rate of pay for hours worked in excess of forty per workweek.

59. The Plaintiff Yousif, and other Breach of Contract Class members routinely performed work for Defendant on a weekly basis but were not compensated these minimum wages or one and one-half times their weekly regular rate of pay for hours worked in excess of

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<sup>3</sup> The contracts entered have an Illinois choice of law provision. Under Illinois law, claims for breach of a written contract have a ten-year statute of limitations. 735 ILCS § 5/13-206.

forty hours per workweek. Therefore, the Defendant breached its agreement with the Plaintiff Yousif, and other Breach of Contract Class members.

60. Defendant maintains records and data that would identify every employee subject to this breach of contract and permit the computation of damages for each and every person under their applicable minimum wage and regular rate of pay.

61. Class action treatment of Plaintiff Yousif's breach of contract claim is appropriate because as alleged in paragraphs 62 through 67, *infra*, all of class action requisites under Federal Rule of Civil Procedure 23 are satisfied.

62. Under Fed.R.Civ.P. 23(a)(1), the Breach of Contract Class members include over fifty individuals and, as such, are so numerous that joinder of all class members is impracticable.

63. Under Fed.R.Civ.P. 23(a)(2), the questions of law or fact are common to the class. The Plaintiff Yousif and the Breach of Contract Class members have been subjected to same or similar written employment agreements, the same common business practices described in paragraphs 56-57, *supra*, and the success of their claims depends on the resolution of common questions of law and fact. Common questions of fact include whether Defendant and the Plaintiff Yousif and Breach of Contract Class members entered into a contractual agreement requiring Defendant to pay them minimum wages, interpretation of the terms and conditions of the written agreement, and whether the Plaintiff Yousif and the Breach of Contract Class members worked in excess of forty hours per work week.

64. Under Fed.R.Civ.P. 23(a)(3), Plaintiff Yousif is a member of the Breach of Contract Class, and her claim is typical of the claims of other Breach of Contract Class members. For example, the Plaintiff Yousif and the Breach of Contract Class members share an identical legal and financial interest in obtaining a judicial finding that Defendant breached their contract

when it failed to pay them minimum wages and overtime at one and one-half times their regular rate of pay for hours worked in excess of forty per work week. The Plaintiff Yousif has no interests that are antagonistic to or in conflict with the Breach of Contract Class members' interest in obtaining such a judicial finding.

65. Under Fed.R.Civ.P. 23(a)(3), the Plaintiff Yousif will fairly and adequately represent the interests of the Breach of Contract Class members, and she has retained competent and experienced counsel who will effectively represent the interests of the Breach of Contract Class.

66. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate actions by individual Breach of Contract Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendant and/or because adjudications with respect to individual class members would, as a practical matter, be dispositive of the interests of non-party Breach of Contract Class members.

67. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact, as referenced in paragraph 63, *supra*, predominate over any questions affecting only individual Breach of Contract Class members. In the absence of class litigation, such common questions of law and fact would need to be resolved in multiple proceedings, making class litigation superior to other available methods for the fair and efficient adjudication of this litigation.

#### **PRAYER FOR RELIEF**

The Plaintiff Yousif, on behalf of herself and the Breach of Contract Class members, seeks the following relief:

- a) Designation of this action as a class action under FED.R.CIV.P. 23 on behalf of the Breach of Contract Class and issuance of notice to said members apprising them of the pendency of this action;
- b) Designation of Aida Yousif as the Class Representative Plaintiff of the Breach of Contract Class;
- c) Designation of Brendan J. Donelon and Daniel W. Craig of the law office of Donelon, P.C. and Michele Singer of the Law Office of Michele Singer, PLC as the attorneys representing the Breach of Contract Class;
- d) A declaratory judgment that the practices complained of herein are a breach of contract by the Defendant;
- e) An injunction against Defendant and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with Defendant, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- f) An award of damages due the Plaintiff Yousif and Breach of Contract Class;
- g) Costs and expenses of this action incurred herein, including reasonable attorneys' fees and expert fees;
- h) Pre-Judgment and Post-Judgment interest, as provided by law; and
- i) Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs in the above captioned matter hereby demand a jury trial for all claims set forth herein.

Respectfully Submitted,

/s/ Michele Henry

Michele Henry

**Law Office of Michele Henry PLC**

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**Attorneys for Plaintiffs**

\*Motion for admission *pro hac vice* forthcoming



**A IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY**

CHRIS SALEM, AIDA YOUSIF, and	)	
GAURAV SINGH	)	
	)	
on behalf of themselves	)	
and others similarly situated,	)	Jury Trial Requested
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Plaintiffs,	)	
	)	Case no:
vs.	)	
	)	
PBT BANCORP p/k/a "Peoples Bank &	)	
Trust Company of Hazard"	)	
	)	
Defendant.	)	

**CONSENT TO BECOME A PARTY PLAINTIFF**

I, the undersigned, whom Defendant employed hereby consent to be a party plaintiff in this lawsuit (or, if due to unforeseen procedural matters, any subsequent related suit), which is an action to recover unpaid wages including minimum wage and/or overtime compensation not paid pursuant to the requirements of the Fair Labor Standards Act and state law.

GAURAV KUMAR  
Print Name

Gaurav Kumar  
Signature

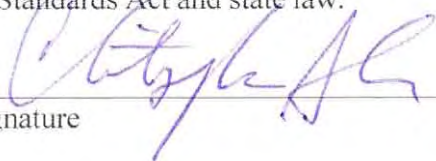
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Trust Company of Hazard"	)	
	)	
Defendant,	)	

**CONSENT TO BECOME A PARTY PLAINTIFF**

I, the undersigned, whom Defendant employed hereby consent to be a party plaintiff in this lawsuit (or, if due to unforeseen procedural matters, any subsequent related suit), which is an action to recover unpaid wages including minimum wage and/or overtime compensation not paid pursuant to the requirements of the Fair Labor Standards Act and state law.

Christopher Salem  
Print Name

  
Signature

**A IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY**

CHRIS SALEM, AIDA YOUSIF, and  
GAURAV SINGH

on behalf of themselves  
and others similarly situated.

Plaintiffs.

15.

PBT BANCORP p/k/a "Peoples Bank & Trust Company of Hazard"

Defendant.

Jury Trial Requested

Case no:

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Aida Yousef  
Print Name

*Aida Yoniz*  
Signature