

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

RAMI AMEER,)	
)	
on behalf of himself and others)	
similarly situated,)	Jury Trial Requested
)	
Plaintiff,)	
)	Case no: 04:26-cv-0065
vs.)	
)	
TEXANA BANK, N.A.)	
)	
Defendant.)	

COMPLAINT

Collective Action under the Fair Labor Standards Act

COMES NOW, the Plaintiff Rami Ameer on behalf of himself and all others similarly situated, by and through their attorneys and bring this action against Defendant Texana Bank, N.A., for damages and other relief relating to violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiff’s FLSA claim is asserted as a collective action pursuant to 29 U.S.C. § 216(b) for Outside Loan Officers. The following allegations are based on Plaintiff’s 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 Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

2. Venue is proper in the United States District Court for the Northern District of Texas pursuant to 28 U.S.C. § 1391 because Defendant’s mortgage business headquarters operates its principal place of business in Keller, Tarrant County, Texas in this district, and

because a substantial part of the events giving rise to the claims occurred in this district.

PARTIES

3. Defendant Texana Bank, N.A. (“Texana”) is a national bank chartered at the federal level by the Office of the Comptroller of the Currency and member of the federal reserve system. Defendant’s mortgage business headquarters is located at 1618 Keller Parkway, Keller, Tarrant County, Texas. Kevin Huff is Defendant’s current President and Chief Executive Officer.

4. Defendant engaged in interstate commerce by, among other things, selling mortgage loans and other financial products in multiple states, including Texas. According to the National Mortgage Licensing System, at the time of this filing, Texana employs 830 registered loan originators at various offices and home offices in 23 states throughout the United States.¹

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 Rami Ameer is a resident of Michigan. Mr. Ameer worked as a loan officer for Defendant from on or about March 2024 through on or about May 2024 in an office space located in Bigham Farms, Michigan.

8. Plaintiff 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).

¹ Defendant’s website identifies loan officers working in these 23 states. <https://mortgage.texanabank.com/branch-locator/>

9. Plaintiff 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).

10. Plaintiff brings this action on behalf of himself and other similarly situated employees as a collective class pursuant to 29 U.S.C. § 216(b).

FACTUAL ALLEGATIONS

11. Plaintiff Ameer and others similarly situated loan originators (“LOs”) entered into employment agreements with Defendant for a position titled Outside Loan Officers and worked from Defendant’s offices and home offices located in 23 states throughout the United States including Texas.

12. As LOs, Plaintiff Ameer 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).

13. It is common knowledge within the financial mortgage industry that courts and the United States Department of Labor have treated loan originators such as Plaintiff Ameer and other similarly to be non-exempt and entitled to overtime pay.²

14. The United States Department of Labor has issued guidance, and courts have

² “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).

repeatedly held, that mortgage loan originators who primarily perform sales activities from offices or home offices using telephonic and electronic communications, and who do not customarily and regularly perform sales activities outside the employer's place of business, are not exempt from overtime under the Fair Labor Standards Act.

15. Despite the "Outside Loan Officer" job title on the Plaintiff Ameer and other similarly situated LO's employment agreements, the Plaintiff Ameer and others similarly situated did not actually perform any sales activities outside of the Defendant's offices or their home offices on a customary or regular basis. Regardless, the Defendant treated them as overtime exempt employees under the FLSA's outside sales exemption. *See* 29 C.F.R. § 541.500, *et seq.*

16. Plaintiff Ameer and others similarly situated primarily worked from Defendant's brick-and-mortar office locations or from home offices approved by Defendant, and not from customer locations or in the field.

17. The mortgage leads and customer prospects worked by Plaintiff Ameer and others similarly situated were generated internally by Defendant and/or through online platforms, referrals, marketing campaigns, and centralized lead-distribution systems, rather than through independent outside solicitation.

18. Plaintiff Ameer and others similarly situated did not customarily or regularly engage in door-to-door solicitation, in-person cold calling, or other traditional outside sales activities.

19. Plaintiff Ameer and others similarly situated were not required to, and did not as a regular practice, travel to customer homes, businesses, or other off-site locations in order to make sales or close transactions.

20. Plaintiff Ameer and others similarly situated were required to maintain availability during standard business hours, including being responsive to internal communications, management directives, and customer inquiries during those hours.

21. Plaintiff Ameer and others similarly situated were subject to Defendant's supervision and control, including performance monitoring, production expectations, sales quotas, compliance requirements, standardized procedures, and scripted or structured sales practices designed and enforced by Defendant.

22. These job duties and working conditions are inconsistent with the requirements of the outside sales exemption under the Fair Labor Standards Act and its implementing regulations.

23. Plaintiff Ameer 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.*

24. The Defendant did not classify Plaintiff Ameer and others similarly situated LOs as being 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).

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

a. Defendant did not require nonexempt LOs such as Plaintiff Ameer 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 LOs such as Plaintiff Ameer and others similarly situated under a pure commission.

c. Defendant failed to compensate LOs such as Plaintiff Ameer 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.

26. All of the allegations set forth in paragraphs 11 through 26 apply (a) equally to any LO such as Plaintiff Ameer 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.

27. Throughout his employment as an LO, Plaintiff Ameer regularly worked on average 60 hours per week on a weekly basis. This included working evenings, weekends, and from home. From his daily interactions and observations with other LOs who worked for the Defendant, the Plaintiff Ameer observed these employees also routinely working in excess of forty hours per workweek.

28. Defendant was aware, or should have been aware, that Plaintiff Ameer and other similarly situated LOs 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

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

30. The FLSA, 29 U.S.C. §§ 206 and 207, requires employers to pay employees at least the minimum hourly wage and one and one-half times the regular rate of pay for all hours worked over forty per workweek.

31. Under 29 U.S.C. § 216(b), the Plaintiff files this action on behalf of himself, and all individuals similarly situated. The proposed FLSA collective class is defined as follows:

All persons who worked as an LO (or with a similar job title performing loan origination duties) who were working for Defendant and classified by Defendant as exempt from overtime compensation beginning on the date three years from the filing of this Complaint forward (the “FLSA Collective Class Members”).

32. Plaintiff Ameer has consented in writing to be a part of this action pursuant to 29 U.S.C. § 216(b) (attached as Exhibit A).

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

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

35. Plaintiff 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 Plaintiff and the FLSA Collective Class Members.

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

37. 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.*

38. 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 Plaintiff and the FLSA Collective Class Members minimum wage and overtime compensation.

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

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

41. Defendant is liable under the FLSA for failing to properly compensate Plaintiff and the FLSA Collective Class Members which directly caused damages. This includes compensating the Plaintiff 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).

42. 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.

COUNT II
FAILURE TO MAINTAIN ACCURATE RECORDS
FLSA – 29 U.S.C. § 211(c)

43. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

44. The Fair Labor Standards Act requires employers to make, keep, and preserve accurate records of employees' wages, hours worked, and other conditions and practices of employment. 29 U.S.C. § 211(c); 29 C.F.R. § 516.2.

45. At all relevant times, Defendant failed to make, keep, and preserve accurate and complete records of all hours worked by Plaintiff and the FLSA Collective Class Members.

46. Defendant did not require Plaintiff and the FLSA Collective Class Members to accurately record all hours worked, including hours worked in excess of forty (40) per workweek.

47. Defendant's failure to maintain accurate time and pay records was willful and systematic, and was a direct result of Defendant's misclassification of Plaintiff and the FLSA Collective Class Members as exempt from overtime compensation.

48. As a result of Defendant's recordkeeping violations, Plaintiff and the FLSA Collective Class Members have been deprived of lawfully earned wages and overtime compensation, and Defendant has shifted the burden of proof regarding hours worked onto employees in violation of the FLSA.

49. Defendant is liable to Plaintiff and the FLSA Collective Class Members for all relief available under the FLSA as a result of its recordkeeping violations, including equitable and injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and others similarly situated, pray for relief as follows:

- a) Designation of this action as a collective action on behalf of the FLSA Collective Class Members, 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 Plaintiff and those similarly situated as exempt and/or failed to accurately pay overtime compensation owed;
- c) Judgment against Defendant for Plaintiff and those similarly situated for unpaid minimum wages and overtime wages;
- d) A declaratory judgment that Defendant's classification of Plaintiff and the FLSA Collective Class Members as exempt from overtime compensation violates the Fair Labor Standards Act, and that Plaintiff and the FLSA Collective Class Members are non-exempt employees entitled to minimum wage and overtime protections under the FLSA;
- e) Preliminary and permanent injunctive relief enjoining Defendant, its officers, agents, servants, employees, and all persons acting in concert with them from continuing to misclassify loan originators and other similarly situated employees as exempt from overtime compensation, and requiring Defendant to comply with the recordkeeping, minimum wage, and overtime provisions of the Fair Labor Standards Act going forward;
- f) An amount equal to their damages as liquidated damages;
- g) A finding that Defendant's violations of the FLSA are willful;
- h) All costs and attorneys' fees incurred prosecuting this claim;
- i) An award of prejudgment interest (to the extent liquidated damages are not awarded);
- j) Leave to add additional plaintiffs by motion, the filing of consent forms, or any other method approved by the Court;
- k) Leave to amend to add additional state law claims; and
- l) All further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

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

Respectfully Submitted,



/s/ Brendan J. Donelon
Brendan J. Donelon
4600 Madison, Suite 810
Kansas City, Missouri 64112
Tel: (816) 221-7100
Fax: (816) 709-1044
brendan@donelonpc.com

Attorneys for Plaintiff