

2. This action is properly subject to removal under 28 U.S.C. § 1441(b), since it is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1332(d)(2), because it is a class action in which --

(a) the matter in controversy (as aggregated in accordance with 28 U.S.C. § 1332(d)(6)) exceeds the sum or value of \$5,000,000, exclusive of interest and costs, given the number of class members, the number of years of claims at issue, and the fact that the Complaint seeks, among other things, punitive damages;

(b) the plaintiff and all other members of the purported class are citizens of a state different from the state of citizenship of the principal and only named defendant (Carteret), because [i] plaintiff is a citizen of the Commonwealth of Pennsylvania (*see* Complaint, ¶ 1), [ii] the proposed class consists solely of employees of defendant who worked as “loan officers” or in other jobs with similar titles within the Commonwealth of Pennsylvania (Complaint, ¶ 3), and [iii] Carteret is incorporated within the State of Virginia and has its principal place of business in Virginia (specifically, at 6211 Centreville Road, Suite 200, Centreville, VA 20121) and, thus, is a citizen of the State of Virginia; and

(c) The number of members of the proposed class exceeds 100. *See* 28 U.S.C. § 1332(d)(5)(B).

3. This Court may not decline to exercise jurisdiction under 28 U.S.C. § 1332(d)(3), because the primary and only named defendant in the suit (Carteret) is not a citizen of the State in which this suit was originally filed (*i.e.*, Pennsylvania). Further, substantially more than two-thirds of the members of the proposed class are citizens of Pennsylvania, as all proposed class members were employed in Pennsylvania..

4. This Court may not decline to exercise jurisdiction under 28 U.S.C. § 1332(d)(4), because no defendant is a citizen of the State in which this suit was originally filed, (*i.e.*, Pennsylvania). *See* 28 U.S.C. § 1332(d)(4)(A)(II)(cc). Further, during the three-year period prior to the filing of this action, no other class action has been filed asserting the same or similar factual allegations against any of the defendants on behalf of the same or other persons. *See* 28 U.S.C. § 1332(d)(4)(A)(III).¹

5. None of the parties in interest and properly joined and served as defendants is a citizen of the State in which this action was brought (*i.e.*, Pennsylvania). *See* 28 U.S.C. § 1441(b).

6. This Notice of Removal is being filed within thirty (30) days after the receipt by defendants of a copy of the initial pleading (the attached Complaint) setting forth the claim for relief upon which such action or proceeding is based and, thus, is timely under 28 U.S.C. § 1446(b).

¹ On December 29, 2006, Plaintiff's counsel filed a "collective action" on behalf of another Carteret loan officer, Michael Hanscom, in the United States District Court for the Middle District of Pennsylvania, captioned *Michael Hanscom v. Carteret Mortgage Corporation*, Civil Action 1:06-CV-2483. That suit is still pending. That suit is not within the scope of 28 U.S.C. § 1332(d)(4)(A)(III), since it is not a class action, but rather is a collective action brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Further, unlike the case at bar, the *Hanscom* suit does not assert claims based on or arising under the MWA and is not limited to seeking relief for residents of Pennsylvania. Plaintiff filed this suit after the court in the *Hanscom* case denied his motion to amend the complaint to assert a class action solely on behalf of Pennsylvania-based loan officers under the Pennsylvania MWA.

7. A notice to state court of filing notice of removal is being filed contemporaneously with this notice in the Court of Common Pleas of Philadelphia County, Pennsylvania in accordance with 28 U.S.C. § 1446(d). A copy of the notice to the state court is attached hereto as Exhibit B.

Respectfully submitted,



Nicholas N. Price
1600 Market Street, Suite 3600
Philadelphia, PA 19103
(215) 751-2196/2156
Attorneys for Defendants,
Carteret Mortgage Corporation, et al.

SCHNADER HARRISON SEGAL & LEWIS LLP
1600 Market Street
Philadelphia, PA 19103

Of Counsel

EXHIBIT “A”

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
APRIL 2008
001002

PLAINTIFF'S NAME JOSHUA BRAWER	DEFENDANT'S NAME CARTERET MORTGAGE CORPORATION
PLAINTIFF'S ADDRESS 1188 Queen Lane, #3 West Chester, PA 19382	DEFENDANT'S ADDRESS 6211 Centreville Road, Suite 800 Centreville, VA 20121
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____	

CASE TYPE AND CODE (SEE INSTRUCTIONS)
 10 Other: Unpaid Wages

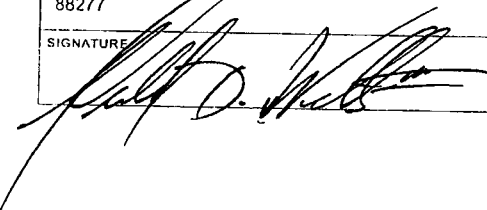
STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)
 43 Pa. C.S.C. § 333.101 et. seq.

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Gerald D. Wells, III	ADDRESS (SEE INSTRUCTIONS) 280 King of Prussia Road Radnor, PA 19087
PHONE NUMBER (610) 667-7706	FAX NUMBER (610) 667-7056

SUPREME COURT IDENTIFICATION NO. 88277	E-MAIL ADDRESS gwells@sbtclaw.com
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SIGNATURE 	DATE April 11, 2008
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MAJOR JURY CASE.

SCHIFFRIN BARROWAY TOPAZ & KESSLER, LLP

By: Gerald D. Wells, III
Attorney I.D. No.: 88277
280 King of Prussia Road
Radnor, PA 19087
(610)667-7706

Attorneys for Plaintiff

PA 19087

JOSHUA BRAWER, on behalf of himself
and all others similarly situated,
1188 Queen Lane, #3
West Chester, PA 19382

Plaintiff,

v.

CARTERET MORTGAGE
CORPORATION and DOES 1 through 10,
inclusive,

Defendants.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
APRIL 2008

TERM, 2008

NO. **001002**

CLASS ACTION COMPLAINT

10 - CONTRACT - UNPAID WAGES

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandants y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107
(215) 238-1701

ATTEST

APR 11 2008

N. McNeil

42. Defendant's willful and unlawful acts of wrongly classifying the Class as exempt constitute violations of the PA Labor Laws, by not paying the required overtime pay to members of the Class.

43. Pursuant to 43 P.S. § 333.113, Plaintiff and members of the Class are entitled to recover their unpaid overtime compensation, in an amount to be proven at trial, together with interest, costs, and reasonable attorneys' fees.

COUNT TWO
(Minimum Wage)

44. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein.

45. The PA Labor Laws, specifically 43 P.S. § 333.104(a), state that all employees shall be paid a minimum wage for all hours worked.

46. Pursuant to Defendant's compensation policies, Plaintiff and members of the Class were paid on a commission basis and would not receive any wages unless they finalized a sale of Defendant's Loan Products, irrespective of actual hours worked.

47. Pursuant to 43 P.S. § 333.113, Plaintiff and members of the Class are entitled to recover their unpaid compensation for the hours worked in which they did not receive compensation equal to the minimum wage in an amount to be proven at trial, together with interest, costs, and reasonable attorneys' fees.

COUNT THREE
(Quantum Meruit)

48. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein,

49. Plaintiff and the members of the Class conferred a benefit upon Defendant by working hours in excess of forty per week on Defendant's behalf without receiving compensation, including premium overtime compensation.

50. Defendant had an appreciation or knowledge of the benefit conferred by these individuals.

51. Defendant accepted and retained the benefit under such circumstances as to make it inequitable for Defendant to retain the benefit without payment of its value.

52. Plaintiff, on behalf of himself and the Class, is entitled to the amount of unpaid wages and overtime compensation and such other legal and equitable relief from Defendant's unlawful and willful conduct, as the Court deems just.

COUNT FOUR
(Unjust Enrichment)

53. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein,

54. Plaintiff and members of the Class conferred a benefit upon Defendant by working hours in excess of forty per week on Defendant's behalf without receiving premium overtime compensation.

55. By failing to pay Plaintiff and the members of the Class wages for all hours worked, including premium overtime compensation, Defendant obtained substantial benefits and has been unjustly enriched.

56. Defendant's conduct was willful and was not the result of mistake or inadvertence, and as such it would be inequitable for Defendant to retain the benefits received.

57. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and the members of the Class have suffered injury and are entitled to reimbursement, restitution and disgorgement from Defendant of the benefits conferred by Plaintiff and the Class.

58. Plaintiff, on behalf of himself and the Class, is entitled to reimbursement, restitution and disgorgement of all monies owed by Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for:

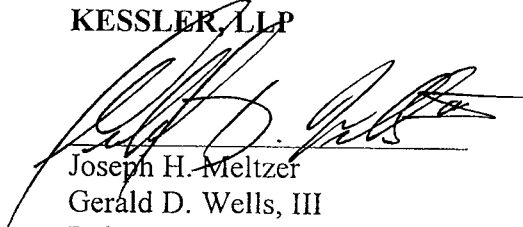
- A. A Declaration that Defendant has violated the PMWA;
- B. An Order designating the Class as a Pennsylvania state class action pursuant to Pa.R.C.P. § 1701 *et seq.*;
- C. An Order appointing Plaintiff and his counsel to represent the Class;
- D. Imposition of a Constructive Trust on any amount by which Defendant was unjustly enriched at the expense of the Class as the result of the actions described above;
- E. An Order enjoining Defendant from any further violations of the PMWA;
- F. For compensatory and punitive damages and all other statutory remedies permitted;
- G. Prejudgment interest;
- H. An Order awarding attorneys' fees and costs; and
- I. For all other relief as the Court deems just.

JURY DEMAND

Plaintiff hereby requests a jury trial on all issues so triable.

Date: April 11, 2008

**SCHIFFRIN BARROWAY TOPAZ &
KESSLER, LLP**

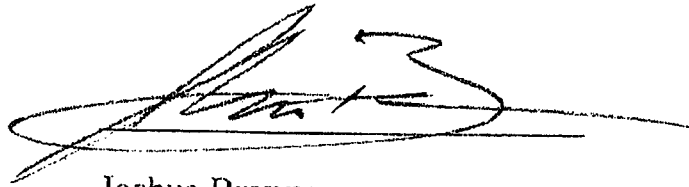


Joseph H. Meltzer
Gerald D. Wells, III
Robert J. Gray
Robert W. Biela
280 King of Prussia Road
Radnor, PA 19087
Telephone: 610-667-7706
Facsimile: 610-667-7056

Counsel for Plaintiff

VERIFICATION

I, Joshua Brawer, do hereby verify that the statements set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to penalty of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Joshua Brawer', with a large, stylized flourish extending to the right.

Joshua Brawer

Dated: April 5, 2008

EXHIBIT “B”

In accordance with Title 28, Section 1446, of the United States Code, defendants file herewith and attach hereto a true and correct copy of the Notice of Removal.

Respectfully submitted,



Nicholas N. Price
SCHNADER HARRISON SEGAL & LEWIS LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103-7286
Telephone: 215-751-2000
Facsimile: 215-751-2205

Attorneys for Defendant Carteret Mortgage Corp.

Dated: May 9, 2008

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of May, 2008, the foregoing Notice of Filing of Defendant's Notice of Removal was served on the parties as follows:

Gerald D. Wells, III, Esquire
Schiffirin Barroway Topaz & Kessler, LLP
280 King of Prussia Road
Radnor, PA 19087



Nicholas Price

FILED

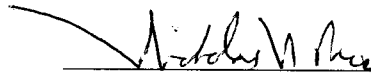
MAY 09 2008

MICHAEL E. KUNZ, Clerk
By _____ Dep. Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of May, 2008, I served the foregoing Notice of Removal on the plaintiff, by having a copy thereof mailed on that date to the office of plaintiff's counsel as follows:

Gerald Wells, Esquire
Schiffrin & Barroway, LLP
280 King of Prussia Road
Radnor, PA 19087



Nicholas N. Price
Attorney for Defendants