

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DAVID E. MASTAGNI, ESQ. (SBN 204244)
ISAAC S. STEVENS, ESQ. (SBN 251245)
ACE T. TATE, ESQ. (SBN 262015)
MASTAGNI HOLSTEDT
A Professional Corporation
1912 "T" Street
Sacramento, California 95811
Telephone: (916) 446-4692
Facsimile: (916) 447-4614

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

CHRIS MRAZ, on behalf of himself and all)
similarly situated individuals,)
)
Plaintiffs,)
v.)
)
CITY OF MANTECA,)
)
Defendant.)

Case No.
COLLECTIVE ACTION - 29 U.S.C. 216
COMPLAINT FOR VIOLATIONS OF THE
FAIR LABOR STANDARDS ACT

I.
INTRODUCTION

1. This action is brought pursuant to the provisions of the Fair Labor Standards Act ("FLSA") 29 U.S.C. sections 201, *et seq.*, to recover from Defendant CITY OF MANTECA (hereinafter "Defendant") unpaid overtime and other compensation, interest thereon, liquidated damages, costs of suit and reasonable attorney fees.
2. This action arises from Defendant's failure to include all statutorily required forms of compensation in the "regular rate" used to calculate Plaintiffs' overtime compensation.

///
///

II.

PARTIES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Plaintiffs are or were employed by the Defendant. Defendant deprived Plaintiffs of their full statutorily required compensation for hours worked.
4. Defendant implemented an illegal compensation computation method, which undercounts Plaintiffs’ “regular rate” of pay. Defendant’s method of calculating Plaintiffs’ “regular rate” of pay results, and has resulted in under-payment for overtime hours worked. Defendant suffered or permitted Plaintiffs to perform overtime work without proper compensation.
5. Defendant is a political subdivision of the State of California and employed the Plaintiffs.
6. Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals. Those individuals constitute a well-defined community of interest in the questions of law and fact at issue in this case. The claims of the represented Plaintiffs are typical of the claims of those similarly situated.
7. The named Plaintiffs will fairly and adequately reflect and represent the interests of those similarly situated. There is no conflict as to any individually named Plaintiffs and other members of the class with respect to this action or with respect to the claims for relief herein set forth.

III.

JURISDICTION

8. This action is brought pursuant to the provisions of the FLSA, 29 U.S.C. sections 201, *et seq.*, to recover from Defendant unpaid overtime compensation, interest thereon, liquidated damages, costs of suit and reasonable attorney fees. This Court has jurisdiction over this action pursuant to 28 U.S.C. section 1331 and 29 U.S.C. section 216(b), because this action is based on the FLSA. This Court has subject matter jurisdiction of this action pursuant to 29 U.S.C. sections 207, *et seq.*

///
///
///

IV.

COLLECTIVE ACTION ALLEGATIONS

1
2
3 9. Plaintiffs bring this action on behalf of themselves and all other persons similarly situated who
4 work, or have worked, for the Defendant at any time in the last three years and were deprived
5 of their complete statutory overtime compensation. Those individuals are similarly situated and
6 constitute a well-defined community of interest in their respective questions of law and fact
7 relevant to this action. The claims of the represented parties are typical of those of other
8 individuals similarly situated. The represented parties will fairly and adequately represent the
9 interests of those similarly situated.

10 10. This action is brought by Plaintiffs as a collective action, on their own behalf and on behalf of
11 all others similarly situated, under the provisions of 29 U.S.C. section 216, for damages,
12 liquidated damages, a three-year statute of limitations, and relief incident and subordinate
13 thereto, including costs and attorney fees.

14 11. The exact number of members similarly situated in the collective group, as herein above
15 identified and described, is estimated to consist of well over forty individuals.

16 12. There are common questions of law and fact in this action relating to and affecting the rights
17 of each member of the collective group, including whether Defendant failed to fully compensate
18 Plaintiffs for all overtime worked by not including compensation in lieu of health care coverage
19 in the “regular rate” of pay used to calculate overtime compensation. The relief sought is
20 common to the entire class.

21 13. Plaintiffs’ claims and the claims of those similarly situated depend on a showing of Defendant’s
22 acts and omissions giving rise to Plaintiffs’ right to the relief sought herein. There is no conflict
23 as to any individually named Plaintiff and other members of the collective group seeking to opt
24 in, with respect to this action, or with respect to the claims for relief herein set forth.

25 14. This action is properly maintained as a collective action in that the prosecution of separate
26 actions by individual members of the collective group would create a risk of adjudications with
27 respect to individual members of the class which may as a practical matter be dispositive of the
28

1 interests of the other members not parties to the adjudications, or may substantially impair or
2 impede their ability to protect their interests.

3 15. Plaintiffs' lawyers are experienced and capable in the field of FLSA and labor/employment
4 litigation and have successfully represented thousands of claimants in other litigation of this
5 nature.

6 16. Plaintiffs' counsel, Mastagni Holstedt, APC, will conduct and be responsible for Plaintiffs' case
7 herein. David E. Mastagni and Isaac S. Stevens, who will be primarily responsible for litigating
8 this matter, have represented thousands of employees pursuing wage and hour claims throughout
9 the State of California, and have recovered millions of dollars on their behalf.

10 17. This action is appropriate for conditional certification as a collective action because Defendant
11 subjected Plaintiffs to the same practice for the purposes of the FLSA with respect to cash
12 payments made in lieu of health insurance as the other members of the class.

13 18. This factual nexus is sufficient to justify the Court to exercise its discretion to ensure that
14 accurate and timely notice is given to all similarly situated former and current employees of
15 Defendant so that they may make an informed decision about whether to join this action.

16 **V.**

17 **FACTUAL ASSERTIONS**

18 19. Plaintiffs are, or were, employed by the Defendant within the last three (3) years.

19 20. At all times relevant hereto, Defendant suffered or permitted Plaintiffs and other similarly
20 situated individuals to work hours beyond statutory thresholds for overtime compensation
21 required by the FLSA.

22 21. At all times relevant hereto, Defendant impermissibly excluded certain remunerations or
23 undervalued the "regular rate" of pay, upon which all forms of Plaintiffs' overtime
24 compensation are based.

25 22. Pursuant to 29 U.S.C. section 207(e), the "regular rate" must include all remuneration received
26 by an employee unless it is explicitly excluded. The burden is on an employer to demonstrate
27 that a payment is excludable from the regular rate. (*Madison v. Resources for Human*
28 *Development* (3rd. Cir. 2000) 233 F.3d 175, 187.)

1 23. Defendant's past and current practice of computing Plaintiffs' overtime has impermissibly
2 reduced the amount being paid to Plaintiffs by failing to compute all statutorily required
3 amounts into Plaintiffs' "regular rate" of pay as defined by 29 U.S.C. section 207(e).

4 24. Defendant failed to include monetary compensation paid to Plaintiffs who declined Defendant-
5 provided health insurance in the "regular rate" used to calculate their overtime compensation.

6 25. As part of the compensation it provided Plaintiffs, Defendant paid Plaintiffs and other similarly
7 situated individuals monetary compensation in lieu of contributing towards Defendant-provided
8 health benefits coverage.

9 26. In calculating the "regular rate" for the purposes of overtime compensation, Defendant excluded
10 the remunerations it paid Plaintiffs and similarly situated individuals in lieu of contributions
11 towards medical benefits.

12 27. At all times relevant hereto, Defendant placed no condition on use of these in-lieu payments.

13 28. At all times relevant hereto, Defendant treated these payments to Plaintiffs as wages for the
14 purposes of applicable tax withholdings. Plaintiffs are informed and believe Defendant treated
15 such payments to similarly situated individuals in the same manner.

16 29. Pursuant to 29 U.S.C. section 207(e), Defendant is statutorily required to include all forms of
17 remuneration in Plaintiffs' "regular rate" of pay.

18 30. 29 U.S.C. section 207(e)(2), which allows employers to exclude from the "regular rate"
19 payments for periods where no work is performed, reasonable payments for traveling expenses
20 or other expenses incurred by employees, and other similar payments which are not made as
21 compensation for employees' work does not allow Defendant to exclude monetary
22 compensation paid to Plaintiffs in lieu of contributions for medical benefits.

23 31. The same is true for 29 U.S.C. section 207(e)(4), which allows employers to exclude from the
24 "regular rate" contributions they irrevocably make to a trustee or third person pursuant to a
25 "bona fide plan" for providing health insurance benefits.

26 32. The Department of Labor's interpretation of the term "bona fide plan" is set forth in 29
27 C.F.R. section 778.215(a)(5), which states in part:
28

1 The plan must not give an employee the right to assign his benefits
2 under the plan nor the option to receive any part of the employer's
3 contributions in cash instead of the benefits under the plan: Provided,
4 however, That if a plan otherwise qualified as a bona fide benefit plan
5 under section 7(e)(4) of the Act, it will still be regarded as a bona fide
6 plan even though it provides, as an incidental part thereof, for the
7 payment to an employee in cash of all or a part of the amount standing
8 to his credit.

6 33. In *Flores v. City of San Gabriel*, 2016 WL 3090782, the Ninth Circuit Court of Appeals held
7 that payments to employees in lieu of health benefits were not excludable from the “regular
8 rate” of pay under either 29 U.S.C. sections 207(e)(2) or (e)(4). With respect to the exclusion
9 codified in 207(e)(2) and its companion federal regulation, the court noted “Under § 778.224(a),
10 a payment may not be excluded from the “regular rate” of pay pursuant to § 207(e)(2) if it is
11 generally understood as compensation for work, even though the payment is not directly tied to
12 specific hours worked by an employee.” (*Id.*) Further, the court held that cash payments in lieu
13 of health benefits are not excludable from the “regular rate” under 207(e)(4) because those
14 payments do not have to be tied to specific hours of work or non-work.

15 34. Because the remunerations paid to Plaintiffs in lieu of health benefits were not made for hours
16 of non-work or, on information and belief, made pursuant to a bona benefit plan they must be
17 included in the “regular rate” of pay for determining overtime compensation as required by the
18 FLSA.

19 35. At all times relevant hereto, Defendant through pattern and practice did not include the
20 monetary compensation it provided in lieu of health benefits into the “regular rate” of pay for
21 the purposes of determining overtime compensation as required by the FLSA.

22 36. Likewise, Defendant failed to include compensation paid for medical benefits on behalf of
23 Plaintiffs and other similarly situated individuals in the “regular rate” used to calculate their
24 overtime compensation.

25 37. Plaintiffs are informed and believe and thereon allege that payments Defendant made for
26 Plaintiffs and other similarly situated individuals’ medical benefits were not made pursuant to
27 a “bona fide plan” for the provision of medical benefits within the meaning of 29 U.S.C. section
28 207(e)(4) and 29 C.F.R. section 778.215.

1 38. By excluding these in-lieu payments and other forms of compensation from the “regular rate”
2 used to calculate overtime compensation paid to Plaintiffs and other similarly situated
3 individuals, Defendant failed to pay them one and one-half times their “regular rate” of pay for
4 all hours of overtime they worked.

5 39. Likewise, by failing to include all remuneration in employees’ “regular rate” of pay, Defendant
6 failed to compensate Plaintiffs and similarly situated individuals for cashing out compensatory
7 time off (“CTO”).

8 40. Defendant has a policy of cashing out Plaintiffs’ unused CTO at less than the rate required by
9 29 U.S.C. section 207(o)(3) and (4).

10 41. 29 U.S.C. section 207(o)(3)(B) requires that, if “compensation is paid to an employee for
11 accrued compensatory time off, such compensation shall be paid at the regular rate earned by
12 the employee at the time the employee receives such payment.”

13 42. 29 U.S.C. section 207(o)(4) requires that, upon termination of employment, Plaintiffs must be
14 paid for their unused CTO at a rate of compensation not less than the greater of “(A) the average
15 regular rate received by such employee during the last 3 years of the employee’s employment,
16 or (B) the final regular rate received by such employee.”

17 43. Defendant has implemented and maintained an agency-wide practice of excluding certain
18 remunerations, including payments in lieu of health care contributions, in the “regular rate” of
19 pay used to pay out CTO accruals.

20 44. At all times relevant hereto, Defendant and its agents and representatives were aware of their
21 obligations to properly compute and use the correct “regular rate” of pay in calculating overtime
22 compensation owed to Plaintiffs and similarly situated individuals.

23 45. Plaintiffs are informed and believe and thereon allege Defendant and its agents and/or
24 representatives willfully and knowingly violated the FLSA by continuing to exclude
25 remunerations from the calculation of Plaintiffs’ and similarly situated individuals’ “regular
26 rate” of pay.

27
28

1 46. Defendant's continuing failure to properly compensate Plaintiffs and similarly situated
2 individuals was not in good faith and is a willful violation of the FLSA as it applies to
3 employees of local governments.

4 47. As a result of the foregoing violations of the FLSA alleged herein, Plaintiffs seek damages for
5 lost overtime compensation and undervalued cash outs of CTO, as well as liquidated damages.
6 Plaintiffs seek these damages for the entire period of time Defendant has engaged in said
7 unlawful and willful conduct, up to three years as prescribed by the FLSA.

8 48. Plaintiffs also seek reasonable attorney fees and costs pursuant to 29 U.S.C. section 216(b).

9 **FIRST COUNT**

10 **(Fair Labor Standards Act - Failure to Pay All Overtime Compensation Earned)**

11 49. Plaintiffs incorporate by reference each and every paragraph above inclusive as though set forth
12 fully herein.

13 50. Defendant suffered or permitted Plaintiffs, and on information and belief other similarly situated
14 individuals, to work overtime but failed to include all required forms of compensation into the
15 "regular rate" of pay used to calculate their overtime compensation, as well as amount of cash
16 paid to Plaintiffs and similarly situated individuals who cashed out CTO.

17 51. By failing to include all requisite forms of compensation in the "regular rate" of pay used to
18 calculate overtime compensation and CTO cash outs, Defendant failed to compensate Plaintiffs
19 and similarly situated individuals at one and one-half times the "regular rate" of pay for all
20 overtime hours as required by the FLSA.

21 52. At all times relevant hereto, Defendant and its agents and representatives were aware of their
22 obligations to pay Plaintiffs and similarly situated individuals for all hours worked at one and
23 half times the "regular rate" of pay as required by the FLSA.

24 53. At all times relevant hereto, Defendant and its agents and representatives knew or should have
25 known of their obligations to pay Plaintiffs and similarly situated individuals overtime
26 compensation at one and one-half of their regular rate of pay for all hours worked in excess of
27 the applicable maximum weekly hours established by section 207 of the FLSA.

1 54. At all times relevant hereto Defendant's failure to fully compensate Plaintiffs for all hours
2 worked was not in good faith, and was a willful violation of the FLSA.

3 55. As a result of the foregoing violations of the FLSA as herein enumerated, Plaintiffs seek
4 damages for three (3) years' back pay of overtime compensation that was earned but unpaid, as
5 well as an equal amount in liquidated damages.

6 56. Plaintiffs also seek reasonable attorney fees and costs pursuant to 29 U.S.C. section 216(b).

7 **PRAYER**

8 WHEREFORE, Plaintiffs pray judgment as follows:

- 9 1. For recovery of unpaid overtime compensation and interest thereon plus an equal
10 amount of liquidated damages for all Plaintiffs pursuant to 29 U.S.C. section 216(b).
- 11 2. For a determination that Defendant's conduct was reckless and/or an intentional,
12 knowing, and willful violation of the FLSA, and therefore Plaintiffs are entitled to
13 recover damages under a three (3) year statute of limitations;
- 14 3. For reasonable attorney fees pursuant to 29 U.S.C. section 216(b);
- 15 4. For costs incurred as a result of this proceeding;
- 16 5. For injunctive relief ordering the Defendant to cease and desist from engaging in said
17 unlawful conduct, including but not limited to, revisions to applicable compensation
18 policies to clearly indicate that remuneration paid in lieu of health benefits will be
19 included in the "regular rate" of pay for the purposes of overtime compensation.
- 20 6. For conditional certification of the class as plead
- 21 7. For an order to timely notify all potential class members of this action
- 22 8. For such other and further relief as the court deems just and proper.

23 Dated: November 2, 2016

MASTAGNI HOLSTEDT, APC

24
25
26 By: /s/ David E. Mastagni

DAVID E. MASTAGNI

ISAAC S. STEVENS

ACE T. TATE

Attorneys for Plaintiffs

1 DAVID E. MASTAGNI, ESQ. (SBN 204244)
ISAAC S. STEVENS, ESQ. (SBN 251245)
2 ACE T. TATE, ESQ. (SBN 262015)
3 **MASTAGNI HOLSTEDT**
4 *A Professional Corporation*
5 1912 "I" Street
Sacramento, California 95811
Telephone: (916) 446-4692
Facsimile: (916) 447-4614

6 Attorneys for Plaintiffs

7
8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA


10 CHRIS MRAZ, et. al., on behalf of himself)
11 and all similarly situated individuals,)
12 Plaintiffs,)
13 v.)
14 CITY OF MANTECA,)
15 Defendant.)

Case No.

**CONSENT TO BE INCLUDED AS AN
INDIVIDUAL PLAINTIFF [29 U.S.C. § 216(b)]**

16
17 I have been employed by the City of Manteca within the last three years from the date indicated
18 below, and I am generally familiar with the above-captioned litigation. The City of Manteca has not
19 fully compensated me for the hours of overtime I have worked in violation of the Fair Labor Standards
20 Act. The City of Manteca failed to pay my overtime at the "regular rate of pay" as defined by 29 U.S.C.
21 § 207(e). I therefore consent to be included as a Plaintiff in the above-mentioned litigation and to be
22 awarded damages if any are recovered. I understand that the law offices of Mastagni Holstedt, APC,
23 will be representing me in this action and that this consent form will be filed with the court pursuant
24 to 29 U.S.C. § 216(b). I authorize said counsel to make all decisions with respect to the conduct and
25 handling of this case, including the settlement thereof as they deem appropriate and/or necessary.

26 Dated: 10/18, 2016

27 
(Signature)

28 CHRIS MRAZ
(Print)

CIVIL COVER SHEET

Case 2:16-at-01354 Document 1-2 Filed 11/02/16 Page 1 of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS: CHRIS MRAZ, on behalf of himself and all similarly situated individuals. (b) County of Residence of First Listed Plaintiff: San Joaquin County. (c) Attorneys: David E. Mastagni, Mastagni Holstedt, APC, 1912 I Street, Sacramento, California 95811, (916) 446-4692. DEFENDANTS: CITY OF MANTECA. County of Residence of First Listed Defendant: (IN U.S. PLAINTIFF CASES ONLY). NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known):

II. BASIS OF JURISDICTION (Place an "X" in One Box Only): 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III). III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant): Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only): CONTRACT (110-196), REAL PROPERTY (210-290), TORTS (PERSONAL INJURY 310-367, PERSONAL PROPERTY 370-385, CIVIL RIGHTS 440-448, PRISONER PETITIONS 463-560), FORFEITURE/PENALTY (625-791), LABOR (710-791), IMMIGRATION (462-465), BANKRUPTCY (422-423), SOCIAL SECURITY (861-865), FEDERAL TAX SUITS (870-871), OTHER STATUTES (375-950).

V. ORIGIN (Place an "X" in One Box Only): 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation.

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. sections 201, et seq. Brief description of cause: Collective Action for unpaid overtime and other compensation, interest thereon, liquidated damages, costs of suit and reasonable attorney fees.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Amount to be proven CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE: 11/2/2016 SIGNATURE OF ATTORNEY OF RECORD: /s/ David E. Mastagni

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [City of Manteca \(California\) Hit with Overtime FLSA Lawsuit](#)
