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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TRACEY VALENTINE, on behalf of herself)
and all similarly situated individuals,)
Plaintiffs,)
v.)
SACRAMENTO METROPOLITAN FIRE)
DISTRICT,)
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 SACRAMENTO METROPOLITAN FIRE DISTRICT (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 overtime compensation for Plaintiff and all similarly situated individuals.

II.

PARTIES

3. Plaintiff TRACEY VALENTINE (“Plaintiff”) is employed by the Defendant. Plaintiff brings this action on behalf of herself and all similarly situated individuals who Defendant failed to properly compensate for overtime hours worked within the three years prior to filing this action.
4. Defendant implemented an illegal compensation computation method, which undercounts Plaintiff’s “regular rate” of pay. Defendant’s method of calculating Plaintiff’s “regular rate” of pay results, and has resulted in under-payment for overtime hours worked. Defendant suffered or permitted Plaintiff to perform overtime work without proper compensation.
5. Defendant is a special district that governs fire protection and emergency medical services to all unincorporated areas of Sacramento County as well as multiple contract cities, and employed the Plaintiff.
6. Plaintiff brings this action on behalf of herself 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 Plaintiff are typical of the claims of those similarly situated.
7. The named Plaintiff will fairly and adequately reflect and represent the interests of those similarly situated. There is no conflict as to the individually named Plaintiff 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.*

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IV.

COLLECTIVE ACTION ALLEGATIONS

9. Plaintiff brings this action on behalf of himself and all other persons similarly situated who work, or have worked, for the Defendant at any time in the last three years and were deprived of their complete statutory overtime compensation. Those individuals are similarly situated and constitute a well-defined community of interest in their respective questions of law and fact relevant to this action. Plaintiff's claims are typical of those of other individuals similarly situated. Plaintiff will fairly and adequately represent the interests of those similarly situated.
10. This action is brought by Plaintiff as a collective action, on their own behalf and on behalf of all others similarly situated, under the provisions of 29 U.S.C. section 216, for damages, liquidated damages, a three-year statute of limitations, and relief incident and subordinate thereto, including costs and attorney fees.
11. On information and belief, the exact number of members similarly situated in the collective group, as herein above identified and described, is estimated to consist of well over forty individuals.
12. There are common questions of law and fact in this action relating to and affecting the rights of each member of the collective group, including whether Defendant failed to fully compensate plaintiffs for all overtime worked by not including compensation in lieu of health care coverage in the "regular rate" of pay used to calculate overtime compensation. The relief sought is common to the entire class.
13. Plaintiff's claims and the claims of those similarly situated depend on a showing of Defendant's acts and omissions giving rise to Plaintiff's right to the relief sought herein. There is no conflict as to any individually named Plaintiff and other members of the collective group seeking to opt in, with respect to this action, or with respect to the claims for relief herein set forth.
14. This action is properly maintained as a collective action in that the prosecution of separate actions by individual members of the collective group would create a risk of adjudications with respect to individual members of the class which may as a practical matter be dispositive of the

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

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

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

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

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

V.

FACTUAL ASSERTIONS

19. Plaintiff is, or was, employed by the Defendant within the last three (3) years.

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

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

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

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

4 24. Defendant failed to include monetary compensation paid to Plaintiff, who declined Defendant-
5 provided health insurance, in the "regular rate" used to calculate Plaintiff's overtime
6 compensation.

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

10 26. As part of the compensation it provided Plaintiff, Defendant paid Plaintiff and other similarly
11 situated individuals monetary compensation for spending less than the monthly allowance
12 provided towards Defendant-provided health benefits coverage

13 27. In calculating the "regular rate" for the purposes of overtime compensation, Defendant excluded
14 the remunerations it paid Plaintiff and similarly situated individuals in lieu of contributions
15 towards medical benefits and for spending less than the monthly allowance provided towards
16 Defendant-provided health benefits coverage.

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

18 29. At all times relevant hereto, Defendant treated these payments to Plaintiff as wages for the
19 purposes of applicable tax withholdings. Plaintiff is informed and believes Defendant treated
20 such payments to similarly situated individuals in the same manner.

21 30. Pursuant to 29 U.S.C. section 207(e), Defendant is statutorily required to include all forms of
22 remuneration in Plaintiff's "regular rate" of pay.

23 31. 29 U.S.C. section 207(e)(2), which allows employers to exclude from the "regular rate"
24 payments for periods where no work is performed, reasonable payments for traveling expenses
25 or other expenses incurred by employees, and other similar payments which are not made as
26 compensation for employees' work does not allow Defendant to exclude monetary
27 compensation paid to Plaintiff, and similarly situated individuals, in lieu of contributions for
28 medical benefits.

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

33. The Department of Labor’s interpretation of the term “bona fide plan” is set forth in 29 C.F.R. section 778.215(a)(5), which states in part:

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

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

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

36. At all times relevant hereto, Defendant through pattern and practice did not include the monetary compensation it provided in lieu of health benefits as well as for spending less than the monthly allowance provided towards Defendant-provided health benefits coverage into the “regular rate” of pay for the purposes of determining overtime compensation as required by the FLSA.

1 37. Likewise, Defendant failed to include compensation paid for medical benefits on behalf of
2 Plaintiff and other similarly situated individuals in the “regular rate” used to calculate their
3 overtime compensation.

4 38. Plaintiff is informed and believes and thereon alleges that payments Defendant made for
5 Plaintiff and other similarly situated individuals’ medical benefits were not made pursuant to
6 a “bona fide plan” for the provision of medical benefits within the meaning of 29 U.S.C. section
7 207(e)(4) and 29 C.F.R. section 778.215.

8 39. By excluding these in-lieu payments as well as payments for spending less than the monthly
9 allowance provided towards Defendant-provided health benefits coverage and other forms of
10 compensation from the “regular rate” used to calculate overtime compensation paid to Plaintiff
11 and other similarly situated individuals, Defendant failed to pay them one and one-half times
12 their “regular rate” of pay for all hours of overtime they worked.

13 40. Likewise, by failing to include all remuneration in employees’ “regular rate” of pay, Defendant
14 failed to compensate Plaintiff and similarly situated individuals for cashing out compensatory
15 time off (“CTO”).

16 41. Defendant has a policy of cashing out Plaintiff’s unused CTO at less than the rate required by
17 29 U.S.C. section 207(o)(3) and (4).

18 42. 29 U.S.C. section 207(o)(3)(B) requires that, if “compensation is paid to an employee for
19 accrued compensatory time off, such compensation shall be paid at the regular rate earned by
20 the employee at the time the employee receives such payment.”

21 43. 29 U.S.C. section 207(o)(4) requires that, upon termination of employment, Plaintiff must be
22 paid for unused CTO at a rate of compensation not less than the greater of “(A) the average
23 regular rate received by such employee during the last 3 years of the employee’s employment,
24 or (B) the final regular rate received by such employee.”

25 44. Defendant has implemented and maintained an agency-wide practice of excluding certain
26 remunerations, including payments in lieu of health care contributions as well as payments for
27 spending less than the monthly allowance provided towards Defendant-provided health benefits
28 coverage, in the “regular rate” of pay used to pay out CTO accruals.

1 45. At all times relevant hereto, Defendant and its agents and representatives were aware of their
2 obligations to properly compute and use the correct “regular rate” of pay in calculating overtime
3 compensation owed to Plaintiff and similarly situated individuals.

4 46. Plaintiff is informed and believes and thereon alleges Defendant and its agents and/or
5 representatives willfully and knowingly violated the FLSA by continuing to exclude
6 remunerations from the calculation of Plaintiff’s and similarly situated individuals’ “regular
7 rate” of pay.

8 47. Defendant’s continuing failure to properly compensate Plaintiff and similarly situated
9 individuals was not in good faith and is a willful violation of the FLSA as it applies to
10 employees of local governments.

11 48. As a result of the foregoing violations of the FLSA alleged herein, Plaintiff seeks damages for
12 lost overtime compensation and undervalued cash outs of CTO, as well as liquidated damages.
13 Plaintiff seeks these damages for the entire period of time Defendant has engaged in said
14 unlawful and willful conduct, up to three years as prescribed by the FLSA.

15 49. Plaintiff also seeks reasonable attorney fees and costs pursuant to 29 U.S.C. section 216(b).

16 **FIRST COUNT**

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

18 50. Plaintiff incorporates by reference each and every paragraph above inclusive as though set forth
19 fully herein.

20 51. Defendant suffered or permitted Plaintiff, and on information and belief other similarly situated
21 individuals, to work overtime but failed to include all required forms of compensation into the
22 “regular rate” of pay used to calculate their overtime compensation, as well as amount of cash
23 paid to Plaintiff and similarly situated individuals who cashed out CTO.

24 52. By failing to include all requisite forms of compensation in the “regular rate” of pay used to
25 calculate overtime compensation and CTO cash outs, Defendant failed to compensate Plaintiff
26 and similarly situated individuals at one and one-half times the “regular rate” of pay for all
27 overtime hours as required by the FLSA.
28

53. At all times relevant hereto, Defendant and its agents and representatives were aware of their obligations to pay Plaintiff and similarly situated individuals for all hours worked at one and half times the “regular rate” of pay as required by the FLSA.

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

55. At all times relevant hereto Defendant’s failure to fully compensate Plaintiff for all hours worked was not in good faith, and was a willful violation of the FLSA.

56. As a result of the foregoing violations of the FLSA as herein enumerated, Plaintiff seeks damages for three (3) years’ back pay of overtime compensation that was earned but unpaid, as well as an equal amount in liquidated damages.

57. Plaintiff also seeks reasonable attorney fees and costs pursuant to 29 U.S.C. section 216(b).

PRAYER

WHEREFORE, Plaintiff prays judgment as follows:

1. For recovery of unpaid overtime compensation and interest thereon plus an equal amount of liquidated damages for Plaintiff and all similarly situated individuals pursuant to 29 U.S.C. section 216(b);
2. For a determination that Defendant’s conduct was reckless and/or an intentional, knowing, and willful violation of the FLSA, and therefore Plaintiff are entitled to recover damages under a three (3) year statute of limitations;
3. For reasonable attorney fees pursuant to 29 U.S.C. section 216(b);
4. For costs incurred as a result of this proceeding;
5. For injunctive relief ordering the Defendant to cease and desist from engaging in said unlawful conduct, including but not limited to, revisions to applicable compensation policies to clearly indicate that remuneration paid in lieu of health benefits will be

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1 included in the “regular rate” of pay for the purposes of overtime compensation;

2 6. For conditional certification of the class as pled;

3 7. For an order to timely notify all potential class members of this action;

4 8. For such other and further relief as the court deems just and proper.

5 Dated: April 19, 2017

MASTAGNI HOLSTEDT, APC

7 By: /s/ David E. Mastagni

8 DAVID E. MASTAGNI

9 ISAAC S. STEVENS

ACE T. TATE

Attorneys for Plaintiffs

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TRACEY VALENTINE, on behalf of
herself and all similarly situated
individuals,

Plaintiffs,

v.

SACRAMENTO METROPOLITAN FIRE
DISTRICT,

Defendant.

Case No.:

**CONSENT TO BE INCLUDED AS AN
INDIVIDUAL PLAINTIFF**

[29 U.S.C. § 216(b)]

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

Dated: 20 APR, 2017

(Signature)

(Print Name)

CONSENT TO BE INCLUDED
AS AN INDIVIDUAL PLAINTIFF

Valentine, et. al. v. SMFD

CIVIL COVER SHEET

Case 2:17-at-00424 Document 1-2 Filed 04/20/17 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

TRACEY VALENTINE, on behalf of herself and all similarly situated individuals

(b) County of Residence of First Listed Plaintiff Sacramento
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
David E Mastagni
Mastagni Holsted, APC
1912 I Street
Sacramento, CA 95811
916-491-4692

DEFENDANTS

SACRAMENTO METROPOLITAN FIRE DISTRICT

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 ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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. 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 \$ TBD

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

04/19/2017

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: [Sacramento Metro Fire District Singed with Wage and Hour Lawsuit](#)
