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12 *Attorneys for Individual and Representative*  
 13 *Plaintiff and the Putative Class*

14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**

16 Mark Sandbergen, individually, on  
 17 behalf of others similarly situated, and  
 18 on behalf of the general public,

19 Plaintiff,

20 vs.

21 ACE American Insurance Co. d/b/a  
 22 Chubb Group of Insurance Companies;  
 23 Federal Insurance Co. d/b/a Chubb  
 24 Group of Insurance Companies; and  
 25 DOES 1-50, inclusive,

26 Defendants.

Case No.: \_\_\_\_\_

**CLASS AND COLLECTIVE ACTION**

**CLASS ACTION COMPLAINT FOR  
 DAMAGES, RESTITUTION AND  
 INJUNCTIVE RELIEF**

1. **Violation of Fair Labor Standards Act, 29 U.S.C. § 207;**
2. **Violation of Cal. Labor Code §§ 510, 1194, and 1198, and IWC Wage Order(s);**
3. **Failure to Provide and/or Authorize Meal and Rest Periods (Cal. Labor Code §§ 512, 226.7, and IWC Wage Order(s));**
4. **Failure to Timely Pay All Wages Due in Violation of California Labor Code § 203; and**
5. **Violation of Cal. Business and Professions Code § 17200, et seq.**

**I. PRELIMINARY STATEMENT**

1  
2 1. This is a collective and class action brought by Individual and  
3 Representative Plaintiff Mark Sandbergen, on his own behalf and on behalf of the  
4 proposed Collective and California Classes identified below. Plaintiff and the  
5 putative class members are or were employed by the Chubb Group of Insurance  
6 Companies, specifically, ACE American Insurance Company and Federal Insurance  
7 Company (collectively, “Chubb” or “Defendants”), as insurance underwriters,  
8 including Underwriters I through III (collectively, “Underwriters”).

9 2. The Collective Class is made up of all persons who have been employed  
10 by Defendants as Underwriters in the United States at any time within three years  
11 prior to this actions filing date through the date of trial of this action (the “Collective  
12 Class Period”).

13 3. The California Class is made up of all persons who have been employed  
14 by Defendants as Underwriters in the State of California at any time within four  
15 years prior to this action’s filing date through the trial of this action (the “California  
16 Class Period”).

17 4. The Waiting Time Penalties Subclass is made up of all California Class  
18 members who are no longer employed by Defendants and either (1) resigned and  
19 were not paid all wages due within 72 hours or (2) were terminated and not  
20 immediately paid all wages due within three years prior to this action’s filing date  
21 through the trial of this action (the “Waiting Time Penalties Class Period”).

22 5. During the Collective Period and the Class Period, Defendants failed to  
23 pay overtime compensation to Plaintiff and each member of the putative classes as  
24 required by federal and state law. Plaintiff seeks relief for the California Class under  
25 California wage-and-hour laws, and for the Collective under the FLSA, to remedy  
26 Defendants’ failure to pay all wages due, pay appropriate overtime compensation, to

1 provide meal and rest periods, to pay waiting penalties, in addition to injunctive  
2 relief.

## 3 **II. THE PARTIES**

4 6. Individual and representative Plaintiff Sandbergen resides in Danville,  
5 California. He worked as an Underwriter for Defendants. Plaintiff Sandbergen  
6 worked for Defendants approximately three years prior to leaving Chubb in 2015.  
7 He primarily worked out of Chubb's San Francisco office, in addition to working  
8 from home a few days per week. Plaintiff Sandbergen brings his claim on behalf of  
9 himself and the Class and Collective Action members. A written consent form for  
10 Plaintiff Sandbergen is attached as Exhibit A.

11 7. Defendant ACE American Insurance Co. is a Pennsylvania corporation  
12 with its principal place of business in Pennsylvania, which does business in  
13 California and nationwide, where it provides insurance products to commercial and  
14 personal customers. Defendant ACE American Insurance Co. publicly maintains the  
15 "Chubb" brand as part of the Chubb Group of Insurance Companies.

16 8. Defendant Federal Insurance Co. is a New Jersey corporation with its  
17 principal place of business in New Jersey and does business in California and  
18 nationwide, where it provides insurance products to commercial and personal  
19 customers. Defendant Federal Insurance Co. publicly maintains the "Chubb" brand  
20 as part of the Chubb Group of Insurance Companies.

21 9. Defendants Does 1-50, inclusive, are sued herein under fictitious  
22 names. Their true names and capacities are unknown to Plaintiff. When their true  
23 names and capacities are ascertained, Plaintiff will amend this complaint by inserting  
24 their true names and capacities herein. Plaintiff is informed and believes and thereon  
25 alleges that each of the fictitiously-named Defendants is responsible in some manner  
26  
27

1 for the occurrences herein alleged, and that the damages of Plaintiff and the putative  
2 class members herein alleged were proximately caused by such Defendants.

3 10. Plaintiff is informed, believes, and thereon alleges that each of the  
4 Defendants herein was at all times relevant to this action the agent, employee,  
5 representative partner, and/or joint venturer of the remaining Defendants and was  
6 acting within the course and scope of the relationship. Plaintiff is further informed,  
7 believes, and thereon alleges that each of the Defendants herein gave consent to,  
8 ratified and authorized the acts alleged herein to the remaining Defendants.

9 **III. JURISDICTION AND VENUE**

10 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331,  
11 as this case is brought under the FLSA, 29 U.S.C. §§ 207 and 216(b). The  
12 representative Plaintiff has signed a consent form to join this lawsuit, attached hereto  
13 as Exhibit A. This Court also has supplemental jurisdiction over Plaintiff's state-law  
14 claims pursuant to 28 U.S.C. § 1367.

15 12. Venue is proper in the United States District Court for the Northern  
16 District of California pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part  
17 of the events giving rise to the claims set forth herein occurred in this district.

18 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

19 13. During the applicable statutory period, Plaintiff and those similarly  
20 situated worked as insurance underwriters for Defendants. Defendants, through their  
21 policies, practices, and supervisors, directed the work activity of Plaintiff and other  
22 Underwriters. Employees of Defendants had the authority to discipline Plaintiff and  
23 other Underwriters.

24 14. Defendants' gross annual sales made or business done has been  
25 \$500,000 or greater at all times relevant herein. Defendants operate in interstate  
26 commerce by, among other things, selling insurance products in multiple states.

1           15. Defendants classified (and continue to classify) their Underwriters,  
2 including Plaintiff and those similarly situated, as exempt from FLSA and state  
3 wage-and-hour protections. Defendants paid Underwriters a fixed salary regardless  
4 of the number of hours worked. Underwriters were also eligible to receive bonuses  
5 based on their productivity.

6           16. Defendants are in the business of selling insurance products, and the  
7 work performed by Plaintiff and other Underwriters is, and was, production work  
8 directly related to the sales of insurance products.

9           17. Underwriters process insurance risk evaluations for commercial  
10 properties by entering a Standard Industrial Classification 4-digit code (which  
11 corresponds to the type of business) into Chubb's proprietary risk database. The  
12 database then provides a risk rating from 1 to 6. The Underwriters then rely on this  
13 risk rating to populate Chubb's existing templates for insurance policies.

14           18. Those insurance policies are then subject to spot checking and review  
15 by supervisors.

16           19. Underwriters do not manage any kind of budget or negotiate insurance  
17 premiums.

18           20. Although the job of Underwriter requires diligence, hard work, and  
19 familiarity with insurance products, Underwriters hired by Defendants are not  
20 required to have any advanced degrees or to undertake any prolonged course of  
21 specialized academic instruction in order to work for Defendants. In addition,  
22 Underwriters hired by Defendants are not required to have any particular license.

23           21. Plaintiff and those similarly situated routinely worked in excess of eight  
24 (8) hours per day and forty (40) hours per week for Defendants, without receiving  
25 proper overtime pay.

1 22. Plaintiff regularly ate lunch while he worked and regularly worked  
2 through his ten-minute rest periods.

3 23. Defendants did not keep accurate records of the hours Plaintiff and  
4 other Underwriters worked. Defendants did not track whether Plaintiff and other  
5 Underwriters took meal or rest periods. Because Defendants did not pay Plaintiff  
6 and other Underwriters for all hours worked, including overtime hours, Defendants'  
7 wage statements did not accurately reflect all hours worked.

8 24. Because Defendants did not pay Plaintiff and other Underwriters for all  
9 overtime hours worked, Defendants did not provide Plaintiff and other underwriters  
10 all wages owed at the time they were no longer employed by Defendants.

11 25. Defendants are aware of federal and California wage-and-hour laws.

12 26. Defendants' unlawful conduct has been widespread, repeated, and  
13 consistent.

14 27. Defendants' conduct, as set forth in this Complaint, was willful and in  
15 bad faith. Defendants operated under a scheme that has caused significant damages  
16 to Plaintiff and similarly situated individuals.

## 17 V. COLLECTIVE ACTION ALLEGATIONS

18 28. Plaintiff brings this action on behalf of himself and other employees  
19 similarly situated as authorized under the FLSA, 29 U.S.C. § 216(b). The employees  
20 similarly situated are:

21 **Collective Class:** All persons who are or have been employed by Defendants  
22 as insurance underwriters including but not limited to Underwriter I,  
23 Underwriter II, Underwriter III, and individuals with similar job duties, within  
24 the United States at any time from three years prior to the filing of this  
25 Complaint through the final disposition of this case.



1       **California Class:** All individuals who have been employed by Defendants as  
2 insurance underwriters in the State of California at any time starting four years  
3 prior to the filing of the initial complaint in this action until trial of this action.

4       35. Plaintiff brings this action as a class action pursuant to Rule 23 of the  
5 Federal Rules of Civil Procedure on behalf of the following defined class:

6       **Waiting Time Penalties Subclass:** All California Class members who are no  
7 longer employed by Defendants and either (1) resigned and were not paid all  
8 wages due within 72 hours or (2) were terminated and not immediately paid  
9 all wages due within three years prior to this action’s filing date through the  
10 trial of this action.

11       36. Numerosity: Upon information and belief, the California Class is so  
12 numerous that joinder of all members is impracticable. Plaintiff is informed and  
13 believes, and on that basis alleges, that during the relevant time period, Defendants  
14 employed over forty people who satisfy the definition of the proposed California  
15 Class.

16       37. Typicality: Plaintiff’s claims are typical of the members of the  
17 California Class. Plaintiff is informed and believes that, like other Underwriters, he  
18 routinely worked more than forty hours per week, and more than eight hours per day,  
19 during the California Class period. Plaintiff had the same duties and responsibilities  
20 as other Class members. Plaintiff and the California Class were subject to  
21 Defendants’ policy and practice of improperly treating and classifying Underwriters  
22 as “exempt” from federal and state wage and hour laws, failing to pay appropriate  
23 overtime compensation, failing to pay waiting time penalties, failing to provide meal  
24 and paid rest breaks, and failing to maintain accurate records of hours worked.

25       38. Superiority: A class action is superior to other available methods for the  
26 fair and efficient adjudication of the controversy, particularly in the context of wage  
27

1 and hour litigation where individual plaintiffs lack the financial resources to  
2 vigorously prosecute separate lawsuits in federal court against large corporate  
3 defendants.

4 39. Adequacy: Plaintiff will fairly and adequately protect the interests of  
5 the California Class, and has retained counsel experienced in complex wage and  
6 hour class and collective action litigation.

7 40. Commonality: Common questions of law and fact exist to all members  
8 of the California Class and predominate over any questions solely affecting  
9 individual members of the Class, including but not limited to:

- 10 a. Whether Defendants improperly labeled and treated Plaintiff and  
11 the members of the California Class as exempt;
- 12 b. Whether Defendants unlawfully failed to pay appropriate  
13 overtime compensation to Plaintiff and the members of the  
14 California Class in violation of the California Labor Code §§ 510  
15 and 1194, California Industrial Wage Order No. 4 (8 C.C.R. §  
16 11040), and the FLSA;
- 17 c. Whether Defendants employed Plaintiff and the members of the  
18 California Class within the meaning of California law;
- 19 d. Whether Plaintiff and the members of the California Class who  
20 are no longer employed by Defendants are entitled to waiting  
21 time penalties pursuant to California Labor Code § 203;
- 22 e. Whether Defendants' policies and practices provide and/or make  
23 available meal and paid rest periods;
- 24 f. Whether Defendants' conduct violated Business and Professions  
25 Code § 17200 *et seq.* by violating the state and federal laws as  
26 set forth therein;

1 g. The proper measure of damages sustained by Plaintiff, the  
2 Class, and the Collective; and

3 h. Whether Defendants' actions were "willful."

4 41. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1)  
5 because prosecution of actions by individual members of the California Class would  
6 result in inconsistent or varying adjudications and create the risk of incompatible  
7 standards of conduct for Defendants. Further, adjudication of each individual  
8 member's claim as a separate action would be dispositive of the interest of other  
9 individuals not party to this action, impeding their ability to protect their interests.

10 42. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3)  
11 because questions of law and fact common to the California Class predominate over  
12 any questions only affecting individual members of the California Class, and  
13 because a class action is superior to other available methods for the fair and efficient  
14 adjudication of this litigation. Defendants' common and uniform policies and  
15 practices denied the members of the California Class the overtime pay to which they  
16 are entitled. The damages suffered by the individual California Class members are  
17 small compared to the expense and burden of individual prosecution of this  
18 litigation. In addition, class certification is superior because it will obviate the need  
19 for unduly duplicative litigation that might result in inconsistent judgments about  
20 Defendants' practices.

21 43. Plaintiff intends to send notice to all members of the California Class  
22 to the extent required by Rule 23. The names, email addresses, and mailing addresses  
23 of the members of the California Class are available from Defendants.

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**FIRST CLAIM FOR RELIEF**

**Failure to Pay Overtime Compensation in Violation of the Fair Labor Standards Act (On Behalf of Plaintiff and the Collective Class)**

44. Plaintiff, on behalf of himself and the Collective Class, alleges and incorporates by reference the allegations in the preceding paragraphs.

45. Plaintiff consents in writing to be party to this action, pursuant to 29 U.S.C. § 216(b). Plaintiff’s written consent form is attached hereto as Exhibit A. Plaintiff anticipates that other individuals will continue to sign consent forms and join as plaintiffs.

46. At all relevant times, Defendants have been, and continue to be, “employers” engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendants have employed and continue to employ employees, including Plaintiff and the FLSA Collective. At all relevant times, upon information and belief, Defendants have had gross operating revenues in excess of \$500,000.

47. The FLSA requires each covered employer, such as Defendants, to compensate all non-exempt employees at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours per work week.

48. During their employment with Defendants, within the applicable statute of limitations, Plaintiff and the other Collective Class members worked in excess of 40 hours per workweek. Despite the hours worked by Plaintiff and the Collective Class members, Defendants willfully, in bad faith, and in knowing violation of the FLSA, failed and refused to pay them the appropriate overtime compensation for all the hours worked in excess of 40.



1 the hours set by the Industrial Welfare Commission (“IWC”), or under conditions  
2 prohibited by the applicable wage orders of the IWC.

3 55. Plaintiff worked in excess of eight hours per day and in excess of 40  
4 hours per week, and Defendants unlawfully failed to pay members of the Class the  
5 proper overtime compensation required in violation of IWC Wage Order 4 (8 C.C.R.  
6 § 11040) and California Labor Code §§ 510 and 1198. Pursuant to California Labor  
7 Code § 1194, Plaintiff is entitled to recover his unpaid overtime compensation.

8 56. As a direct and proximate result of Defendants’ unlawful conduct, as  
9 set forth herein, Plaintiff has sustained damages, including loss of earnings for hours  
10 of overtime worked on behalf of Defendants, in an amount to be established at trial,  
11 plus damages, interest, attorneys’ fees, and costs.

12 **THIRD CLAIM FOR RELIEF**

13 **Failure to Provide Rest Breaks and Meal Periods**

14 **(On Behalf of Plaintiff and the California Class)**

15 57. Plaintiff alleges and incorporates by reference the allegations in the  
16 proceeding paragraphs.

17 58. California Labor Code § 512 prohibits an employer from employing an  
18 employee for a work period of more than five hours per day without providing the  
19 employee with a meal period of not less than 30 minutes, or for a work period of  
20 more than 10 hours per day without providing the employee with a second meal  
21 period of not less than 30 minutes.

22 59. Section 11 of Wage Order No. 4 provides (and at all times relevant  
23 hereto provided) in relevant part that:

24 No employer shall employ any person for a work period of more than five (5)  
25 hours without a meal period of not less than 30 minutes, except that when a  
26 work period of not more than six (6) hours will complete the day’s work the  
27 meal period may be waived by mutual consent of the employer and the

1 employee. Unless the employee is relieved of all duty during a 30 minute meal  
2 period, the meal period shall be considered an “on duty” meal period and  
3 counted as time worked. An “on duty” meal period shall be permitted only  
4 when the nature of the work prevents an employee from being relieved of all  
5 duty and when by written agreement between the parties an on-the-job paid  
6 meal period is agreed to. The written agreement shall state that the employee  
7 may, in writing, revoke the agreement at any time.

8 If an employer fails to provide an employee a meal period in accordance with  
9 the applicable provisions of this order, the employer shall pay the employee  
10 one (1) hour of pay at the employee’s regular rate of compensation for each  
11 workday that the meal period is not provided.

12 60. Section 12 of Wage Order No. 4 provides (and at all times relevant  
13 hereto provided) in relevant part that:

14 Every employer shall authorize and permit all employees to take rest periods,  
15 which insofar as practicable shall be in the middle of each work period. The  
16 authorized rest period time shall be based on the total hours worked daily at  
17 the rate of ten (10) minutes net rest time per four (4) hours or major fraction  
18 thereof. However, a rest period need not be authorized for employees whose  
19 total daily work time is less than three and one-half (3 1/2) hours. Authorized  
20 rest period time shall be counted as hours worked for which there shall be no  
21 deduction from wages. If an employer fails to provide an employee a rest  
22 period in accordance with the applicable provisions of this order, the employer  
23 shall pay the employee one (1) hour of pay at the employee’s regular rate of  
24 compensation for each workday that the rest period is not provided.

25 61. California Labor Code § 226.7 prohibits any employer from requiring  
26 any employee to work during any meal or rest period mandated by an applicable  
27 IWC wage order, and provides that an employer that fails to provide an employee  
28 with a required rest break or meal period shall pay that employee one additional hour  
of pay at the employee’s regular rate of compensation for each work day that the  
employer does not provide a compliant meal or rest period.





1 collective action under 29 U.S.C. §216(b) of the FLSA;

2 B. That Defendants are found to have violated the overtime,  
3 meal/rest periods, and timely payment of wages provisions of  
4 the California wage laws cited above;

5 C. That Defendants are found to have violated the overtime  
6 provisions of the FLSA as to Plaintiff and the Collective Class;

7 D. That Defendants are found to have violated the FLSA by failing  
8 to maintain accurate time records of all the hours worked by  
9 Plaintiff and the Collective Class;

10 E. That Defendants' violations as described above are found to be  
11 willful;

12 G. An award to Plaintiff and the Class and Collective Class Action  
13 members for the amount of unpaid wages owed, liquidated  
14 damages and penalties where provided by state and federal law,  
15 and interest thereon, subject to proof at trial;

16 I. That Defendants be ordered and enjoined to pay restitution to  
17 Plaintiff and the Class due to Defendants' unlawful activities,  
18 pursuant to California state law cited above;

19 J. That Defendants further be enjoined to cease and desist from  
20 unlawful activities in violation of state laws cited above;

21 K. That the Court grant declaratory relief stating that Defendants'  
22 scheme is unlawful;

23 L. For an award of reasonable attorneys' fees and costs pursuant to  
24 29 U.S.C. § 216(b), California Labor Code §§ 218.5, 1194,  
25 California Code of Civil Procedure § 1012.5, and/or other  
26 applicable state laws; and

M. For such other and further relief, in law or equity, as this Court may deem appropriate and just.

DATED: July 27, 2018

**BRYAN SCHWARTZ LAW**

By:  
/s/ Bryan Schwartz  
Bryan Schwartz (SBN 209903)  
Logan Starr (SBN 305598)  
*Attorneys for Plaintiff*

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# EXHIBIT A



CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Mark Sandbergen, individually, on behalf of others similarly situated, and on behalf of the general public,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Bryan Schwartz (SBN 209903), Eduard Meleshinsky (SBN 300547); Logan Starr (SBN 305598) BRYAN SCHWARTZ LAW, 1330 Broadway, Suite 1630, Oakland, CA 94612; Tel: 510-444-9300

DEFENDANTS

ACE American Insurance Co. d/b/a Chubb Group of Insurance Companies; Federal Insurance Co. d/b/a Chubb Group of Insurance Companies; and DOES 1-50, inclusive

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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-Transfer
8 Multidistrict Litigation-Direct File

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. § 216(b)

Brief description of cause: Fair Labor Standards Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 07/27/2018

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of Bryan Schwartz

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 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.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 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.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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 Federal Rule of Civil Procedure 23. 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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.