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10 **IN THE UNITED STATES DISTRICT COURT
FOR THE WESTER DISTRICT OF WASHINGTON**

11
12 Brett Martinson,
13 Plaintiff,

14 v.

15 Central Pierce Fire & Rescue,
16 Defendant.

CASE NO. 21-cv-5036
COMPLAINT FOR VIOLATIONS OF
USERRA, WLAD AND DEMAND
FOR TRIAL BY JURY

EXEMPT FROM FILINGFEES
UNDER 38 U.S.C. § 4323(h)(1)

17 **I. INTRODUCTION**

18 1. This civil action is brought pursuant to the Uniformed Services Employment
19 and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 - 4335 (USERRA), and is
20 exempt from filing fees under 38 U.S.C. § 4323(h)(1).

21 2. Plaintiff, Brett Martinson (hereinafter “Mr. Martinson” or “Plaintiff”), by the
22 undersigned attorneys, avers as stated herein.
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24

1 **II. PARTIES AND JURISDICTION**

2 3. Mr. Martinson resides in the State of Washington and was an employee of
3 Defendant, Central Pierce Fire & Rescue since 1998. After the events of September 11,
4 2001, Mr. Martinson enlisted as a member of the Washington National Guard in March
5 of 2002.

6 4. Central Pierce Fire & Rescue (hereinafter “Defendant” or “CPFR”) maintains
7 a place of business within this District, located at 17520 – 22nd Ave. E., Tacoma, WA
8 98445.

9 5. For the purposes of 38 U.S.C. §§ 4303(4) and 4323(c)(2) Defendant,
10 Central Pierce Fire & Rescue is a private employer operating within the State of
11 Washington.

12 6. All acts complained of occurred within the Western District of Washington.

13 7. The Federal Court for the Western District of Washington has personal
14 jurisdiction over the parties and subject matter jurisdiction for the claims in this complaint
15 pursuant to 38 U.S.C. § 4323(b), 28 U.S.C. § 1331, 28 U.S.C. § 1367(a).

16 8. Venue is proper in the Western District of Washington under 38 U.S.C. §
17 4323(c) and 28 U.S.C. § 1391(b), because the acts and omissions complained herein
18 occurred in this District, and Defendants conduct business here.

19 **III. FACTS**

20 9. Mr. Martinson was hired as a firefighter/paramedic by Defendant in 1998.

21 10. In March 2002, Mr. Martinson joined the Washington Army National Guard.

22 11. Service in the Washington Army National Guard which includes monthly
23 drills (which customarily happen on the weekend), annual training (usually two weeks),
24 skill training (months) and, overseas deployments (months-to-years).

1 12. Between 2002 through 2007 Mr. Martinson attended military training or
2 deployments for:

- 3 • Approximately 25 days in 2002;
- 4 • Approximately 120 days in 2003;
- 5 • Approximately 366 days in 2004;
- 6 • Approximately 365 days in 2005;
- 7 • Approximately 48 days in 2006;
- 8 • Approximately 48 days in 2007;

9 13. In late 2007 through 2008, Mr. Martinson applied for a teaching position
10 within the fire department as a paramedic airway management technician.

11 14. Approximately seven others also applied for the paramedic airway
12 management technician position. All seven other applicants were selected.

13 15. None of the other applicants that were selected for that position had a
14 military service obligation.

15 16. Shortly thereafter, Mr. Martinson asked Assistant Chief of Emergency
16 Medical Service ("EMS"), Judy Murphy, why he was not selected. Assistant Chief
17 Murphy stated that, "You didn't get the position due to your status in the military". Mr.
18 Martinson explained to Assistant Chief Murphy that was unlawful discrimination, and
19 then walked across the hallway to Deputy Chief Doug Willis and reported what
20 happened. Deputy Chief Willis was visibly upset and stated that that would never happen
21 again and that it would be dealt with.

22 17. From April 27, 2013 through July 30, 2013, Mr. Martinson was on
23 deployment with the military. During his deployment, the CPFR announced a lieutenant
24 promotion test that would occur in September. Mr. Martinson returned to the CPFR in

1 August, met with HR staff member Stephanie Glass, and requested to take the lieutenant
2 promotion test with an accommodation (an alternate testing date) that would allow him
3 equal time as his peers to prepare for the exam. Ms. Glass informed Mr. Martinson that
4 the CPFR was drafting a policy. Mr. Martinson applied for the lieutenant test. Two weeks
5 later, Mr. Martinson followed up on his alternate test date accommodation request with
6 HR Manager Candis Martinson. The HR Manager denied the request for an
7 accommodation and Mr. Martinson was forced to take the assessment center with all
8 promotional candidates, without reasonable preparation time contravention of USERRA,
9 20 C.F.R. 1002.139(b).

10 18. This gave Mr. Martinson only two weeks to prepare for the testing, although
11 his absences for military leave consumed at least three months of the lieutenant test
12 preparation period.

13 19. Shortly after Mr. Martinson's return from deployment, he requested,
14 through the Washington State Department of Retirement Systems, per CPFR policy, that
15 his pension service credits be restored for the months he was absent for military service.
16 The request was denied, in contravention of USERRA, 20 C.F.R. 1002.259.

17 20. In July 2015, Mr. Martinson deployed to Afghanistan. Immediately prior to
18 his deployment he met with HR, payroll, the Assistant Chiefs of EMS and Operations,
19 and a union representative. The purpose of the meeting was to address any issues that
20 may arise due to Mr. Martinson's deployment. Given his prior experience regarding
21 lieutenant testing, Mr. Martinson requested to take a make-up upon his return if there
22 was testing held while he was on deployment.

23 21. The CPFR held the lieutenants' test for eight individuals while Mr.
24 Martinson was deployed, and none had a military service obligation.

1 22. At least six individuals who applied were promoted to lieutenant, and none
2 had a military service obligation.

3 23. Mr. Martinson returned from active duty on March 7, 2016.

4 24. After his return, Mr. Martinson requested an alternate/makeup lieutenant
5 test date, and both the HR Director Candise Martinson and the EMS Chief Dan Beckman
6 denied the request in contravention of USERRA, 20 C.F.R. 1002.139(b).

7 25. Mr. Martinson was denied make-up promotion testing.

8 26. Shortly after Mr. Martinson's return from deployment, he requested that his
9 service credits be restored for the months he was absent for military service. The request
10 was denied and Defendant's agent demanded that Mr. Martinson pay contributions for
11 periods of time while he was on military leave in contravention of USERRA, 20 C.F.R.
12 1002.259.

13 27. In June 2018, Mr. Martinson deployed to South Korea for six months.

14 28. In October 2018, during his deployment, CPFR announced a Suppression
15 Lieutenants test scheduled for April 29, 2019. The test has two components, an
16 assessment center, and a written test.

17 29. Mr. Martinson returned from deployment and reported back to CPFR on
18 January 14, 2019. Within thirty days of his return, Mr. Martinson requested an
19 accommodation for the test date, so that he would have equal time as his peers to
20 prepare for the exam.

21 30. Shortly after Mr. Martinson's return from deployment, he requested that his
22 service credits be restored for the months he was absent for military service. The request
23 was denied and Defendant's agent demanded that Mr. Martinson pay contributions for
24

1 periods of time while he was on military leave in contravention of USERRA, 20 C.F.R.
2 1002.259.

3 31. In March 2019, Mr. Martinson was called to active duty for twenty-four
4 days.

5 32. On April 29, 2019, Suzi E. Schwabe, Human Resources Director denied
6 Mr. Martinson's request (paragraph 30 above) for accommodation and he was forced to
7 take the assessment center with all promotional candidates, without reasonable
8 preparation time contravention of USERRA, 20 C.F.R. 1002.139(b).

9 33. Mr. Martinson was given only twenty-four (24) additional days to prepare
10 for the written test, although his absences for military leave consumed at least four
11 months of the lieutenant test preparation period.

12 34. Mr. Martinson suffered harms and losses as a result of Defendant's
13 discrimination.

14 35. Defendant participates in the Law Enforcement Officers' and Fire Fighters'
15 Retirement System (LEOFF) Plan 2, a defined benefit plan administered by the
16 Washington Department of Retirement Systems.

17 36. Mr. Martinson is a vested Member of LEOFF 2.

18 37. LEOFF 2 members may retire at age 53.

19 38. Mr. Martinson's LEOFF 2 Retirement Plan Summary shows seventeen (17)
20 missing months of service credit, each of which corresponds to his military service dates.

21 39. LEOFF 2 retirement benefit is determined by a formula of years of service
22 credit (times) 2% (times) Final Average Salary. Accordingly, to enjoy the same
23 retirement benefits, without significant financial loss, Mr. Martinson will be forced to work
24 an additional seventeen months before he may retire.

1 40. Defendant's employees are eligible for employer contribution to a deferred
2 compensation and VEBA plans. Mr. Martinson did not receive these contributions during
3 various periods of military leave in 2013, 2016, 2016 and 2018.

4 41. At all times relevant hereto, Defendant had a duty to conduct itself in
5 compliance with the law, including USERRA and WLAD and ensure its managers and
6 agents followed the Act.

7 42. The above-referenced actions by Defendants breached those duties.

8 43. Defendants' actions are the direct and proximate cause of Mr. Martinson's
9 damages.

10 44. To the extent that Defendant alleges application of any agreement that
11 constitutes any limitation on Plaintiff's rights under USERRA, it is illegal, null and void,
12 inapplicable and of no force or effect pursuant to 38 U.S.C. § 4302.

13 45. Defendant posts workplace posters that set out employer responsibilities
14 under USERRA, as required by 38 U.S.C. § 4334.

15 46. As a result of Defendant's unlawful conduct in violation of USERRA and
16 the necessity of this action to seek a remedy, Mr. Martinson fears further retaliation
17 against his employment rights by Defendant or its managers, directors or employees.
18 As such, any employment relationship that Mr. Martinson may have enjoyed with
19 Defendants prior to the filing of this action is irreparably damaged through no fault of Mr.
20 Martinson.

21 **V. CAUSES OF ACTION**

22 42. Defendant violated Mr. Martinson's rights as guaranteed by USERRA,
23 including, but not limited to: § 4311 discrimination and retaliation in employment; §§
24 4312, 4313 reemployment rights; and § 4318, and 20 C.F.R. § 1002.259 pension

1 benefits. Defendant's actions further violated Mr. Martinson's rights as guaranteed by
2 the Washington Law Against Discrimination.

3 **(NO. 1 – VIOLATION OF 38 U.S.C. § 4311(a) – DISCRIMINATION)**

4 43. Under 38 U.S.C. § 4311(a) an employee shall not be denied a benefit of
5 employment on the basis of a duty to perform a military obligation. Benefits of
6 employment "means the terms, conditions, or privileges of employment, including any
7 advantage, profit, privilege, gain, status, account, or interest (including wages or salary
8 for work performed) that accrues by reason of an employment contract or agreement or
9 an employer policy, plan, or practice and includes rights and benefits under a pension
10 plan, a health plan, an employee stock ownership plan, insurance coverage and awards,
11 bonuses, severance pay, supplemental unemployment benefits, vacations, and the
12 opportunity to select work hours or location of employment." 38 U.S.C. § 4303(2).

13 44. Mr. Martinson's military service obligation was a motivating factor in
14 Defendant's denial of various benefits of employment, *inter alia*, denial of advancement
15 opportunities and denials of requests for make-up promotional testing.

16 45. Defendant's denial of said benefits of employment and subsequent acts,
17 constitute adverse employment actions that have caused Mr. Martinson damages in an
18 amount to be proven at trial.

19 **(NO. 2 VIOLATION OF 38 U.S.C. §§ 4312 & 4313)**

20 46. Defendant violated 38 U.S.C. §§ 4312, 4313, among other ways, by failing
21 to reemploy Mr. Martinson in a position of seniority, status and pay, with other rights and
22 benefits determined by seniority plus the additional seniority and rights and benefits that
23 Mr. Martinson would have attained had he remained continuously employed, including
24 advancement opportunities.

1 47. Defendant violated 38 U.S.C. §§ 4312, 4313, by denying Mr. Martinson the
2 opportunity to make up the promotional tests he missed during his military service.

3 48. Defendant further violated §§ 4312, 4313 by failing to promote Mr.
4 Martinson to Lieutenant as set out in paragraphs 20 - 23 above. For it is reasonably
5 certain that Mr. Martinson would have escalated into a Lieutenant position (just like his
6 six other non-military peers did) had he not underwent his military service.

7 **(NO. 3 – VIOLATION OF 38 U.S.C. §§ 4302 and 4318)**

8 48. Defendant violated 38 U.S.C. §§ 4302 and 4318 of USERRA, among other
9 ways, by maintaining a retirement plan that imposes requirements on servicemembers
10 beyond those required or permitted by USERRA and by (1) placing additional
11 prerequisites on Mr. Martinson’s right to receive service credits immediately upon
12 reemployment; and (2) refusing to credit Mr. Martinson’s retirement plan with months of
13 service credits that he accrued while on active duty military service, and deferred
14 compensation.

15 **(CLAIM FOR LIQUIDATED DAMAGES – 38 U.S.C. § 4323)**

16 49. Plaintiff is entitled to liquidated damages under USERRA because the
17 Defendants knew, or showed reckless disregard for whether its conduct was prohibited
18 under USERRA.

19 50. Liquidated damages, in the USERRA context, allows double lost
20 wage/benefit damages if it is proven that the Defendant knowingly or recklessly
21 disregarded USERRA’s provisions.

22 51. Defendant’s willful violations of USERRA include, but are not limited to,
23 Defendant’s systematic violations of § 4318 in which Defendant refuses to give pension
24

1 service credit to Mr. Martinson even though Defendant was aware of its pension
2 funding/service credit obligations under the law.

3 52. Since Defendant's violation of USERRA § 4318 is willful, then Mr.
4 Martinson is allowed liquidated (double) damages which, in this instance, would be
5 double pension service credit.

6 **V. PRAYER FOR RELIEF**

7 Plaintiff respectfully prays for:

8 A. An Order declaring as a matter of law, Defendant's retirement plan violates
9 USERRA by (1) placing additional prerequisites on Mr. Martinson's right to receive
10 service credits immediately upon reemployment; and (2) refusing to credit Mr. Martinson
11 with service credits he accrued while on active duty military service.

12 B. An Order requiring that Defendants comply with USERRA by immediately
13 crediting Mr. Martinson the seventeen (17) missing service credits that he accrued while
14 on active duty military service and then doubling that credit due to the willful nature of
15 that USERRA violation.

16 C. An Order declaring that Mr. Martinson is entitled to his attorney fees,
17 litigations expenses and costs incurred in bringing this action to obtain his retirement
18 service credits, through the date that such credits are restored.

19 D. An Order requiring Defendant to make contributions to Mr. Martinson's
20 retirement account within 30-days of when Mr. Martinson returns to work following the
21 completion of qualifying military leave

22 E. Equitable relief as mandated by Congress pursuant to 38 U.S.C. § 4323(e),
23 including temporary or permanent injunctions, temporary restraining orders, and
24

1 contempt orders, to vindicate fully the rights or benefits of persons under this chapter,
2 and as necessary to prevent future harm to Mr. Martinson and other servicemembers.

3 F. An Order declaring as a matter of law that Defendants' violations of
4 USERRA were willful, pursuant to 38 U.S.C. § 4323(d)(1)(C); and

5 G. Compensation for all injury and damages suffered by Mr. Martinson
6 including, but not limited to, both economic and non-economic damages, in the amount
7 to be proven at trial including back pay, front pay, pre and post judgment interest, lost
8 benefits of employment, adverse tax consequences of any award for economic
9 damages, liquidated damages for willful violations as it relates to the improper
10 withholding of wages and benefits and general damages relating to emotional distress
11 and mental anguish damages as provided by law.

12 H. Plaintiff's reasonable attorneys, expert fees, and costs, pursuant to 38
13 U.S.C. § 4323, and as otherwise provided by law, as well as the *private attorney general*
14 theory of recovery of reasonable attorney fees and costs in employment related cases.

15 I. An Order requiring that Defendants comply with USERRA by immediately
16 arranging a make-up lieutenants test for the testing Mr. Martinson was denied in 2016,
17 promote him to lieutenant effective, and credit his seniority to March 7, 2016.

18 J. For such other and further relief as this Court deems just and equitable.

19 **JURY TRIAL DEMAND**

20 Pursuant to Rule 38 of the Federal Rules of Civil Procedure or any similar rule or
21 law, Plaintiff demands a trial by jury for all causes of action and issues for which trial by
22 jury is available.

23 Respectfully submitted this January 13, 2020.

24 /s/ Thomas G. Jarrard
THOMAS G. JARRARD

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Attorneys for Plaintiff

CIVIL COVER SHEET

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
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
County of Residence of First Listed Defendant
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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each cell contains a list of legal categories with checkboxes.

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):
Brief description of cause:

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

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

DATE SIGNATURE OF ATTORNEY OF RECORD

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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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.
 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN 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 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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: