

R. Civ. P. 23 on behalf of all current and former delivery drivers who have contracted with Select Oneto provide delivery services for Select One between February 1, 2014 and the present. Plaintiff alleges that, as a result of Select One’s policies, illegal deductions were made from his and other delivery drivers’ wages in violation of the Illinois Wage Payment and Collection Act (“IWPCA”), 820 Ill. Comp. Stat. 115/9. Plaintiff also alleges that Select One unlawfully required him and others similarly situated to incur expenses that should have properly been borne by Defendants in violation of 820 Ill. Comp. Stat. 115/9.5.

3. Plaintiff also brings this case as a collective action under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), on behalf of all current and former delivery drivers who have provided delivery services for Select One between February 1, 2021 and the present. Plaintiff alleges that, as a result of Defendants’ policies, and the deductions made from his and other delivery drivers’ pay, Plaintiff and other delivery drivers received less than the minimum wage, in violation of the Fair Labor Standards Act, 29 U.S.C. § 206.

4. Plaintiff also alleges that, as a result of its unlawful wage practices, Select One was unjustly enriched.

II. THE PARTIES

4. Plaintiff Jasmine Brown is an adult resident of Rocky Mount, North Carolina. Plaintiff provided trucking services for Select One in Illinois as a truck driver between approximately January 2021 and May 2023. During this time, Plaintiff was classified as an independent contractor.

5. Defendant Select One is an Illinois corporation headquartered in Channahon, Illinois. It does business in Illinois and is registered with the Illinois Secretary of State.

6. According to Defendant Select One’s website, Select One is a “customer-focused trucking company” which has “one of the newest, most technologically advanced fleets on the

road[.].”¹

7. Defendant Daniel Georgievski (“Georgievski”) is an Illinois resident and is the Manager of Select One. In this capacity, Georgievski possesses and exercises the authority to make or participate in decisions concerning drivers’ compensation; implement and enforce rules affecting the material terms of drivers’ work, employment, and compensation; hire drivers, supervise their work, and impose discipline on them.

III. JURISDICTION AND VENUE

8. The Court has personal jurisdiction over Plaintiff and the class he seeks to represent because they worked in the State of Illinois for Illinois employers and/or are citizens of the state of Illinois.

9. The Court has personal jurisdiction over Defendants because Defendants reside in Illinois, do business in the State of Illinois, and their conduct in the State of Illinois underlies all claims in this suit.

10. The Court has jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 and 29 U.S.C. §216(b).

11. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant 28 U.S.C. § 1367(a), because these claims are so related to the federal claims that they form part of the same case and controversy.

12. Venue in the Northern District of Illinois is proper pursuant to 28 U.S.C. § 1391(b), as the events giving rise to this lawsuit occurred in this District.

IV. STATEMENT OF FACTS

13. Plaintiff was hired by Select One to perform deliveries in Illinois and across the United States.

¹ <https://selectoneinc.net> (last visited Jan. 20, 2024).

14. Plaintiff was required to sign an independent contractor agreement with Select One.

15. Plaintiff leased a truck and trailer from Select One. The truck and trailer had markings on them displaying the Select One insignia.

16. Plaintiff worked for Select One full time, up to 70 hours a week. He did not work anywhere else while working for Select One.

17. Plaintiff and other delivery drivers were required to regularly check in with Select One dispatchers to take their instructions as to which loads to haul, where and when to pick up these loads.

18. Plaintiff and other delivery drivers were also required to comply with Select One's strict time constraints for deliveries and other instructions and were required to regularly report to Select One staff and Select One's office in Illinois.

19. Plaintiff was paid on a percentage-of-the-load basis for the deliveries he made.

20. Throughout the course of Plaintiff's employment, Select One made deductions from his pay for items including insurance, fuel, truck and trailer rental, escrow, maintenance and repairs, highway taxes, IFTA payments, and GPS, which often came to thousands of dollars per week. Plaintiff did not authorize these deductions.

21. In addition to the amounts that were unlawfully deducted from Plaintiff's pay, Select One failed to reimburse Plaintiff's out-of-pocket expenses he incurred in order to perform his duties, including cell phone payments and various maintenance items.

22. Finally, Plaintiff's take-home pay was significantly below minimum wage in a number of the weeks during which Plaintiff worked for Select One. The deductions and out-of-pocket expenses which Plaintiff was forced to incur directly contributed to bring his pay below minimum wage.

23. For example, for the pay period ending May 4, 2021, Plaintiff's pay statement indicates that he owes \$250.14 to Select One. Similarly, for the pay period ending March 15, 2022, Plaintiff's pay statement indicates that he *owes* \$240.28 to Select One.

24. Although Select One classified Plaintiff and other delivery drivers as independent contractors, the behavior and financial control manifested over the drivers by Select One demonstrates that they were employees of Select One.

25. Plaintiff and other class members were required to pick up trucks and trailers from Select One's Yard in Illinois. Additionally, maintenance and repairs of equipment provided by Select One had to be conducted at Select One's yard in Illinois.

26. Plaintiff and other class members were hired by Select One in Illinois at Select One's office, were required to pick up and deliver freight for Select One in Illinois, and received directions regarding their deliveries from Select One dispatchers and management team in Illinois.

27. Select One controlled every aspect of their drivers', including Plaintiff's, work. Such control included, but was not limited to the following:

- A. Select One required Plaintiff and other similarly situated drivers to comply with instructions dictated by written and unwritten policies, procedures, and directives regarding Plaintiff's and other similarly situated drivers' duties.
- B. Plaintiff and other delivery drivers were required to report to Select One's facilities regularly. For example, Plaintiff and other drivers were regularly required to come to Select One's Illinois office to have their equipment serviced.
- C. The trucks and trailers Plaintiff and class members drove bore Select One insignia and markings.

- D. Plaintiff, as well as other similarly situated drivers, were required to report to or contact dispatchers employed by Select One to receive delivery assignments, to report when they picked up and reopped off loads, and to report any issues with their assigned deliveries.
- E. Select One instructed Plaintiff and other similarly situated drivers which loads to pick up, the location of the loads/goods to be delivered, as well as the time frames for loading and unloading. Additionally, Select One dictated the time by which each delivery must be made. Select One's dispatchers and supervisors also communicated with Plaintiff and similarly situated drivers while they were driving via telephone in order to convey instructions and otherwise oversee the drivers.
- F. Plaintiff and other similarly situated drivers had GPS devices on their vehicles, which allowed Select One to track the drivers throughout the day.
- G. Select One subjected drivers, including Plaintiff, to a variety of deductions, including, but not limited to, deductions for insurance, fuel, truck and trailer rental, escrow, maintenance and repairs, highway taxes, IFTA payments, and GPS.
- H. If Plaintiff or other similarly situated drivers wished to take time off, they were required to give timely advance notice to Select One, with the Plaintiff and other similarly situated drivers disciplined or terminated for failure to provide such notice.

28. Plaintiff and other delivery drivers performed work which is in the usual course of business of Select One — *i.e.* they were truck drivers who performed delivery services and Select One is engaged in business of providing trucking delivery services to their customers.

29. Plaintiff and other delivery drivers drove trucks which were under Select One's DOT Number.

30. Select One required Plaintiff and putative class members to submit all bills of lading, logbooks, and other required paperwork to Select One's office in Illinois.

31. At no time during their employment were Plaintiff and other similarly situated drivers allowed to have their own customers nor did they ever have their own customers. Further, they could not choose and did not choose their own routes for delivery of cargo, could not and did not receive compensation or otherwise exchanged payment for their delivery other than being compensated by Select One and could not and did not negotiate any matters or bargains with any customers or brokers.

32. Plaintiff and other similarly situated truck drivers shared similar job titles, followed the same policies and practices, performed similar duties, and as a result of Select One's common scheme of misclassification and applications of unlawful deductions, were similarly denied compensation in violation of the IWPCA and the FLSA.

V. CLASS ALLEGATIONS

33. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23(b)(3) for the following IWCPA Class:

all other persons who contracted to provide trucking delivery services for Select One as delivery drivers in Illinois, and who personally provided trucking delivery services to Select One, who have either been classified as independent contractors or have not been paid or treated as employees during the relevant statutory period.

34. The members of the class are so numerous that joinder of all members is impracticable. Plaintiffs believe that the Class numbers exceed forty (40) members.

35. Common issues of law and fact predominate the claims of the class.

Specifically, all claims are predicated on a finding that Select One misclassified its drivers as independent contractors when they were in fact employees. In short, the claims of the named Plaintiff are identical to the claims of the class members.

36. The named Plaintiff is an adequate representative of the class because all class members were subject to Select One's uniform practices and policies. Further, Plaintiff and the potential class plaintiffs have suffered the same type of economic damages as a result of Select One's practices and policies.

37. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff's counsel is competent and experienced in litigating large wage and hour class and collective actions.

38. Finally, a class action is the only realistic method available for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation makes it impractical for members of the class to seek redress individually for the wrongful conduct alleged herein. Were each individual member required to bring a separate lawsuit, the resulting multiplicity of proceedings would cause undue hardship and expense for the litigants and the Court and create the risk of inconsistent rulings which would be contrary to the interest of justice and equity.

VI. COLLECTIVE ALLEGATIONS

39. Plaintiff's FLSA claims should proceed as a collective action on behalf of all similarly situated individuals who worked as delivery drivers for Select One during the past three years who may choose to opt-in to this case.

40. All potential opt-in Plaintiffs worked pursuant to the common misclassification scheme described above under which Select One did not pay drivers at least the minimum wage for all hours worked, and therefore they are "similarly situated" as that term is defined

in 29 U.S.C. § 216(b).

Count I
Illinois Wage Payment and Collection Act
(Unlawful Deductions)

41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs of this Complaint as if fully rewritten herein.

42. At all relevant times, Plaintiff and members of the proposed class were “employees” of Defendants as defined by the IWPCA.

43. At all relevant times, Defendants were employers of Plaintiff and proposed class members as defined by the IWPCA.

44. The IWPCA, 820 Ill. Comp. Stat. 115/9, prohibits employers from making unauthorized deductions from employees’ wages.

45. Select One violated the IWPCA, 820 Ill. Comp. Stat. 115/9, by making unlawful deductions from Plaintiff’s and class members’ wages.

46. Daniel Georgievski violated the IWPCA, 820 Ill. Comp. Stat. 115/9, by permitting and directing Select One to make unlawful deductions from Plaintiff’s and the proposed class members’ wages.

47. Plaintiff seeks reimbursement for all unlawful deductions taken by Select One from his and class members’ pay.

Count II
Illinois Wage Payment and Collection Act
(Expenses)

48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs of this Complaint as if fully rewritten herein.

49. At all relevant times, Plaintiff and the proposed class members were “employees” of Defendants as defined by the IWPCA.

50. At all relevant times, Defendants were employers of Plaintiff and the proposed class as defined by the IWPCA.

51. Select One violated Section 115/9.5 of the IWPCA by failing to reimburse Plaintiff and other class members who worked for them since January 1, 2019 for expenditures they incurred related to services performed for the Defendants from January 1, 2019 to the present.

52. Daniel Georgievski violated the IWPCA, 820 Ill. Comp. Stat. 115/9.5, by permitting drivers to incur expenses related to their work for Select One that should have been borne by Defendants.

53. Plaintiff seeks reimbursement for all unlawful expenses he and the proposed class members were forced to incur as part of their work for Defendants.

Count III
Fair Labor Standards Act
(Minimum Wage)

54. Plaintiff re-alleges and incorporate by reference the preceding paragraphs of this Complaint as if fully rewritten herein.

55. Select One regularly failed to pay Plaintiff and the members of the putative FLSA collective the statutory minimum wage in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

56. Under the FLSA, 29 U.S.C. § 206, Defendants were required to pay Plaintiff and the members of the putative collective minimum wage for all hours worked.

57. However, due to the improper deductions Defendants made from Plaintiff’s and FLSA collective members’ pay, as well as the out of pocket expenses they were forced to pay

directly, the wages of Plaintiff and the members of the FLSA Collective regularly fell below the minimum wage.

58. Defendants' conduct was willful and intentional, in that Defendants knew, required, approved and/or suffered or permitted Plaintiff and members of the FLSA collective to work hours for which they were not paid at the federal minimum wage.

59. This claim is brought on behalf of a group of similarly situated individuals who may choose to "opt in" to this case, pursuant to 29 U.S.C. §216(b).

Count IV
Unjust Enrichment
(In the alternative to Counts I and II)

60. Plaintiff re-alleges and incorporates by reference the preceding paragraphs of this Complaint as if fully rewritten herein.

61. As a result of Select One's mischaracterizing of Plaintiff and the proposed class as "independent contractors," Plaintiff and members of the proposed class were forced to pay substantial sums of money for work-related expenses, including but not limited to costs associated with operating and maintaining the trucks they drove.

62. Further, by mischaracterizing Plaintiff and the proposed class as "independent contractors" Select One evades employment-related obligations, specifically workers' compensation coverage. Select One illegally shifts these costs to Plaintiff and class members.

63. By wrongly characterizing Plaintiff and class members as "independent contractors," Select One is able to save significant sums of money that it otherwise would be forced to expend on workers' compensation insurance.

64. By misclassifying its employees as "independent contractors," and by requiring those employees to pay their expenses, Select One has been unjustly enriched.

Prayer for Relief

WHEREFORE, Plaintiff requests that the Court enter the following relief:

1. Certification of this case as a class action pursuant to Fed. R. Civ. P. 23(b)(3);
2. Appointing Plaintiff Jasmine Brown as class representative and his counsel as class counsel;
3. An order enjoining Defendants from violating the IWPCA and FLSA;
4. All unpaid wages;
5. Restitution for all deductions taken from Plaintiff's and class members' wages;
6. Restitution for all Select One's operating expenses that Plaintiff and class members were forced to bear;
7. Prejudgment interest on the unpaid wages in accordance with 815 Ill. Comp. Stat. 205/2;
8. Statutory damages pursuant to the formula set forth in 820 Ill. Comp. Stat. 115/14(a);
9. Certification of this case as a collective action pursuant to 29 U.S.C. § 216(b);
10. Payment of all wages due to Plaintiff and members of the collective;
11. Liquidated damages under the FLSA;
12. Attorney's fees and costs;
13. Any other relief to which Plaintiff and the Class/Collective members may be entitled.

DATED: February 1, 2024

Respectfully Submitted,

JASMINE BROWN, individually and on behalf
of all others similarly situated,

By his attorneys,

/s/ Bradley Manewith

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The ILND 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

JASMINE BROWN, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Nash and Edgecombe Counties
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Bradley Manewith, Lichten & Liss-Riordan, P.C. 5 Revere Drive, Suite 200, Northbrook, IL 60062; bmanewith@llrlaw.com; 617-994-5800

DEFENDANTS

SELECT ONE, INC. and DANIEL GEORGIEVSKI

County of Residence of First Listed Defendant Will and Grundy Counties
(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 (Check 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 (For Diversity Cases Only.)
(Check one box, only 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 (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	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"/> 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	<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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyright <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <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"/> 485 Telephone Consumer Protection Act (TCPA) <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 Arts <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
<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 Loan (Excludes Veterans)					
<input type="checkbox"/> 153 Recovery 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					
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	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	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 TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Check 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 (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

Plaintiff did not receive minimum wage compensation for all hours worked as required by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201 et seq.

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. 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

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

☐ Yes

☒ No

If yes, Case #

Name of Judge

Date: 2/1/24

Signature of Attorney of Record /sBradley Manewith

Authority for Civil Cover Sheet

The ILND 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
(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
(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" 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 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.
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.