

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

JULIE A. SU, Acting Secretary of Labor, United States Department of Labor,

Plaintiff,

v.

VISHAV, INC. d/b/a MEGA LIQUOR & SMOKE #13, and **BHOLA SINGH**,

Defendants.

Case No. 3:24-cv-186

Injunctive Relief Requested

COMPLAINT

Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor (the “Acting Secretary”), brings this action under Sections 216 and 217 of the Fair Labor Standards Act (“FLSA” or the “Act”), 29 U.S.C. §§ 201, *et seq.*, to restrain Defendant Vishav, Inc., d/b/a Mega Liquor & Smoke #13 (“Mega Liquor & Smoke”), and Defendant Bhola Singh (“Singh”) (collectively, “Defendants”), from retaliating against current and former employees in violation of Section 215(a)(3) of the FLSA. Following an investigation into Defendants’ pay practices by the Acting Secretary’s Wage and Hour Division (“WHD”), Defendants entered into a settlement agreement (“Agreement”) with WHD to pay back wages and liquidated damages to current and former employees they had not properly compensated under the FLSA. However, instead of paying their employees as agreed, Defendants threatened, intimidated, and coerced current and former employees into signing receipts of payment even though the employees either received only a portion of the back wages and

liquidated damages owed or nothing at all from the Defendants. The investigation covered the period November 9, 2020, through November 6, 2022. Unless stated otherwise, all allegations and conditions described herein pertain to the period November 9, 2020, through the present (“Covered Period”).

Accordingly, the Acting Secretary seeks from this Court an order enjoining Defendants and those acting on their behalf from violating the anti-retaliation provision of the FLSA, 29 U.S.C. § 215(a)(3), through any further intimidation, threats, coercion, termination, or other adverse action against employees as a result of their protected activity. The Acting Secretary also seeks (1) an Order requiring Defendants to pay the full settlement amount to WHD for distribution to Defendants’ current and former employees; and (2) punitive damages for Defendants’ retaliation against their employees.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to Section 217 of the FLSA. 29 U.S.C. § 217; 28 U.S.C. §§ 1331, 1345.

2. Venue is proper in the United States District Court for the Northern District of Indiana because a substantial part of the events giving rise to the claim occurred in this judicial district.

FACTUAL ALLEGATIONS

Parties

3. Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor is vested with the authority to file suit to restrain violations of

the FLSA and to recover back wages and liquidated damages, and is the proper plaintiff for this action.

4. Defendant Vishav, Inc., d/b/a Mega Liquor & Smoke #13, is an Indiana corporation with a principal address at 7106 Grape Road, Granger, Indiana 46530. This location is one of over 15 locations operating under the company named Vishav, Inc., and one of 61 stores located in the states of Indiana and Michigan named Mega Liquor & Smoke and owned and operated by Defendant Bhola Singh.

5. Mega Liquor & Smoke employed employees, including those who worked as cashiers.

6. Mega Liquor & Smoke set its employees' method and amount of pay, created policies for employee compensation, and maintained employment-related records.

7. Defendants set the hours worked by its employees, supervised employees' work, and had the power to hire and fire them.

8. Defendant Singh is co-owner of Mega Liquor & Smoke.

9. Singh actively managed and supervised Mega Liquor & Smoke's operations and employees. Among other things, Singh has hired and directed the work of employees, set pay rates, and managed human resource functions, administrative functions, time and payroll processing, and all merchandise decisions including ordering and receiving.

10. Singh has acted directly or indirectly in Mega Liquor & Smoke's interests with respect to its employees and is therefore an "employer" under the FLSA. 29 U.S.C. § 203(d).

11. Singh has threatened, intimidated, and coerced at least 13 current and former employees to sign receipts of payment without those employees ever having received payment under terms of the agreement Defendants entered with WHD. Singh's actions therefore affected the compensation that Defendants' employees received.

12. Singh resides in Granger, Indiana, within the jurisdiction of this Court.

13. The claims against Singh arise out of and are directly related to his business activities in Indiana.

The FLSA Applies to Defendants

14. Mega Liquor & Smoke is an "enterprise" under the FLSA due to its related activities performed through unified operation or common control and for a common business purpose. 29 U.S.C. § 203(r). Mega Liquor & Smoke is an "enterprise engaged in commerce" under the FLSA because it had (i) two or more employees who are engaged in or produced goods for commerce; and (ii) an annual gross volume of sales or business done greater than \$500,000 during the Investigation Period. 29 U.S.C. § 203(s)(1)(A).

15. In a settlement agreement dated September 29, 2023, between WHD and Defendants ("Agreement", attached hereto as Exhibit A), Defendants agreed

they were an enterprise under Section 203(s)(1)(A) of the FLSA and that the provisions of the FLSA applied to them.

The Acting Secretary's Investigation

16. In 2022, on behalf of the Acting Secretary, the WHD began an investigation into the wage and hour practices of Mega Liquor & Smoke and its owners, including Singh.

17. The investigation covered the period from November 9, 2020, through November 6, 2022 (the "Investigation Period").

18. In the course of the investigation, WHD determined Defendants had violated multiple provisions of the FLSA, including the minimum wage provisions of Section 206 and the overtime provisions of Section 207.

19. WHD determined Defendants owed certain employees back wages and liquidated damages for the Investigation Period.

20. On or about September 23, 2023, Defendants entered into the Agreement, pursuant to which they agreed to pay \$354,633.24 in back wages and liquidated damages that they owed to affected current and former employees by October 27, 2023.

21. At the time the Agreement was executed, Defendants represented to WHD they were currently in compliance with applicable provisions of the FLSA.

22. Defendants further agreed that they "and any of their agents or anyone acting on their behalf will not, directly or indirectly, solicit or accept the return or refusal of any sums paid or due under this Agreement."

23. In the Agreement, Defendants also agreed to waive all defenses based on the passage of time since the signing of the Agreement in the event they did not pay their employees as required by the Agreement and the Acting Secretary then chose to initiate legal action.

Defendants' Failure to Pay and Unlawful Retaliation

24. Beginning in September 2023, after Defendants agreed to pay affected employees the back wages and liquidated damages calculated in the Acting Secretary's investigation, Defendants threatened and intimidated current and former employees to convince them to sign receipts of payment without ever paying the employees the back wages and liquidated damages due, in violation of Section 215(a)(3) of the FLSA.

25. Beginning in approximately January 2024, Defendants sent Form WH58 ("WH58" or "the form"), which constitute receipts of payment, to current and former employees owed back wages and liquidated damages under the terms of the Agreement from the Investigation Period.

26. Defendants did not remit full payment—or, in some cases, any payment—to the current and former employees owed back wages and liquidated damages under the terms of the Agreement.

27. Defendants began intimidating, threatening, and coercing current and former employees to sign the forms, averring that they had been paid despite the employees never receiving full—or, in some cases, any—payments in accordance with the Agreement.

28. In many instances, Singh told workers they had to sign the WH58 without allowing them to read or review the form before signing.

29. Other times, Singh coerced workers into signing the forms by placing the form in front of the worker and repeatedly tapping the signature line while telling them to sign the form.

30. Based on their experience working for and with Singh, employees believed he would fire them if they did not sign the WH58s.

31. Singh told employees that although he could not fire employees for speaking to representatives from the Department of Labor, he could find another reason to fire them.

32. Singh also coerced other employees to solicit signatures from current and former employees on Defendants' behalf, asking them to inform those employees their signature would certify they were not due any additional money.

33. One employee who Singh instructed to collect signatures denied employees an opportunity to review the forms before signing, telling those workers she is owed money herself and will not accept payment, so everyone should sign their forms.

34. The same employee, acting on Defendants' behalf, instructed current employees not to speak to representatives from WHD.

35. Employees felt pressured to sign the forms.

36. Singh stated that although he could not fire employees for speaking to representatives from the Department of Labor, he could find another reason to fire them.

37. In some cases, Singh instructed employees to write checks to current employees who were owed back wages and/or liquidated damages but stated if the employee had signed a WH58 stating they had been paid—regardless of whether that attestation was true—they could not cash the check and either had to destroy the check or to return it to Defendants.

38. One employee intended to cash their check and keep their money, but assumed Singh would fire them for doing so.

39. Another employee requested back pay from Singh, but in response Singh yelled at and intimidated the employee, leaving the employee afraid to ask again for the money they are due.

COUNT ONE
(Violation of the Anti-Retaliation Provision of the FLSA, 29 U.S.C. § 215(a)(3))

40. The Acting Secretary incorporates by reference and realleges all foregoing allegations in this Complaint.

41. Section 215(a)(3) prohibits retaliation against employees and former employees because they assert their rights under the FLSA. The provision prohibits, among other things, “any person” from “discharg[ing] or in any other manner discriminat[ing] against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to

this chapter, or has testified or is about to testify in any such proceeding.” 29 U.S.C. § 215(a)(3).

42. Defendants have violated and continue to violate Section 215(a)(3) by coercing certain of their employees through threats and intimidation not to accept compensation to which the employees were entitled under the FLSA.

43. Defendants have violated and continue to violate Section 215(a)(3) by retaliating against and intimidating employees from engaging in the protected activity of communicating with or being about to communicate with the Acting Secretary in connection with the Acting Secretary’s investigation of Defendants under the FLSA.

44. As a result of Defendants’ retaliatory conduct described in paragraphs 29 through 35 above, a reasonable employee would be dissuaded from engaging in activities protected under the Act, such as asserting their right to receive proper compensation or cooperating with an investigation by the Acting Secretary into violations of the FLSA.

COUNT TWO
(Violations of Section 206 and 215(a)(2) of the FLSA – Failure to Pay Minimum Wage)

45. The Acting Secretary incorporates by reference and realleges all the foregoing allegations in this Complaint.

46. Defendants’ threats, intimidation, and coercive tactics have caused certain employees not to receive portions or all the compensation they are owed.

47. Thus, some employees have not received all the minimum wage compensation and/or liquidated damages they are owed from the Investigation Period.

48. Under Sections 206 and 215(a)(2) of the FLSA, Defendants are liable for minimum wage compensation and liquidated damages still owed to their employees for the Investigation Period.

49. Defendants' actions have been willful. As set forth above, Defendants have threatened, intimidated, and coerced employees in an effort not to pay them the compensation they are owed.

COUNT THREE
(Violations of Sections 207 and 215(a)(2) of the FLSA – Failure to Pay Overtime Wages)

50. The Acting Secretary incorporates by reference and realleges all foregoing allegations in this Complaint.

51. Defendants' threats, intimidation, and coercive tactics have caused some employees not to receive portions or all the compensation they are owed.

52. Thus, some employees have not received all the overtime compensation or liquidated damages that they are owed for the Investigation Period.

53. Under Sections 207 and 215(a)(2) of the FLSA, Defendants are liable for unpaid overtime compensation and liquidated damages still owed to their employees for the Investigation Period.

54. Defendants' actions have been willful. As set forth above, Defendants have threatened and coerced employees in an effort not to pay them the compensation they are owed.

PRAYER FOR RELIEF

WHEREFORE, cause having been shown, the Acting Secretary respectfully requests this Court enter judgment against Defendants and provide the following relief:

a. An order issued pursuant to Section 217 of the FLSA permanently enjoining and restraining Defendants, their officers, agents, servants, and employees, and those persons in active concert or participation with Defendants, from violating the provisions of Section 215(a)(3) of the FLSA, including by seeking to have any employee refuse or return any compensation that is due to them;

b. An order issued pursuant to Section 217 of the FLSA permanently enjoining and restraining Defendants, their officers, agents, servants, and employees, and those persons in active concert or participation with Defendants, from violating Sections 206, 207, and 215(a)(2) of the FLSA;

c. An order issued pursuant to Section 217 of the FLSA requiring Defendants to permit a representative of the Acting Secretary to notify all current and former employees who should have received back wages and liquidated damages pursuant to the settlement agreement that they have the right to receive and keep the back wages and liquidated damages due to them;

d. An order awarding damages to Defendants' current and former employees in the amounts of the back wages and liquidated damages Defendants did not pay out as a result of their retaliation in violation of Section 215(a)(3) of the FLSA, or in the alternative, an order issued pursuant to Section 217 of the FLSA permanently enjoining and restraining Defendants, their officers, agents, servers, and employees, and those persons in active concert or participation with Defendants, from withholding the payment of any back wages and liquidated damages due to Defendants' employees for the Investigation Period;

e. An order awarding punitive damages for Defendants' retaliation against certain current and former employees in violation of Section 215(a)(3);

f. An order awarding the Acting Secretary all costs of this action; and

g. An order awarding the Acting Secretary with any other relief the Court deems equitable and just.

Date: February 28, 2024

Respectfully Submitted,

SEEMA NANDA
Solicitor of Labor

U.S. Department of Labor
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*Counsel for Julie A. Su, Acting
Secretary of Labor, United States
Department of Labor, Plaintiff*

U.S. Department of Labor
Wage and Hour Division

Settlement Agreement in Lieu of Litigation

(with Summary of Unpaid Wages and Liquidated Damages)

The Wage and Hour Division of the U.S. Department of Labor has conducted an investigation of **Vishav, Inc.,; Inder, Inc., ; Vikrant, Inc.; 7 Day Express, Inc.; Singh, Inc.; 7 Days, Inc.; First Capitol Liquor, Inc.; Friendly Liquor, Inc.; Kamboj, Inc.; Linn Corp; Mega Smoke, Inc.; Mishawaka Smoke Incorporated; Ovid MKT, Inc.; Roop, Inc.; Turna, Inc.; Vishal, Inc.; VST, Inc.; Calah Management, Inc.; Mega Smoke and Pop, LLC; Mega Indiana, LLC; Mr. Charan Singh; Mr. Bhola Singh; Ramandip Kaur; Amandip Singh; Maninderpal Kaur; and Ranvir Singh (together the “Employer”)** under the Fair Labor Standards Act of 1938 (FLSA), hereafter referred to as “the Act”, covering the period set forth in Attachment A, Form WH-56, has found violations of the Act, and has computed back wages and liquidated damages owed to employees listed on Attachment A.

The Employer agrees that it is a covered enterprise under **section 203(s)(1)(A) of the FLSA** that the provisions of the Act apply to the Employer, including all of its branches. The Employer further states that it is currently in compliance with the applicable provisions of the Act as interpreted by the Secretary, and agrees that it will continue to comply in the future.

Mr. Charan Singh; Mr. Bhola Singh; Ramandip Kaur; Amandip Singh; Maninderpal Kaur; and Ranvir Singh agrees that they are an employer within the meaning of section 3(d) of the Fair Labor Standards Act.

WHD conducted investigations under Section 206, 207, 211, and 212 provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §201et seq., covering the period of 11/09/2020 through 11/06/2022, with respect to **1. Vishav, Inc.** with locations at 3508 Lincolnway East in Mishawaka, Indiana, 3622 Edison Rd in South Bend, Indiana, 7106 Grape Rd in Granger, Indiana, 1917 Elkhart Rd in Goshen, Indiana, 1108 E. Market St in Nappanee, Indiana, 2301 Mishawaka in South Bend, Indiana, 1703 E. State Road 14 in Rochester, Indiana, 50 E. 18th St in Rochester, Indiana, 1116 S. Main St in South Bend, Indiana, 1116 S. Main St. in South Bend, Indiana, 502 E. Colfax Ave. in South Bend, Indiana, 902 Mayflower Rd in South Bend, Indiana, 4505 Ameritech Dr. in South Bend, Indiana, 65889 State Road 19 in Wakarusa, Indiana, 1740 Lincolnway East in South Bend, Indiana, and 17963 Cleveland Rd. in South Bend, Indiana; **2. Vishal, Inc.** with locations at 9714 Red Arrow Highway in Bridgman, Michigan, 1009 Huntly Rd in Niles, Michigan, 901 Spruce St in Dowagiac, Michigan, 1911 S. 11th St in Niles, Michigan, 1129 Stateline Rd in Niles, Michigan, 52990 M-40 in Marcellus, Michigan, 4031 M-139 in St. Joseph, Michigan, 83269 M-40 in Lawton, Michigan, 16976 Marcellus Highway in Marcellus, Michigan; **3. Inder, Inc.** with locations at 405 S. Wabash St in Wabash Indiana, 1236 W. Market St in Logansport Indiana, 3800 E. Market St in Logansport Indiana, 509 North St. in Logansport Indiana, 1700 E. Broadway St in Logansport Indiana, 598 N. Cass St. in Wabash, Indiana, 307 W. Main St in Peru Indiana, 1604 Allison Lane in Jeffersonville Indiana, and 313 E. Lewis & Clark Parkway in Clarksville, Indiana; **4. Roop, Inc.** located at 602 N. Front St in

Dowagiac Michigan; **5. Singh, Inc.** located at 1702 Broadway St in Niles, Michigan; **6. Vikrant, Inc.** located at 3626 Jefferson Rd in South Bend, Indiana; **7. 7 Day Express, Inc.** located at 1206 N. Front St. in Niles, Michigan; **8. 7 Days Inc.** with locations at 33974 US 12 E. in Niles, Michigan and 107 W. Railroad Street in Dowagiac, Michigan; **9. Turna, Inc.** located at 303 N. 5th St. in Niles, Michigan; **10. Ovid MKT, Inc.** located at 9800 E. M-21 in Ovid, Michigan; **11. Calah Management LLC** located at 1703 Charlestown New Albany Pike in Jeffersonville, Indiana; **12. Mega Indiana LLC** with locations at 7906 Madison Avenue in Indianapolis, Indiana, 3601 Shelby St. in Indianapolis, Indiana, 5975 Cambridge Way in Plainfield, Indiana, and 6089 US-40 in Stilesville, Indiana; **13. First Capitol Liquor, Inc.** with locations at 1361 Old Highway 135 NE in Corydon, Indiana, 112 Beaver St. in Corydon, Indiana, and 7426 Main St. in Lanesville, Indiana; **14. Linn Corporation** located at 322 W. Marion St. in South Bend, Indiana; **15. Mega Smoke and Pop, LLC** located at 50510 IN State Road 933 in South Bend, Indiana; **16. VST, Inc.** with locations at 16376 Branchwood LN in Granger, Indiana and 107 N. Washington St. in Crawfordsville, Indiana; **17. Mishawaka Smoke, Inc.** located at 2407 Mishawaka Avenue in South Bend, Indiana; **18. Friendly Liquor, Inc.** with locations at 11945 Adams Rd in Granger, Indiana, and 109 E. Washington St. in Millersburg, Indiana; **19. Kamboj, Inc.** located at 702 Broadway in Niles, Michigan; and **20. Mega Smoke, Inc.** located at 30 E. 18th in Rochester, Indiana. As a result of its investigation, WHD found violations of the Section 207 and 211 provisions of the Act and computed unpaid back wages and liquidated damages.

The Secretary of Labor (“the Secretary”) by their authorized representative, and the Employer, by its authorized representative, agree that in lieu of litigation brought by the Secretary under the Act, the Employer shall pay back wages and liquidated damages owed to the employees before the payment date set forth in the Summary of Unpaid Wages and Liquidated Damages, Attachment A:

1. The Employer shall pay directly to employees the back wage amounts due (less legal payroll deductions) and a separate payment/check for liquidated damages (no legal payroll deductions should be made) on or before the payment date and deliver to the Secretary’s representative proof of payment by **10/27/2023**.

Should the employer(s) fail to pay the amounts on or before the dates set forth hereinabove, the entire amount of the balance of unpaid compensation and liquidated damages with accrued interest shall become immediately due and payable, without further notice, by the employer to the WHD.

The employer agrees to provide the Secretary's representative with a listing of all unlocated employees with their full name, their last known address, last known email-address, social security number (if possible), and their gross and net amounts due as soon as the employer determines that they are unable to locate an employee due back wages.

In the event that any employees cannot be located, or refuse to accept the back wages, the employer agrees to cover the total net due to all employees by either delivering to the Secretary’s representative a cashier's or certified check, payable to "Wage and Hour Division - Labor" or by

digital wallet by going to <https://www.pay.gov/public/form/start/77692637>. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.

The employers agree that the amounts set out in this settlement agreement constitute a debt owed to the United States Government. The Debt Collection Improvement Act of 1996 (Public Law 104-134) provides that any non-tax debt or claim owed to the U.S. Government that is 180 days delinquent, with certain exceptions, will be referred to the U.S. Department of Treasury for collection. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996 and other delinquent charges and administrative costs shall also be assessed. In the event of default, the Department may file a lawsuit under Section 216(c) or 217 of the FLSA for the unpaid compensation and any liquidated damages due or pursue additional collection action, including but not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the U.S. Department of Justice. Any rights to challenge or contest the validity of this settlement agreement are hereby waived."

In the event the Secretary initiates legal action pursuant to sections 216(c), 216(e) and/or 217 of the Fair Labor Standards Act (FLSA), the employer agrees to waive any and all defenses based upon the passage of time since the date of signing this Agreement (or, if earlier, the earliest operative date for any pending waiver), including, but not limited, to the statute of limitations set forth at section 6 of the Portal-to-Portal Act of 1947, 29 U.S.C. § 255, in connection with the alleged violations discovered during the investigation identified hereinabove. The employer further agrees that this Agreement (or any copy or facsimile thereof) may be introduced as evidence of such tolling in any action brought by the Secretary pursuant to sections 216(b), 216(c), 216(e), and/ or 217 of the FLSA.

By entering into this agreement, the Secretary does not waive their right to assess civil money penalties for this investigation, to conduct future investigations under the Act, and to take any and all appropriate enforcement action, including any action to seek back wages and liquidated damages and civil money penalties, with respect to any violations disclosed by such investigations.

The Employer will not, contrary to Section 15(a)(3) of the Fair Labor Standards Act discriminate against or discharge any employee for participating in any proceeding or asserting any rights guaranteed to such employee under the FLSA, including such employee's right to proper payment under the Act. The Employer and any of its agents or anyone acting on its behalf will not, directly or indirectly, solicit or accept the return or refusal of any sums paid or due under this Agreement.

Any rights to challenge or contest the validity of this Agreement are hereby waived. This agreement does not affect any legal right of any individual not named in Attachment A, or any individual named for any period outside the period covered by Attachment A.

EXHIBIT A

Agreed to this 29th day of September, 2023

For the Secretary

Vishav, Inc.,; Inder, Inc., ; Vikrant, Inc.;
7 Day Express, Inc.; Singh, Inc.; 7 Days,
Inc.; First Capitol Liquor, Inc.; Friendly
Liquor, Inc.; Kamboj, Inc.; Linn Corp;
Mega Smoke, Inc.; Mishawaka Smoke
Incorporated; Ovid MKT, Inc.; Roop,
Inc.; Turna, Inc.; Vishal, Inc.; VST, Inc.;
Calah Management, Inc.; Mega Smoke
and Pop, LLC; and Mega Indiana, LLC
By its officer(s)

Bhola Singh

AARON
LOOMIS

Digitally signed by AARON
LOOMIS
Date: 2023.09.29 16:02:54
-04'00'

Aaron Loomis

Bhola Singh

Title: District Director

Title(s): OWNERS

Dated: 9/29/2023

Dated: 9/29/23

Charan Singh

Title(s): _____

Dated: _____

Enclosures:

Attachment A — Summary of Unpaid Wages and Liquidated Damages (WH-56)

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.

I. (a) PLAINTIFFS DEFENDANTS
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT TORTS FORFEITURE/PENALTY LABOR IMMIGRATION BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS OTHER STATUTES REAL PROPERTY CIVIL RIGHTS PRISONER PETITIONS

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 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

USDC IN/ND case 3:24-cv-00186-DRL-MGG document 1-2 filed 02/28/24 page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the 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. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – 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.

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:

Civil Action No. _____

PROOF OF SERVICE

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

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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: