

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

UNITED STATES DISTRICT COURT

for the

Central District of California

RECEIVED

FEB 27 2018

LA VERNE CITY HALL
ADMINISTRATION

ANDREW GLAZE, see attached

Plaintiff(s)

v.

CITY OF LA VERNE

Defendant(s)

Civil Action No. 5:18-cv-00352-PA-SHK

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CITY OF LA VERNE
3660 D Street
La Verne CA 91750

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:

Dieter C. Dammeier, SBN 188759
DammeierLaw@gmail.com
DAMMEIER LAW FIRM
9431 Haven Avenue, Suite 232
Rancho Cucamonga, CA 91730
Telephone: (909) 240-9525

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: 2/26/18

[Signature]

Signature of Clerk or Deputy Clerk



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LA VERNE CITY HALL
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Telephone: (909) 240-9525
Facsimile: (909) 912-1901

Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANDREW GLAZE, DANNY
MONTOKA, LEONARD KILMAN,
ADRIAN VILLARREAL, TODD
HAROUTUNIAN, KEVIN M.
WILTON, TIM MARINO, JAMES
WILFONG, CORY THOMPSON,
SAMUEL DOMINICK, VLADIMIR
TRUBIN, STEPHEN QUEZADA,
DAVID BONANNO, MICHAEL
BENTZ, DAVID GARCIA, JOE
MANCINO, LARRY CAMPBELL,
JOHN GRAPENTIN, JOHN
CONNOLLY, KEVIN GREENWAY
FRANK HERNANDEZ, STEPHEN
PAIGE and ANDRE FLORES,

Plaintiffs,

vs.

CITY OF LA VERNE,

Defendant.

Case No.: 5:18-cv-00352

**FLSA COMPLAINT – 29 U.S.C. §§
201 et seq.**

FLSA COMPLAINT

I.

JURISDICTION

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as the controversy arises under “the Constitution, laws or treatises of the United States.” Specifically, the claim rises under the Fair Labor Standard Act of 1938, 29 U.S.C. §§ 201 et seq. (“FLSA”), for which the Federal Courts have jurisdiction to enforce pursuant to 29 U.S.C. § 216.

II.

VENUE

2. Venue is proper in the Central District of California pursuant to 28 U.S.C. §1391(b) because the acts, events, or omissions given rise to the claim occurred in the Central District.

III.

PARTIES

3. Plaintiffs are United States citizens and employed during the 36 months preceding the filing of this Complaint, as firefighters with the Defendant City of La Verne.

4. Defendant, CITY OF LA VERNE (“Defendant”), is and at all relevant times was, the employer of Plaintiffs. Defendant is a political subdivision of the State of California. Defendant is an employer whose employees are engaged in commerce within the meaning of 29 U.S.C. §207(a) and as defined in 29 U.S.C. §§203(d) and 203(e)(2)(c).

IV.

FACTS

5. Plaintiffs are currently employed, or were employed between February

1 18, 2015 and February 18, 2018 (“applicable period”), as firefighters with the
2 Defendant City of La Verne.

3 *Unpaid Overtime Hours*

4 5. Plaintiffs ANDREW GLAZE, DANNY MONTOYA, TODD
5 HAROUTUNIAN, KEVIN M. WILTON, VLADIMIR TRUBIN, LARRY
6 CAMPBELL, JOHN GRAPENTIN, JOHN CONNOLLY, KEVIN GREENWAY
7 and STEPHEN PAIGE have worked, during the applicable period, beyond their
8 regular work hours for the benefit of City without compensation.

9 6. This Count arises from Defendants’ violation of the FLSA for
10 Defendants’ failure to pay the identified Plaintiffs one and a half times their regular
11 rate of pay for all overtime time worked.

12 7. For its firefighters, the City has designated a 24 day work period to
13 take advantage of the FLSA exemption for firefighters. Utilizing this employer
14 friendly exemption, Defendant does not need to pay overtime above 40 hours a
15 week but instead, needs to pay overtime only when a firefighter works more than
16 182 hours in a 24 day work period.

17 8. Defendant City, through its management, directed Plaintiffs
18 ANDREW GLAZE, DANNY MONTOYA, TODD HAROUTUNIAN, KEVIN M.
19 WILTON, VLADIMIR TRUBIN, LARRY CAMPBELL, JOHN GRAPENTIN,
20 JOHN CONNOLLY, KEVIN GREENWAY and STEPHEN PAIGE to work, and
21 these Plaintiffs did work, in excess of 182 hours in individual work periods in the
22 applicable period (three (3) years prior to Plaintiffs filing this lawsuit). For
23 example, the following plaintiffs worked the following uncompensated overtime
24 hours approximately;

25	ANDREW GLAZE – Committees	11 hours
26	DANNY MONTOYA – Staff Meetings & Committees	250 hours
27	TODD HAROUTUNIAN – Staff Meetings	28 hours
28	KEVIN M. WILTON – Staff Meetings & Holiday Work	28 hours

1 VLADIMIR TRUBIN – Equip. Design & Committees 300 hours

2 LARRY CAMPBELL – Training 20 hours

3 JOHN GRAPENTIN – Apparatus Committee 120 hours

4 JOHN CONNOLLY – Interviews, Payroll, Committees 108 hours

5 KEVIN GREENWAY – Staff Meetings 12 hours

6 STEPHEN PAIGE – Explorer Meetings 100 hours

7 9. Plaintiffs were not exempt from the overtime provisions of the FLSA.

8 10. Plaintiffs were entitled to be paid overtime wages for all time worked
9 in excess of 182 hours in a 24 day work period.

10 11. Defendant did not pay Plaintiffs overtime wages for all time worked
11 in excess of 182 hours in a 24 day work periods.

12 12. Defendant's failure to pay Plaintiffs overtime wages for all time
13 worked in excess of 182 hours in a 24 day work period was a violation of the
14 FLSA.

15 *"Shift" Employees Holiday in Lieu Pay*

16 13. The City of La Verne and the bargaining unit representing the City's
17 firefighters, including the Plaintiffs, have entered into agreements set forth in
18 Memorandum of Understandings ("MOU's"), which requires "shift" employees to
19 be paid Holiday in Lieu Pay over the course of the year as added cash to the "shift"
20 employee's paycheck.

21 14. Under the current agreement between the City and Plaintiffs, "shift"
22 employees are entitled to receive Holiday in Lieu Pay in an amount equal to 120
23 hours of regular pay for the year, paid at 10 hours of pay per month.

24 15. Defendant is obligated to follow the terms of the MOU's. (29 C.F.R.
25 §778.102).

26 16. Training materials provided to Defendant City, occurring before 2015
27 and ongoing, in regard to FLSA Compliance, recommended that City include the
28 Holiday in Lieu Pay in determining the regular rate of pay for overtime purposes.

1
2 17. However, Defendant has failed to apply the cash payments for
3 Holiday in Lieu Pay to Plaintiffs "regular rate" of pay. Pursuant to 29 U.S.C.
4 Section 207(e), the "regular rate" must include all remuneration received by an
5 employee unless it is explicitly excluded.

6 18. Defendant knew or should have known of their obligation to include
7 the Holiday in Lieu Pay to Plaintiffs in their regular rate of pay but nevertheless
8 failed to do so. Thus, Defendant failed to pay Plaintiffs for overtime compensation
9 at one and one half times their regular rate of pay.

10 19. Defendant acted voluntarily and deliberately in maintaining an
11 intentional practice of failing to compensate Plaintiffs in accordance with the
12 FLSA.

13 20. Plaintiffs have no administrative remedies to exhaust, and in this
14 matter are not required to.

15
16 **V.**

17 **CLAIM FOR RELIEF**

18 21. As a direct and proximate result of their failure and refusal to pay
19 such compensation, Defendant has violated Title 29 U.S.C. §207, et seq.

20 22. As a direct and proximate result of Defendant's conduct, Plaintiffs
21 have been damaged in an amount according to proof at trial including, but not
22 limited to, a sum equivalent to the unpaid overtime compensation as required by 29
23 U.S.C. §216(b) and such other and further damages as may be shown at the time of
24 trial.

25 23. Plaintiffs are also entitled to liquidated damages in a sum equal to the
26 amount of the unpaid compensation due and owing pursuant to 29 U.S.C. §216(d).

27 24. Plaintiffs are also entitled to recovery of reasonable attorney fees and
28 costs in pursuit of this action pursuant to 29 U.S.C. §216(b).

1 25. Doing all things described and alleged, Defendant has deprived, and
2 continues to deprive Plaintiffs of their rights, privileges and immunities which
3 were clearly established at the time the Defendant acted herein and the Defendant
4 knew or should have known that its conduct would violate these rights, privileges
5 and immunities. The Defendant acted with the intent to deprive Plaintiffs of their
6 rights, privileges, and immunities by purposely and intentionally refusing and
7 failing to pay or compensate Plaintiffs for hours they provided.
8

9 **WHEREFORE**, Plaintiffs pray for Judgment as follows:

10 26. All actual, consequential, liquidated and incidental losses and
11 damages, according to proof;

12 27. Such other damages as may be allowed in accordance with the Federal
13 Rules of Civil Procedure, Rule 54(c), and 29 U.S.C. §216 according to proof at
14 trial;

15 28. Attorney fees pursuant to 29 U.S.C. §216 and costs pursuant to Rule
16 54(d) of the Federal Rules of Civil Procedure;

17 29. Any and all other relief, including equitable relief, as the Court may
18 deem just and proper.

19 Respectfully submitted,
20

21 Date: February 18, 2018

DAMMEIER LAW FIRM

22
23 /s/ Dieter C Dammeier

24 Dieter C. Dammeier

25 Attorneys for Plaintiffs
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to:

District Judge **Percy Anderson**
Magistrate Judge **Shashi H. Kewalramani**

The case number on all documents filed with the Court should read as follows:

5:18-cv-00352 PA (SHKx)

Most district judges in the Central District of California refer all discovery-related motions to the assigned magistrate judge pursuant to General Order No. 05-07. If this case has been assigned to Judge Manuel L. Real, discovery-related motions should generally be noticed for hearing before the assigned district judge. Otherwise, discovery-related motions should generally be noticed for hearing before the assigned magistrate judge. Please refer to the assigned judges' Procedures and Schedules, available on the Court's website at www.cacd.uscourts.gov/judges-requirements, for additional information.

Clerk, U.S. District Court

February 21, 2018
Date

By /s/ Jeannine Tillman
Deputy Clerk

ATTENTION

The party that filed the case-initiating document in this case (for example, the complaint or the notice of removal) must serve a copy of this Notice on all parties served with the case-initiating document. In addition, if the case-initiating document in this case was electronically filed, the party that filed it must, upon receipt of this Notice, promptly deliver mandatory chambers copies of all previously filed documents to the newly assigned-district judge. See L.R. 5-4.5. A copy of this Notice should be attached to the first page of the mandatory chambers copy of the case-initiating document.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANDREW GLAZE, et al.

Plaintiff(s)

v.

CITY OF LA VERNE

Defendant(s).

CASE NUMBER:

5:18-cv-00352-PA-SHK

**NOTICE TO PARTIES OF
COURT-DIRECTED ADR PROGRAM**

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. *See* Civil L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. *See* Civil L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. *See* General Order No. 11-10, §5. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under "ADR."

Pursuant to Civil L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties *before* the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. *See* Civil L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Clerk, U.S. District Court

February 21, 2018
Date

By /s/ Jeannine Tillman
Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)**
Counsel are required to furnish and discuss this Notice with their clients.

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years of legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come prepared to discuss the parties' choice of ADR option (settlement conference before a magistrate judge; Court Mediation Panel; private mediation) at the initial scheduling conference. Counsel are also required to indicate the client's choice of ADR option in advance of that conference. *See* Civil L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

With more than 15,000 civil cases filed in the District in 2012, less than 1 percent actually went to trial. Most cases are settled between the parties; voluntarily dismissed; resolved through Court-directed or other forms of ADR; or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."