

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

MATTHEW DONAHUE,

Plaintiff,

v.

CIVIL ACTION NO. 21 CV 765
JURY TRIAL DEMANDED

VILLAGE OF ELM GROVE,
VILLAGE MANAGER DAVID DEANGELIS,

VILLAGE OF ELM GROVE FIRE DEPARTMENT,
INTERIM FIRE CHIEF DAVID KASTENHOLZ,
DEPUTY CHIEF BRUCE RATAY,
BATTALION CHIEF BRIAN NAYLOR,

ELM GROVE POLICE AND FIRE COMMISSION,
COMMISSIONER BOB HAUGH,
COMMISSIONER DAVID MOLTER,
COMMISSIONER ALLAN KASPRZAK, and
COMMISSIONER GUS MOULAS,

Defendants.

COMPLAINT

NOW COME the Plaintiff, Matthew Donahue (“Donahue”), by and through his attorneys, McDonald & Kloth, LLC, and as and for his Complaint against the Defendants, Village of Elm Grove (the “Village”), Village Manager David DeAngelis (“DeAngelis”), Village of Elm Grove Fire Department (the “Fire Department”), Interim Fire Chief David Kastenholtz (“Kastenholtz”), Deputy Chief Bruce Ratay (“Ratay”), Battalion Chief Brian Naylor (“Naylor”), Elm Grove Police and Fire Commission (the “Commission”), Commissioner David Molter (“Molter”), Commissioner Allan Kasprzak (“Kasprzak”), and Commissioner Gus Moulas (“Moulas”) allege as follows:

NATURE OF ACTION

1. This action arises under 42 U.S.C. § 1983 and the First Amendment to the United States Constitution, Wisconsin Statute § 230.90, and the common law of the State of Wisconsin. Plaintiff asserts that Defendants subjected him to disciplinary action and termination in retaliation for exercising his constitutional right to the freedom of speech. Plaintiff further asserts that Defendants engaged in abuse of process and malicious prosecution. Plaintiff seeks reinstatement, lost pay, lost benefits, consequential damages, compensatory damages, punitive damages, litigation costs, and attorney's fees.

PARTIES

2. Plaintiff Matthew Donahue is an adult resident of the State of Washington with a residence located at 14160 Ridgewood Road, Brookfield, Wisconsin 53005.

3. Defendant Village of Elm Grove is a municipal corporation organized under the laws of the State of Wisconsin with a principal place of business located at 13600 Juneau Blvd., Elm Grove, Wisconsin 53122.

4. Defendant David DeAngelis is and was at all times material to this cause of action an adult resident of the State of Wisconsin and the Village Manager for the Village of Elm Grove.

5. Defendant Village of Elm Grove Fire Department is a volunteer fire department organized under the laws of the State of Wisconsin with a principal place of business located at 13600 Juneau Blvd., Elm Grove, Wisconsin 53122.

6. Defendant Interim Fire Chief David Kastenholz is and was at all times material to this cause of action an adult resident of the State of Wisconsin and an employee of the Village of Elm Grove Fire Department.

7. Defendant Deputy Chief Bruce Ratay is and was at all times material to this cause of action an adult resident of the State of Wisconsin and an employee of the Village of Elm Grove Fire Department.

8. Defendant Battalion Chief Brian Naylor is and was at all times material to this cause of action an adult resident of the State of Wisconsin and an employee of the Village of Elm Grove Fire Department.

9. Defendant Elm Grove Police & Fire Commission is a board of commissioners organized under the laws of the State of Wisconsin with a principal place of business located at 13600 Juneau Blvd., Elm Grove, Wisconsin 53122.

10. Commissioner Bob Haugh is and was at all times material to this cause of action an adult resident of the State of Wisconsin and a commissioner on the Elm Grove Police and Fire Commission.

11. Commissioner David Molter is and was at all times material to this cause of action an adult resident of the State of Wisconsin and a commissioner on the Elm Grove Police and Fire Commission.

12. Commissioner Allan Kasprzak is and was at all times material to this cause of action an adult resident of the State of Wisconsin and a commissioner on the Elm Grove Police and Fire Commission.

13. Commissioner Gus Moulas is and was at all times material to this cause of action an adult resident of the State of Wisconsin and a commissioner on the Elm Grove Police and Fire Commission.

JURISDICTION AND VENUE

14. This court has subject matter jurisdiction under 28 U.S.C. § 1331 as to Donahue's First Amendment Retaliation claim because this claim arises under the Constitution of the United States.

15. This court has supplemental jurisdiction over all other claims pursuant to 28 U.S.C. § 1367 because all other claims arise in and are so related that they form part of the same case or controversy as the aforementioned claims.

16. The Eastern District of Wisconsin has personal jurisdiction over Defendants because Defendants' principal places of business are located within the District and Defendants perform substantial business within the District.

17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because all events giving rise to this action occurred within this District.

FACTUAL ALLEGATIONS

18. Donahue was employed as a Volunteer Firefighter by the Village of Elm Grove Fire Department from March 4, 2014 through August 31, 2020.

19. On March 6, 2019, one Elm Grove Police Department ("EGPD") officer and one Brookfield police officer arrived at Donahue's residence to question him about a complaint EGPD had received from Father Peter Berger ("Berger") of St. Mary's Church.

20. Donahue was a member of St. Mary's Church and recently had been married at the Church by Berger. Donahue and Berger had exchanged email correspondence prior to and on March 6, 2019 regarding a personal issue between the Church and Donahue. Berger contacted EGPD following the email exchange which resulted in the EGPD and Brookfield officers visiting Donahue on March 6, 2019.

21. EGPD Officer Jamie Hawkins ("Officer Hawkins") led the discussion at Donahue's home on March 6, 2019.

22. Officer Hawkins was rude, unprofessional, and did not explain why he was questioning Donahue. Officer Hawkins also lied to Donahue and made unsupported accusations against Donahue.

23. Despite Officer Hawkins's unprofessional conduct, Donahue answered the officer's questions.

24. Officer Hawkins asked Donahue to have no contact with the Church, and Donahue asked Officer Hawkins to convey the same no-contact order to the Church. Although Officer Hawkins indicated that he would issue the same no-contact order to the Church, Donahue later learned that this never occurred.

25. Donahue was not issued a citation or charged with any wrongdoing in connection with this meeting.

26. After the officers left Donahue's home, Donahue noticed that he had missed one or more calls from EGPD Officer Jason Hennan ("Officer Hennan").

27. Donahue returned Officer Hennan's call to lodge an internal complaint against Officer Hawkins but the call went unanswered.

28. Donahue connected with Officer Hennan the following day, March 7, 2019, and was able to discuss the March 6, 2019 issue with Officer Hennan. Donahue expressed his frustrations and concerns with the manner in which Officer Hawkins had conducted himself the previous day.

29. Officer Hennan asked Donahue how Donahue would like to “resolve” the situation to which Donahue indicated that an apology would suffice.

30. Officer Hennan became upset and said “that’s not how this conversation is going to go” or words to that effect.

31. Officer Hennan stated that he was “just going to cite [Donahue]” or words to that effect.

32. Donahue indicated that Officer Hennan could leave the citation in his fire locker to which Officer Hennan responded that he would “grab” Donahue from a fire meeting to issue the citation.

33. Chief James Gage of the EGPD later told Donahue that Donahue would be arrested for the citation.

34. Officer Preston Noble (“Officer Noble”) later delivered the citation to Donahue. The citation was dated March 5, 2019, signed by Officer R. Unger.

35. On March 26, 2019, Donahue and his wife went to the EGPD to file a formal complaint against Berger and the Church because the Church continued to withdraw money from Donahue’s personal bank account without authorization and was in violation of the no-contact order that Officer Hawkins allegedly had issued to the Church.

36. Officer Preston Noble indicated that he would take the complaint but refused to allow Donahue's wife, a co-complainant and witness to the matter complained of, to meet with Donahue and Officer Noble to make the complaint.

37. Donahue asked if there was a law against two people making a complaint to which Officer Noble said "yes."

38. Donahue indicated that he wanted to make it clear that he wanted his wife to join him in making the complaint. Officer Noble replied, "noted," and proceeded to take Donahue into another room while making Donahue's wife sit in the foyer.

39. Donahue later contacted the EGPD to inquire as to the status of the complaint against Berger and spoke with Chief Gage. Chief Gage refused to question Berger about Donahue's complaint and refused to tell the Church to cease deducting money from Donahue's personal bank account without authorization.

40. Donahue later learned that Chief Gage directed the investigator assigned to Donahue's complaint to not investigate the complaint.

41. Donahue was blindsided and shocked by the EGPD's unethical, unprofessional, and unlawful conduct and decided to file a formal Statement of Charges with the Commission against the officers to bring attention to the glaring problem.

42. Donahue's Statement of Charges set forth in detail the legal, professional, regulatory, and ethical issues exhibited by Chief Gage and Officers Hawkins, Hennen, and Noble.

43. The Statement of Charges included the officers' inappropriate conduct described in paragraphs 19 – 40, above.

44. The Commission sent Donahue a letter on Village letterhead confirming its receipt of the Statement of Charges. The Commission took no action in response to the charges and told Donahue that the Commission could not investigate the matter. The Commission directed Donahue to file the charges with the Village Board of Trustees if he wanted an investigation of the charges.

45. In accordance with the Commission's direction, Donahue filed the same complaints with the Village of Elm Grove Board of Trustees (the "Board"), on January 16, 2020.

46. Village Manager DeAngelis issued a memo dated January 20, 2020 to the Board advising the Board of Donahue's complaint. DeAngelis memo confirmed that the complaint fell within the auspices of the Chief of Police and DeAngelis, the Chief's direct administrative superior.

47. DeAngelis's memo advised against investigating Donahue's complaints, made several false accusations against Donahue, and misrepresented facts concerning Donahue's underlying complaints.

48. DeAngelis's memo concluded with an instruction to the Fire Department to open an investigation into Donahue.

49. On February 21, 2020, William Selzer ("Selzer"), Fire Chief for the Elm Grove Fire Department, placed Donahue on paid administrative leave pending the Fire Department's investigation "involving [Donahue's] conduct relating to several matters including disturbances you have been involved in and your interactions involving your fellow Village public safety professionals."

50. Selzer “ordered [Donahue] not to enter the Fire Department premises or any non-public areas of the Village without permission from [Selzer] or Village Manager Dave De Angelis...[and] ordered to not engage in attending any trainings, meetings, or calls without permission from [Selzer].”

51. Selzer and Donahue exchanged several email communications to schedule a time for the Fire Department to obtain information from Donahue for the Department’s investigation. The primary scheduling problem was that the COVID-19 Pandemic had just surfaced in the United States and a Safer at Home Order was instituted in Wisconsin.

52. Donahue requested to provide information by email or other remote means because of the global pandemic and the fact that he, his wife, and young child fell into several very high-risk categories. Donahue also requested documentation from the Fire Department to assist in the investigation including, but not limited to, “all complaints against members of the fire department during your tenure as chief and your report on them.”

53. Despite Donahue’s request to conduct the interview remotely for safety concerns, Selzer continued to demand an in-person interview under threat of disciplinary action and termination.

54. On May 17, 2020, for the first time since opening an investigation into Donahue, the Fire Department confirmed that the “focus” of the investigation was on the “charges and complaints [Donahue] filed against members of the Police Department.”

55. Selzer’s May 17th email also informed Donahue that instead of the interview being conducted by a single Department employee (which was the customary

procedure), Donahue's in-person interview would be conducted by Selzer, Assistant Chief Kastenholz, Deputy Chief Ratay, and Battalion Chief Naylor. Selzer also notified Donahue that he had requested "Village Attorney Kyle Gulya" to attend the interview and that the interview would be videotaped.

56. Donahue responded to Selzer agreeing to answer questions by email, agreeing to answer questions by telephone, and agreeing to a mediation to further flesh out any questions the Fire Department had regarding his complaints against the officers.

57. Donahue further confirmed that if the Department refused those options, he would appeal the Department having placed him on administrative leave and subjecting him to restrictions. Donahue explained, "In that case, no interview is required and per Fire Commission Rules and Regulations you must either file charges, in a timely manner, or release me from the leave and any other restrictions you have placed on me."

58. Selzer responded by email denying all of Donahue's proposed means of conducting the interview. Selzer again demanded an in-person interview conducted by all the chiefs (rather than by one chief, as was the normal procedure).

59. Donahue responded on the same day indicating that he had filed his appeal of the Department's decision to place him on administrative leave.

60. Donahue's appeal was rejected.

61. Donahue sent an email to Chief Kastenholz the following day indicating that he's still available to conduct the interview and still waiting for the Department to produce information to assist with the investigation.

62. On June 26, 2020, the Fire Department filed its Statement of Charges against Donahue with the Commission. The Fire Department had not interviewed Donahue prior to filing charges.

63. Donahue communicated to the Commission that he had experienced “inappropriate and unprofessional actions” by the law firms representing the Village and Commission. Donahue also requested a telephonic hearing to discuss administrative matters. Donahue’s request was denied.

64. The Commission proceeded with the Hearing on the Village’s Statement of Charges against Donahue on August 14, 2020. Donahue was not present for the hearing because he had not received notice of the hearing.

65. The Commission issued a Decision and Order on the Disciplinary Charges against Donahue on or about August 26, 2020. The Commission determined there was “just cause” to terminate Donahue’s employment with the Fire Department under Wis. Stat. § 62.13(5)(e) and (em).

66. The Fire Department sent Donahue a letter dated August 26, 2020 advising him that the Commission had conducted a hearing on the disciplinary charges brought against him on August 14, 2020 and terminated his employment as of August 14, 2020.

67. Donahue appealed the Commission’s decision to the State of Wisconsin Circuit Court, Waukesha County, on September 4, 2020, Circuit Court Case No. 2020CV001258. Donahue’s appeal involved Wisconsin Statute § 62.13(5)(j). The Court later amended the case to include a petition for review by certiorari.

68. Donahue served the Defendants with a Notice of Claim pursuant to Wis. Stat. §§ 893.80 and 893.82 on December 10, 2020.

69. Donahue received a notice of denial of claim from the Defendants, dated February 22, 2021.

LEGAL CLAIMS

COUNT I

FIRST AMENDMENT RETALIATION

70. Donahue incorporates paragraphs 1 through 69 as if fully set forth herein.

71. Donahue's complaints against the EGPD Officers regarding their unethical, unprofessional, and unlawful conduct in the performance of their official police duties were expressions of public interest and concern, and thus protected by the First Amendment to the Constitution of the United States of America.

72. The actions of the Village, DeAngelis, Fire Department, Interim Chief Kastenholz, Deputy Chief Ratay, Battalion Chief Naylor, the Commission, Commissioner Haugh, Commissioner Molter, Commissioner Kasprzak, and Commissioner Moulas were designed to punish and/or retaliate against Donahue for having expressed his complaints, opinions, and concerns in violation of the First Amendment.

73. The actions of the Defendants had the effect of chilling the rights of free speech belonging to employees such as Donahue.

74. If not checked, the Defendants' conduct would serve to prevent and preclude others from questioning and/or complaining about misconduct by police officers.

75. Donahue has incurred substantial damages as a direct result of the Defendants' unlawful conduct.

COUNT II

VIOLATION OF WISCONSIN STATUTE § 230.90

76. Donahue incorporates paragraphs 1 through 69 as if fully set forth herein.

77. Donahue complained to the Village, Commission, and Fire Department about mismanagement or abuse of authority by the EGPD officers.

78. The Village, Commission, and Fire Department disciplined and terminated Donahue because he exercised his rights under the First Amendment to the Constitution of the United States and/or Article I, Section 3 of the Wisconsin Constitution.

79. Donahue has incurred substantial damages as a result of the Defendants' violation of Wis. Stat. § 230.90.

COUNT III

ABUSE OF PROCESS

80. Donahue incorporates paragraphs 1 through 69 as if fully set forth herein.

81. The Village used legal process against Donahue to obtain a collateral advantage associated with Donahue's complaints against the EGPD Officers.

82. The citation issued by the EGPD was made in retaliation for Donahue's complaints against the EGPD Officers and was intended to stop Donahue from pursuing his complaints against the Officers.

83. When Donahue did not stop pursuing his complaints against the EGPD Officers, the Village instructed the Fire Department to investigate Donahue. This directive was made with the intent to make Donahue stop pursuing his complaints against the EGPD Officers.

84. When Donahue still did not stop pursuing his complaints against the EGPD Officers, the Village escalated the matter to terminating Donahue's employment.

85. Had Donahue not complained about the EGPD Officers' misconduct, he would not have been issued a citation.

86. Had Donahue not pursued his complaints about the EGPD Officers' misconduct, the Village would not have opened an investigation into Donahue.

87. Had Donahue not continued to pursue his complaints against the EGPD Officers, the Village would not have terminated Donahue's employment.

88. Defendants used the legal process to stop Donahue's complaints.

89. Defendants used valid legal process against Donahue to accomplish a purpose for which the process is not designed.

90. Donahue has incurred substantial damages as a result of the Defendants abusing civil and criminal processes.

COUNT IV

MALICIOUS PROSECUTION

91. Donahue incorporates paragraphs 1 through 69 as if fully set forth herein.

92. The Village instituted legal action against Donahue in the form of the disorderly conduct citation.

93. The Village instituted legal action against Mr. Donahue to secure the termination of his employment.

94. The Village was successful in levying the disorderly conduct citation against Donahue and securing Donahue's termination from the Fire Department.

95. The Village carried out its actions with malice in an effort to protect the dishonest, unethical, and possibly unlawful conduct of the EGPD Officers.

96. There were no grounds for the Village to institute the citation or termination proceedings.

97. Donahue has suffered financially, emotionally, and physically as a proximate cause of the Village's conduct.

PRAYER FOR RELIEF

- A. Order Village of Elm Grove Fire Department to reinstate Donahue with full seniority and benefits.
- B. Order Defendants to pay Donahue appropriate back pay, lost benefits, and out of pocket costs.
- C. Order Defendants to pay Donahue compensatory damages.
- D. Order Defendants to pay Donahue punitive damages.
- E. Order Defendants to pay Donahue's attorney's fees and costs.
- F. Order such other relief deemed just and equitable by the Court.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Dated this 21st day of June, 2021.

McDONALD & KLOTH, LLC
Attorneys for Plaintiff

By: s/Shannon D. McDonald
Shannon D. McDonald
WI Bar No. 1036954

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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.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I (a) PLAINTIFFS

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

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

- | | | | | | |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| | 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 (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <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 Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment 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	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"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <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 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 TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <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 Acts <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <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			

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

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

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.