

FILED

JUL 12 2021

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

1 James E Seitz
2 33459 Caliban Drive
3 Fremont CA 94555

4 *Pro Se Plaintiff*

5
6
7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

AGT

CV 21 - 5346

12 JAMES E SEITZ

14 Plaintiff,

15 vs.

17 INTERNATIONAL BROTHERHOOD OF
18 TEAMSTERS,
19 TEAMSTERS LOCAL 986,
20 CHRIS GRISWOLD IBT LOCAL 986
21 PRINCIPAL OFFICER

22 UNITED AIRLINES,
23 UNITED AIRLINES
24 TECHNICAL OPERATIONS SFO

25 Defendants.

Case No.:

COMPLAINT

DEMAND FOR JURY TRIAL

YES

PARTIES

PLAINTIFF

James E Seitz
33459 Caliban Drive Fremont CA 94555
650-787-1110
Email - jimseitz8@gmail.com

DEFENDANTS

International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington D.C. 20001

Teamsters Local 986
1430 East Holt Avenue
Covina CA 91724

Chris Griswold Principal Officer Teamsters Local 986
1430 East Holt Avenue
Covina CA 91724

United Airlines
233 South Wacker Drive
Chicago IL 60606

United Airlines Technical Operations SFO
800 South Airport Blvd
San Francisco CA 94128

1 JURISDICTION

2 My case belongs in federal court, under federal question jurisdiction because it
3 involves a federal law or right. The Railway Labor Act and a collective bargaining agreement
4 negotiated for airline employees under the Railway Labor Act.

5
6 VENUE

7 Venue is appropriate in the Court because a substantial part of the events I am
8 suing about happened in this district. A substantial part of the property I am suing about is
9 located in this district. At least one defendant is located in this District and any other defendants
10 are located in California.

11
12 INTRADISTRICT ASSIGNMENT

13 Because this lawsuit arose in San Mateo County, it should be assigned to the San
14 Francisco or Oakland Division of this court.

15
16 STATEMENT OF FACTS

17 On December 6, 2016, United Technicians Class and Craft narrowly ratified a
18 new collective bargaining agreement, that included an "Industry Reset" calculation. This
19 Industry Reset was described to United Technicians as a formula that would ensure the sum
20 value of United Technicians contract would remain 2% more than the average for the Wages and
21 Benefits of American Airlines and Delta Airlines Technicians Class and Craft.
This 2% calculation would be the basis for any future raises of United Technicians.

22 The calculation is found in LOA #29 Industry Reset and is listed as Exhibit A.
23 When this LOA was presented to the United Technicians in the fall of 2016 Dan Akins the
24 creator of the calculation and the Teamsters stated that the United contract was 5.8% above the
25 average of the Delta and American contracts. Additionally, he stated that the Non-Pay elements
of the proposed new contract were \$1.02 above the American/Delta Average.

26 In a video put out by the Teamsters to sell the Tentative Agreement Dan Akins
27 stated at the 20:20 minute point in a video that the "contract value" of the United Technicians
28 contract would be 2% above that of American or Delta, and if it not we would get an adjustment

1 to our rates. Dan Akins also stated in the video that the model is set and would not change,
2 additionally he stated the inputs were fairly clear and publicly available. (Exhibit #1)

3 The 6 components are listed below with their 2016 hourly value.

- 4 1. Pay - All in Wages \$47.31 including \$1.20 VEBA = \$48.51 (*Weighted avg \$48.43)
- 5 2. Time off \$1.56 – Annual Vacation, sick time and Holiday hours
- 6 3. Medical .11 cents
- 7 4. Retirement Contributions .47 cents
- 8 5. Profit Sharing – minus \$1.01
- 9 6. Scope – minus .12 cents
- 10
- 11

12 The 2020 Industry Reset

13
14 November 2020 the Teamsters announced a 7.06% pay increase for United
15 Technician's for the 2020 Industry Reset calculation. This pay increase was due in part to the
16 American Airlines Technicians CBA ratified in March of 2020 and the wage increases and profit
sharing gained by Delta Technicians.

17 In 2016 every United Technician made a \$1.70 or 6% less on every step of the
18 wage rate scale at American Airlines. After the 2020 Industry Reset, United Technicians fell
19 further behind their peers at American the range in pay differentials grew anywhere from \$4 to
20 \$15 dollars per hour or 10% to 35%. between United Technicians and American Technicians.

21 The disparity in Wages between United to American Airlines grew from an
22 average of 6% in 2016 to 22% in 2020. In the fifth year of the Technician Wage Scale the
23 disparity between a United Technicians Base Wage to American Airlines was \$14.98 per hour.
In 2021 that margin is now a staggering \$15.94 per hour.

24 United Technicians requested the “publicly available” calculation information
25 outlined in LOA #29 of their contract for the new pay raise. How could United Technicians have
26 fallen even further behind? After a quick review of the Wage Scales at American Airlines,
27 United Technicians noticed that the even with the Teamsters Industry Reset 7.06% pay increase
28 their pay had gone from \$1.70 behind American Airlines in 2016 to \$4.00 to \$15.00 dollars an
hour behind their peers at American Airlines.

1 The Company response came on December 15th, 2020, by Thomas Reardon
2 Managing Director, Labor Relations the information related to the Industry Reset Calculation is
3 company confidential and proprietary. No information on the 2020 Industry Reset would be
4 provided to the membership to determine their pay was 2% above the Delta and American
5 average.

6 The Union response came on December 16th, 2020, by Teamsters Airline Division
7 Rep Vincent Graziano the information related to the Industry Reset Calculation is company
8 confidential and proprietary. No one in the Teamsters Union, Officers or Representatives has
9 seen or reviewed the calculation that resulted in only a 7.06% raise for United Technician's. The
10 only people who had knowledge of the 2020 Industry Reset calculation were Cheiron pension
11 actuary Peter Hardcastle and Dan Akins, the creator of the Industry Reset. The formula is in the
12 hands of the company and will remain there. Teamsters Rep Vinnie Graziano stated that the
13 calculation would not be provided to the United Technician membership.

14 These actions by the union were in complete contradiction to the statements made
15 by Dan Akins on video in 2016 where he described this information as "publicly available
16 information" and also statements made by Vinnie Graziano in 2018, additionally the Teamsters
17 Business Agents in SFO Javier Lectora and Mark DesAngles.

18 United Technicians Industry Reset contract language states that their wages will
19 be increased to a rate where the value of the United Technicians contract would be 2% above the
20 average of their peers at Delta and American Airlines. Without reviewing the calculation Exhibit
21 A in , there is no possible way for United Technicians to determine that their hourly wage rate is
22 the correct amount to ensure value is 2% above the average.

23 The Collective Bargaining Agreement is a contract between the Employees and
24 United Airlines not the Teamsters Union. The Teamsters union is a hired agent paid by the
25 membership at United Airlines and are a third party to the contract as their representative. When
26 the Teamsters are decertified as the representatives for the United Technicians and Related, the
27 contract will remain unchanged and will always belong to the United Technicians and Related.
28 United Technicians and Related should always have access to LOA #29 Exhibit A. (Exhibit #2)

29 The employees at United Airlines paid for the negotiations and are the party
30 covered by the negotiated agreement. Every technician and member of the United Class and
31 Craft at United is a party to and entitled to the information covered in Exhibit A. No employee
32 at United Airlines can reasonably determine by looking at their hourly pay rate, if their pay is 2%
33 above the Delta and American average as outlined in the contract and Exhibit A.

1 November 11, 2020, In the Teamsters Dispatch appointed Airline Division Rep
2 Vinnie Graziano stated *"I can report today that the model worked as designed and each of you*
3 *will be getting a 7.06% increase above the 1% Basic Hourly Rate in Appendix A of Article 15.*
4 *The additional increase at the top of the scale Technician Rate is approximately \$2.94/hour. I*
5 *would like to thank our economists Dan Akins and Peter Hardcastle for their work ensuring that*
6 *the formula was applied correctly".* No numbers were presented from the Delta American
7 average hourly wage as done in the past, the value of Non-Pay Elements was not presented as
8 done in the past, no information was presented to validate or establish that 7.06% put United
9 Technicians 2% above the Delta and American Average.

10 On December 14, 2020, I filed my first LOA #29 grievance (2020-986-SFO-UA-
11 142). Based on publicly available information Delta Airlines Technicians Pay and Profit Sharing
12 for 2020 was equivalent to \$60.80 cents an hour. American Airlines Technicians Pay and Profit
13 Sharing for 2020 was equivalent to \$56.80.

14 Based on this publicly available information the Delta American average plus 2%
15 is over \$59.97. United Technicians Top Scale base payrate was set at \$52.14, which was \$7.83
16 below the hourly average of the Delta and American Average plus 2%.

17 Many United Technicians requested the calculation that resulted in a wage that
18 kept them below the wages at American with pay gaps between the pay scales ranging from \$4
19 dollars to \$15 dollars an hour based on the relative position of a technician in the 8 years pay
20 progression. When the Industry Reset model was first used in 2016 the pay gap between United
21 and American technicians in all steps in the 8-year wage progression were a uniform \$1.70 per
22 hour and the value of the contract was quoted by the Teamsters Union officers as 5.8% above the
23 average of Delta and American.

24 2016 \$1.70 below AMR at 5.8% turns into \$14.98 below AMR at 2% in 2020

25 In 2020 the Union and the Company came out with a new wage schedule based
26 on a calculation that they both agreed was 2% above the Delta and American average. The
27 disparity between United and American pay scales had increased with a range of \$4 dollars to
28 \$15 dollars an hour with no explanation. In 2016 when the Union stated the value of the contract
was even higher at 5.8% above the average of Delta and American the wage gap between United
and American was only \$1.70. It did not make any logical sense, to the United Technicians who
surrendered their 15% Profit Sharing for this "Industry Reset" calculation. Many United
Technicians questioned the 2020 Industry Reset calculation.

1 December 15, 2020 United responded to a technician's request for the 2020 Industry Reset
2 Calculation. Thomas Reardon Managing Director, Labor Relations wrote

3 Thanks for your inquiry. LOA 29 provides, among other things, that economic experts from the Company
4 and the Union must agree on a costing model to calculate the industry reset. The parties agreed on the
5 model within the parameters set out in the LOA and utilized the model for the 2018 and the 2020 industry
6 reset calculations. Much of the data that the model utilizes, like the AA CBA, is publicly available. Some
7 of the information is Company confidential and proprietary and cannot be shared publicly. Additionally,
8 the model itself and its operation is kept secure because its disclosure could put UA at a competitive
9 disadvantage if our competitors were to have access to it. For these reasons, the parties have agreed to
10 maintain the confidentiality of the model. As a result, unfortunately, I'm afraid we can't fulfill your
11 request.

11 Thanks Tom

12 Thomas Reardon Managing Director, Labor Relations (Exhibit #3)

13
14 The Teamsters official Union response came the following day, and it was almost identical.

15 December 16th, 2020, email by Teamsters Airline Division Rep Vincent Graziano

16 I forwarded your request for the "actual data used in calculating our final result of our Industry Reset per
17 LOA 29" to the economist who worked on calculating the reset to learn what data we could share. He
18 informed me that he is not in possession of the data you have requested. Although some of the data
19 supporting the reset is publicly available, like the American Airlines Mechanics' collective bargaining
20 agreement, other components of the data are proprietary or confidential information that would give a
21 competitive advantage to United Airlines' competitors if they were to have access to it. As such, the
22 IBT's economic consultants who worked on the Reset calculations had to agree not to disclose that data,
23 even to Teamsters officers and employees, and also had to agree to leave all of the data in United
24 Airlines' exclusive possession. None of it was shared directly with the International Brotherhood of
25 Teamsters, none of it is in the IBT's or its consultants' possession, and we therefore cannot share it with
26 you.

24 Wishing you and your family Happy Holidays!

25 Thanks,
26 Vinny Graziano (Exhibit #4)

1 No one in the Teamsters Union, Officers or Representatives has seen or reviewed
2 the calculation that resulted in only a 7.06% raise for United Technician's?

3 The only people who had knowledge of the 2020 Industry Reset calculation were
4 Cheiron's pension actuary Peter Hardcastle and Dan Akins, the creator of the Industry Reset. The
5 formula is in the hands of the company and will remain there. Teamsters Rep Vinnie Graziano
6 stated that the calculation would not be provided to the United Technician membership.

7 On January 6, 2021, I filed my second grievance on the Industry Reset (2021-986-
8 SFO-UA-2) the Company and the Union were both withholding information from United
9 Technicians that related to the wage increases outlined in their contract. Without this information
10 there is no way for employees represented by the Teamsters at United Airlines to determine the
11 accuracy of their hourly wage.

12 The Teamsters Union stated on many different occasions both written and
13 verbally in videos to the membership at United Airlines, that the calculation for the Industry
14 Reset was based on "publicly available information". Today both the Union and the Company
15 refuse to provide the calculation that they have claimed set the hourly wage for United
16 Technicians 2% above the Delta and American average.

17 On January 13, 2021, the Company answered the first step grievances and denied
18 the grievance, that same day only hours later the Teamsters grievance committee closed out the
19 grievance stating that it lacked sufficient merit. (Exhibit #5 UA-2 Closeout ltr)

20 I appealed the decision by the Company and the Union who both described my
21 grievance as meritless on the same day within hours of each other.

22 Lacks sufficient merit is a statement, the union made that is not based on any
23 research or fact-finding investigation. It is a statement only. The grievance committee made no
24 effort to investigate before stating the grievance is meritless without providing any reason or
25 evidence, why it was "meritless" before closing out the grievance. The grievance committee
26 never reviewed the calculation outlined in LOA #29 as Exhibit A.

27 On January 27, 2021 the Teamsters SFO/LAX Grievance Committee closed out
28 my grievance UA-142 with the same statement "lack of sufficient merit" again they provided no
reason or explanation why the grievance was closed. The formula Exhibit A in LOA #29 was
never even reviewed for its content or accuracy. The Collective Bargaining Agreement belongs
to the employees not the union. The Union has no right to keep the calculation Exhibit A from
the membership, especially when it concerns the wages of over 7500 employees and their
families. (Exhibit #6 UA-142 Closeout letter)

1 On February 4, 2021, LAX Teamsters Business Agent Mark DesAngles sent an
2 email stating that my closed grievances were now open again. I asked my Chief Steward Greg
3 Sullivan who in the Teamsters union decided to reopen my closed grievance and what part of the
4 CBA did they use to do so. I asked Greg Sullivan who on the Company side agreed to reopen the
5 closed grievance, Greg Sullivan refused to answer either question. (Exhibit #7 Ltr to IBT Greg
6 Sullivan Closing and Opening grievances)

7 A second step hearing was held on March 4, 2021, the Union Committee did not
8 present any information to support the grievance or enforce the contract. The union failed to
9 provide or even request the Industry Reset calculation information in Exhibit A, even though
10 there were huge disparities in the United Base Wage Rates when compared with both American
11 and Delta Technicians based on the only publicly available information of Hourly wages and
12 Profit Sharing.

13 I presented 12 exhibits in the grievance hearing the union provided nothing but
14 the original grievances they had closed over a month earlier as meritless as evidence. The
15 Company and the Union both refused to answer any questions related to the reopening of the
16 grievances; What part of the CBA did they use? Who authorized it from the Company or the
17 Union side? The Company provided 2 exhibits at the second step hearing the new wage scale
18 and the language from LOA that described the cost model Exhibit A. The company's position
19 was finished with this statement "there is nothing in the contract or LOA that says we have to
20 show you the formula. " (Exhibit #8 Reset Hearing Questions on Procedural Issues)

21 On March 22, 2021, I emailed Chief Steward Greg Sullivan and instructed him to
22 notify the company that I would move my grievance forward with or without Union support.
23 (Exhibit #9 Ltr to Greg Sullivan Grievance status)

24 On March 23, 2021, Greg Sullivan emailed a Closeout letter on my grievance
25 stating that it lacks sufficient merit to move forward. This was the same statement made when
26 the Teamsters union closed out the grievance in January. Greg Sullivan stated the closeout of the
27 grievance is final (this time). Greg Sullivan also wrote there is no process in the contract to move
28 the grievance forward on your own. (Exhibit #10 Email Greg Sullivan about Closeout Letters)

29 In May of 2021 contacted the National Mediation Board (NMB) to get a copy of
30 the Industry Reset formula negotiated in 2016. In 2018 the Teamsters union stated in several
31 publications that the formula was held on a secure server at the National Mediation Board.
32 According to Jim Gross from National Mediation Board (NMB) he stated, "*we never had the
33 cost model on a server and never would" "we do not have a server like that, we do not use
34 servers like that"* So why did the Teamsters union and its representatives present false
35 information to the United Technicians 6 months prior to the first industry reset?

1 SECOND CLAIM

2 Violation of California Labor Code 226

3
4 The Company is in violation of California Labor code 226. The United
5 Technicians Base Wage Rate set in the calculation in LOA #29 Exhibit A is not being provided
6 to the employees by the Company. The hourly Base Wage is determined in Exhibit A and is
7 based on a calculation that is part of the employees collective bargaining agreement.

8 The definition of wages in the California Labor code is as follows - "Wages"
9 includes all amounts for labor performed by employees of every description, whether the amount
10 is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of
11 calculation.

12 The wage rate set by the United Technicians contract is determined by a
13 calculation called Exhibit A in LOA #29, the employees at United Airlines have right to review
14 that calculation.

15 California Labor Code 226

16 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or
17 her employee, either as a detachable part of the check, draft, or voucher paying the
18 employee's wages, or separately if wages are paid by personal check or cash, an accurate
19 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
20 employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and
21 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
22 provided that all deductions made on written orders of the employee may be aggregated and
23 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
24 employee is paid, (7) the name of the employee and only the last four digits of his or her
25 social security number or an employee identification number other than a social security
26 number, (8) the name and address of the legal entity that is the employer and, if the employer
27 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and
28 address of the legal entity that secured the services of the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours worked at
each hourly rate by the employee

29 The Non-Pay Elements outlined in the Industry Reset calculations are part of
30 the calculation for the hourly wage rate and need to be shown to determine if the actual rate
31 of United Technicians pay is in fact 2% above the Delta/American Industry Reset Average.
32 Based on the refusal of both the Teamsters Union and United Airlines employees have no
33 way to easily determine if their hourly wage is 2% above the Delta/American average.

1 California Labor Code 226 also states (2) (A) For the purposes of this
2 paragraph, “promptly and easily determine” means a reasonable person would be able to
3 readily ascertain the information without reference to other documents or information.

4 California Labor Code also defines Wages - 200. As used in this article: (a) “Wages”
5 includes all amounts for labor performed by employees of every description, whether the
6 amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other
7 method of calculation.

8 Background and History of Industry Reset

9 November 2015 the Joint Collective Bargaining Agreement (JCBA) Tentative
10 Agreement (TA) titled “Company proposal” contained the Industry Reset at that time it was
11 called the AA Reset modeled after the 2012 American Airlines contract. This TA was voted
12 down by the United membership by 93% because of the inclusion of the Teamsters imposed
13 mandatory Teamcare Health care plan which was more expensive than the existing health care
14 plan in the United Technicians contract.

15 August of 2016, the second JCBA Tentative Agreement is reached it is called an
16 AIP or agreement in principle. The name of the AA Industry Reset LOA is changed to LOA #29
17 the “Industry Reset”.

18 The Calculation was provided to the United membership prior to the vote,
19 showing in detail the valuations of the United T/A and the Delta and American Airlines average
20 in the following categories – Pay - All in Wages including \$1.20 VEBA and the following Non-
21 Pay Elements. Time off \$1.56, Medical .11 cents, Retirement .47 cents, Profit Sharing minus
22 \$(1.01) and Scope minus (.12) cents each of these Non-Pay categories in the calculation had a
23 calculated hourly value. All these values were then added together equaled \$1.02 above AA/DL
24 average, the Teamsters stated the value of the T/A was stated to be 5.8% above the Delta and
25 American average as established through defined and agreed criteria.

26 October 2016 - In a video presented to the United membership Dan Akins the
27 creator of the reset model stated the model will not change and is based on publicly available
28 information. The Industry Reset will be reviewed in 2018, 2020 and 2022 and then be performed
every year thereafter until a new CBA is ratified. Dan Akins stated that United Technicians 15%
Profit Sharing was given back to pay for the industry reset language and replaced with the
current 5% Profit Sharing.

1 December 2016 – The Joint Collective Bargaining Agreement (JCBA) is barely
2 ratified, LOA #29 Industry Reset is in place based on statements made by Dan Akins and
3 Teamsters officials and the value of the contract is 5.8% above the American / Delta average.

4 February 2018 the first year of the Industry Reset United Technicians saw their
5 Profit-Sharing checks fall from 11.8% of their wages paid in 2017 to 3% of their wages paid in
6 2018. Teamsters Airline Division Rep Vinnie Graziano wrote a letter to the membership over
7 the loss of 15% Profit Sharing and stated United Technicians 15% profit sharing was traded for
8 the Industry Reset and stated that we would get a raise based in part on Deltas Profit sharing,
9 which was 10% in 2018 or \$4.90 an hour. Delta Profit Sharing was never shown in the 2018
10 Industry Reset.

11 May 2018 SFO/LAX Teamsters Business Agent Report stated that all calculation
12 information is publicly available. *“It should be noted here that all the factors used for the
13 calculations are readily available through SEC filings and other public sources”*. The monthly
14 report from the Teamsters business agents further went on to write. *“When this language was being
15 negotiated, the Company set out a huge list of factors that they wanted considered in this calculation,
16 some of them very abstract. It was no small feat to get the factor list down to what we have now. And,
17 although we will obviously use our actuaries when we are determining retirement related costs, the
18 calculations will definitely be simpler as a result of those efforts.”*

19 June 2018 Vinnie Graziano writes in the Mechanics Dispatch that the economic
20 Model for the Industry Reset was agreed to shortly after ratification and is on the “server at the
21 NMB” the economic model was completed and agreed upon shortly after the ratification of the
22 Agreement. He wrote, the model is kept on a server at the NMB for security.

23 In the fall of 2018, the first Industry Reset was due to be out, by that time Delta
24 Technicians pay had increased to \$50.67 they also received an additional 1% contribution to
25 their 401k Defined Contribution and received 10% in Profit Sharing in 2018. This information is
26 important and relative because when Dan Akins presented the Industry Reset in 2016, he stated
27 at the 10-minute mark in the Teamsters T/A video that if Delta were to go above \$50 dollars an
28 hour, we would have the mechanism in the reset to catch them. This was explained in the
presentation created by Dan Akins that showed United Technicians receiving a specified raise if
Delta moved to \$50 dollars an hour.

Despite Delta Technicians eclipsing \$50 dollars an hour and receiving an
additional 1% in their 401k, 10% in their Profit Sharing and the United contract remaining the
same, Dan Akins and Peter Hardcastle the Teamsters external actuary from Cheiron stated that
United Technicians would not receive a raise.

1 Here is a quote from Peter Hardcastle the IBT pension actuary as the reason for
2 no reset in 2018. *"I met with United's external actuary to discuss the methodology and*
3 *assumptions behind the calculation of the cost of CARP. The methodology used by United's*
4 *actuary considers the market value of the accruals and is consistent with U.S. accounting*
5 *standards. The cost is based solely on the population of United mechanics and only relates to the*
6 *cost of benefit accruals for the year. I am in agreement with the methodology used, and I know*
7 *from experience that the results lie within the range of my expectations. The increase in United's*
8 *service cost for CARP since 2016, as applied in the cost model, is consistent with my expectation*
9 *given the increase in benefit population due to the inclusion of the larger and more senior UA*
10 *Mechanics group, as well as a further drop in the discount rate since 2016."*

11 Dan Akins of Akins and Associates and Peter Hardcastle of Cheiron both hired by
12 the Teamsters International Union, stated that the 2018 value of the United Technicians contract
13 increased from 5.8% in 2016 to 7.7% in 2018 above the American and Delta average
14 additionally, they claimed the Non-Pay elements increased from \$1.02 to \$3.67 cents per hour
15 but did not provide any "publicly available information" that their wage and benefits calculation
16 was based on. The Teamsters and United Airlines refused to provide United Technicians with a
17 breakdown of the publicly available information used in the Cost Model described as Exhibit A
18 of the LOA in the United Technicians contract for the 2018 Industry Reset Calculation.

19 December 2018 Vinnie Graziano wrote in the Mechanics Dispatch, *'To ensure*
20 *that the numbers the company provided are correct, we have asked Mr. Akins and an outside*
21 *actuary, Peter Hardcastle, to continue the review that had already begun under the LOA. These*
22 *numbers need to be verifiable to both parties for the next measurement period with the hope*
23 *being that American Airlines will reach a deal by that time. After this review is complete, a*
24 *report will be shared with the membership in the same fashion as the 2016 dispatch that laid out*
25 *the industry average.*

26 No detailed breakdown of the publicly available information was presented by the
27 Teamsters union for the 2018 Industry Reset. The mechanics dispatch only listed the average
28 hourly rate of AA/DL as \$49.31 and the Non-Pay elements total which increased by over 360%
from \$1.02 in 2016 to \$3.67 in 2018, with no information to support this 360% increase.

There was no way to know if the increase in Delta wages and pension and 10%
Delta Profit Sharing were included in the calculation. There is no way for a United Technician to
verify that their hourly wage is in fact 2% above the AA/DL average.

1 DEMAND FOR RELIEF

2 I would like the court to decide that the Teamsters have breached their duty of fair
3 representation because they have denied my grievance as meritless without providing any facts
4 or reasons for doing so. They have failed to allow me to move my grievance forward on my own
5 which is my right under the Railway Labor Act.

6 We request the court to order the Teamsters and United Airlines to release all
7 information contained in Exhibit A for the 2020 Industry Reset calculation. The Collective
8 Bargaining Agreement including Exhibit A in LOA #29. This information belongs to the
9 employees who work in the Mechanics Class and Craft at United Airlines.

10 We request the court to order the release for independent membership review the
11 2016 and 2018 Industry Reset Calculations that determined their hourly wage and all such
12 calculations going forward.

13 We would like the court to determine if United Airlines is in violation of the
14 Railway Labor Act by withholding wage calculation information that is in the Mechanics and
15 Related Collective Bargaining Agreement and California Labor Code 226 by failing to provide
16 to employees the calculation that determines their Base Hourly Wage Rate.

17 We would like the court to instruct United Airlines to provide affected United
18 employees the value of each Non-Pay Element when compared to the average of their peers at
19 Delta and American Airlines. The following hourly values will be determined annually in
20 Exhibit A and should be added to the employee paycheck stubs so employees can easily
21 determine their wages are 2% above the Delta/American average.

22 1. Time-off 2. Medical 3. Pension 4. Profit Sharing 5. Scope.

23 We request that all United Technicians and Related in the Mechanics Class and
24 Craft to be made whole for any losses associated with the Industry Resets in 2020 and 2018.
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28

1
2 DEMAND FOR JURY TRIAL
3

4 Plaintiff demands a jury trial on all issues.
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11
12 Respectfully submitted:
13

14 James E Seitz

15 
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17 Pro Se Plaintiff
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Exhibit #1 - 2016 IBT UAL Industry Reset

UNITED 



Technician's Industry Reset Overview

Data, Methodology and Timing

Reset Model Summary

Exhibit #1 - 2016 IBT UAL Industry Reset

The Reset is Designed to Ensure that UA Technician's Contract Value Remains at least 2% Above Average of AA and DL Technicians

Contract Valuation

A Reset Model has been created to measure the sum value of 5 key contract elements in UA Technician's contract, including; Pay, Time Off, Benefits, Profit Sharing and Scope.

The total value of UA contract elements is then weighed against the average of the same elements for Technicians who work for AA and DL.

Reset Mechanism

The total value of UA Technician's contract elements must remain at least 2.0% above the average of AA/DL. If the value of UA Technician's contract it is not at least 2.0% above the average value of AA/DL, the wages of UA Technicians will be increased by an amount to increase the UA contract value to 2.0% above the average of AA/DL.

Timing

The Reset measurement which occurs every 24 months during contract, and then every 12 months after amendable date to ensure that during the bargaining period for next contract UA Technicians remains above AA/DL by at least 2%.

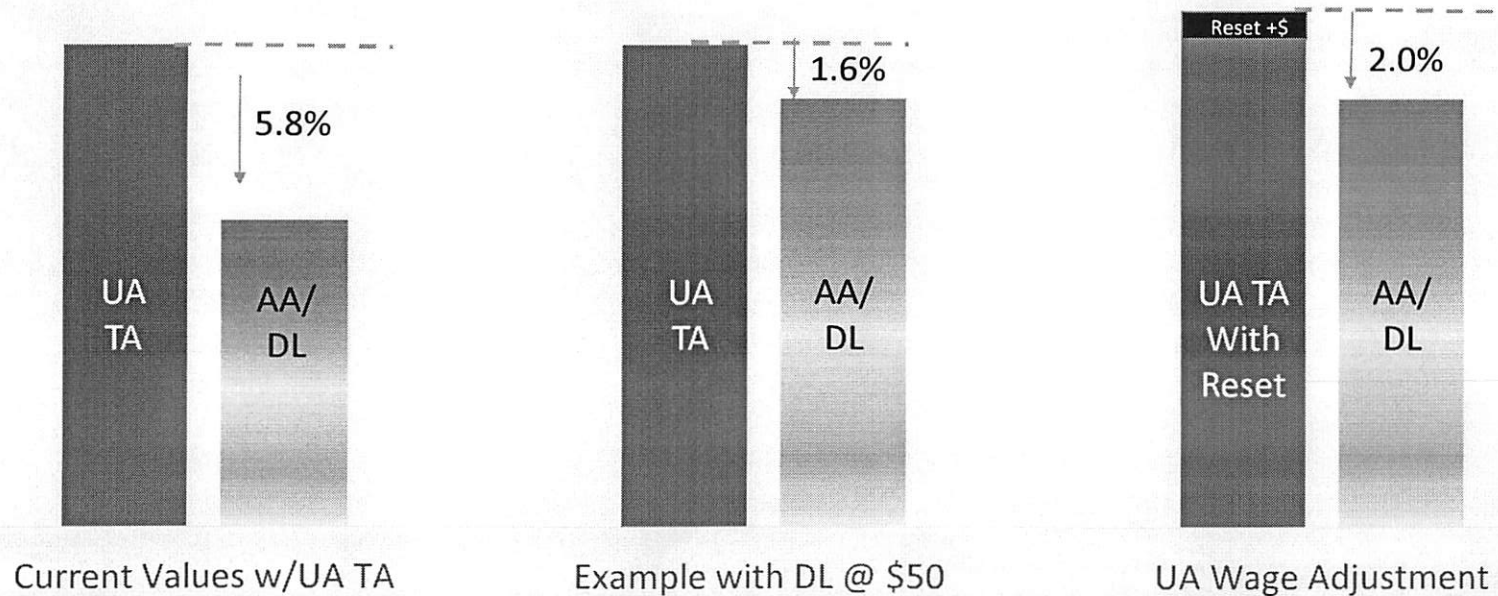
Reset Model Example

Exhibit #1 - 2016 IBT UAL Industry Reset

Example of Reset Model

Current Value With UA TA and Reset If DL Top of Scale @ \$50

Example Sum Values of Contract Elements



Reset Model Architecture

Exhibit #1 - 2016 IBT UAL Industry Reset

Industry Reset Overview

- **Purpose:** The industry reset is designed as a mechanism to ensure that the sum value of United Technician's primary contract elements remain at least 2% above the average of the same contract elements for Technicians of American and Delta.
- **Timing:** Reset analysis will occur every 24 months after date of ratification over the course of contract, and every 12 months after the amendable date.
- **Mechanism:** A reset model has been created to measure and compare the value of a selected set of primary contractual elements covering pay, benefits, work rules and retirement contribution level for Technician's at United to that of the average of Technicians at American and Delta. The model's structure will not change, only the periodic updates of data elements being analyzed will change.
- **Application:** If the results of the reset model indicate that the sum value of the United's Technician's contractual elements do not exceed the average value at American and Delta by 2%, the United Technician's wages will be adjusted upwards by an amount needed to adjust United Technician's contract value to 2% above the average of DL and AA Technician's contract.
- **One-Way Valve:** The reset can only be used to improve wages for United Technicians and will not be used to reduce United Technicians wages under any circumstances.

Model Elements Example

Exhibit #1 - 2016 IBT UAL Industry Reset

Individual Contractual Elements Analyzed in Reset Model

Model Comparative Elements

Exhibit #1 - 2016 IBT UAL Industry Reset

Contract Elements Included in the Reset Analysis

1) Pay

- Technicians All-in Wages (Basic pay, A&P License Premium, Line and Longevity)
- VEBA

2) Time Off

- Annual Vacation, Sick and Holiday Hours

3) Benefits

- Medical Cost Share
- Retirement Contribution

4) Profit Sharing

- Profit sharing % to annual UA pre-tax profits

5) Scope

- Based on ratio of Technicians heads per mainline aircraft

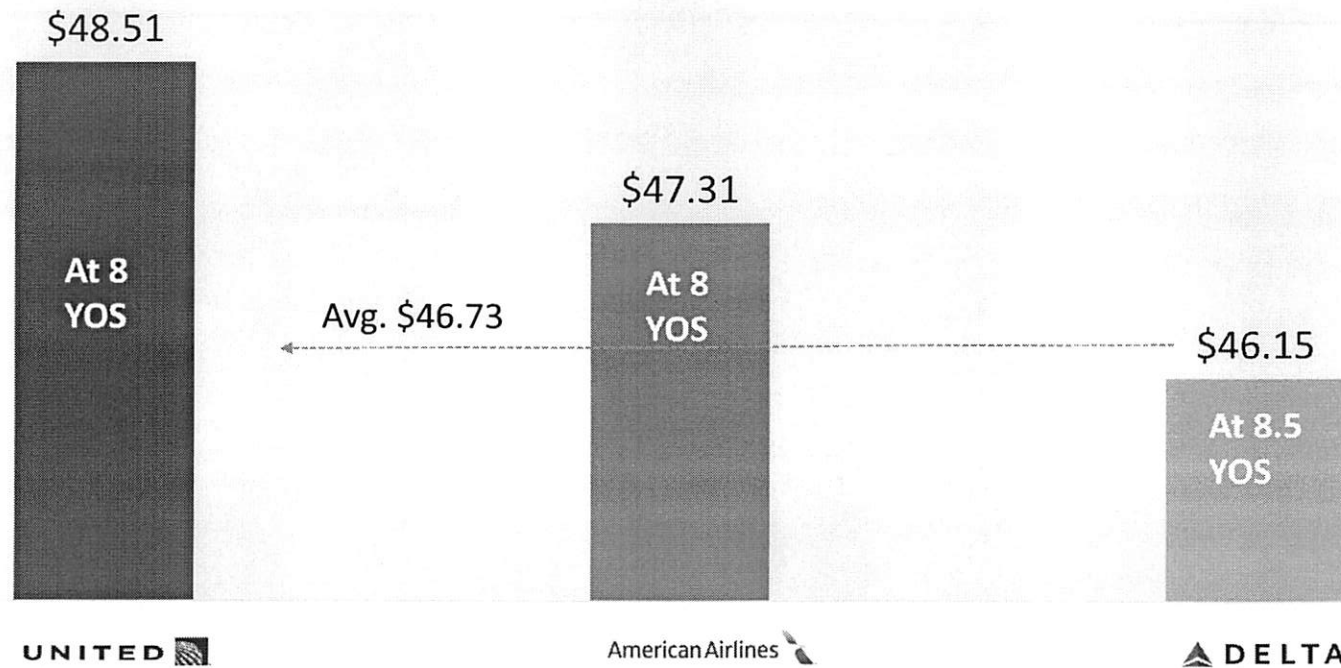
Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate for computability in comparisons.

1. Pay

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Top of Scale All-In Pay Rates

Top of Scale Technicians All-in Pay including VEBA



Source: Contracts and Delta Employee Policy Manual

Note: Initial TA top of scale pay rates at UA and AA interim pay rates for 2016

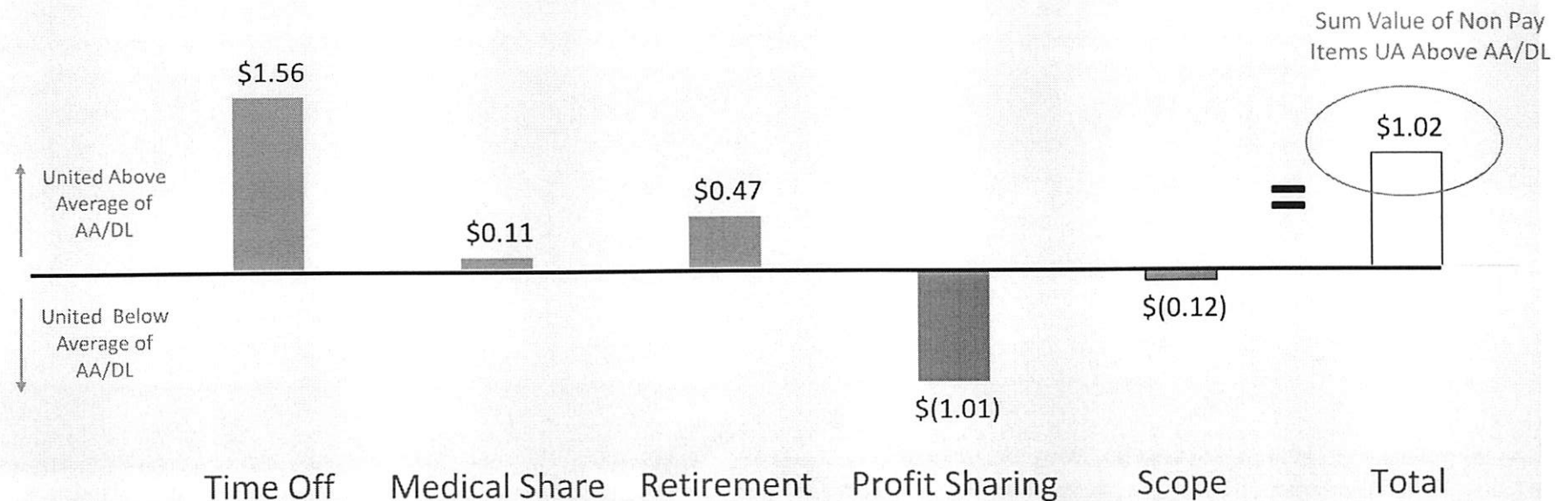
All-in Pay rates include basic pay rate, plus A&P license premium, line and longevity pay, plus VEBA

Current Model Example of Non-Pay Items

Exhibit #1 - 2016 IBT UAL Industry Reset

Current Value of United TA vs. AA and DL Technician's Contract Element Average Costs Excluding Pay




United Element Value per Hour Compared to Average of Delta and United
Based on Converting Differences in Dollars per Hour*



Note: Model analyzes Time Off (Vacation, Sick and Holiday) values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate in comparisons.

Model Comparative Example*Exhibit #1 - 2016 IBT UAL Industry Reset*

Current Reset Value: UA Tentative Agreement is 5.8% ABOVE Industry Average

	UNITED 	Average of American Airlines  DELTA 
Pay*	\$48.43	\$46.73
Difference in Value of All Non Pay Items*	\$1.02	
Total Value of Pay and Non Pay Items	\$49.45	\$46.73
UA Value vs. Average of AA/DL **	5.8% greater than Avg. AA/DL	

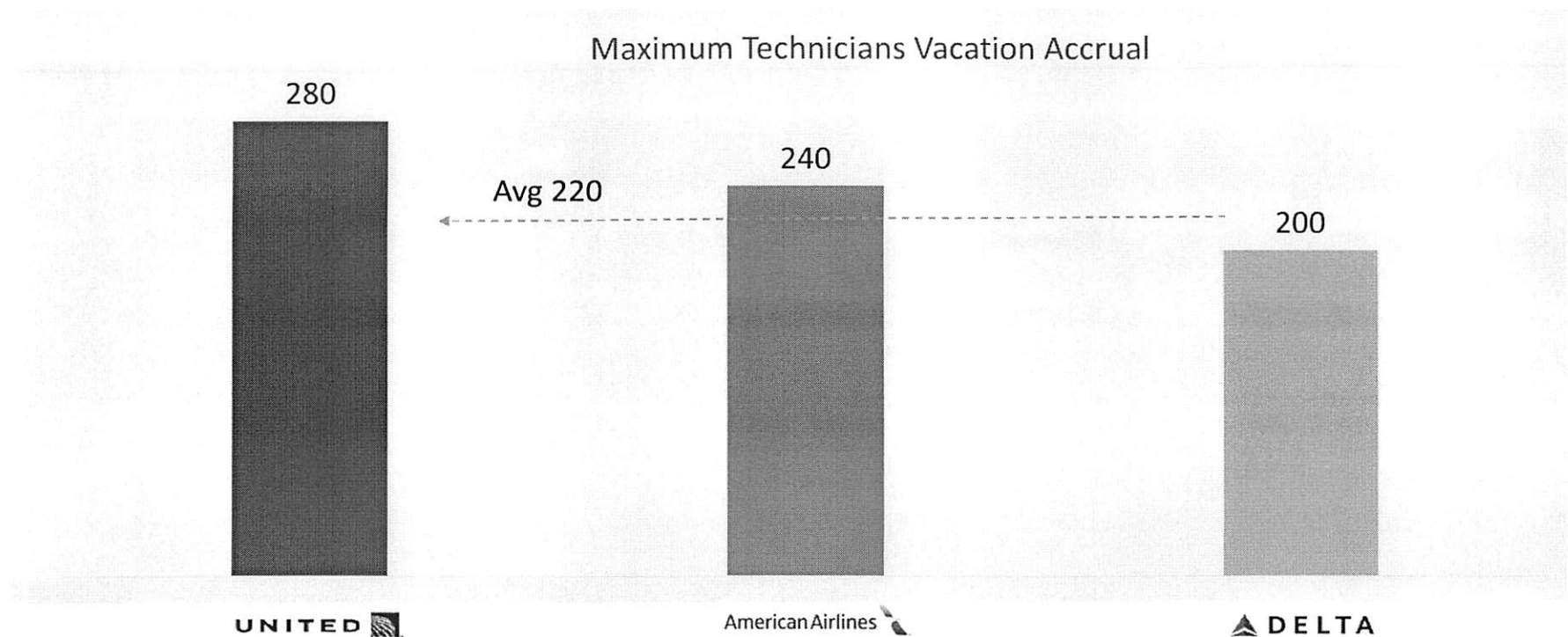
*Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount.

** If UA contract value is not at least 2% above the average contract value of AA/DL an increase in UA wages will occur to establish UA value at 2% above average of UA/DL. Contract value.

2. Time Off

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Annual Vacation Accrual Hours

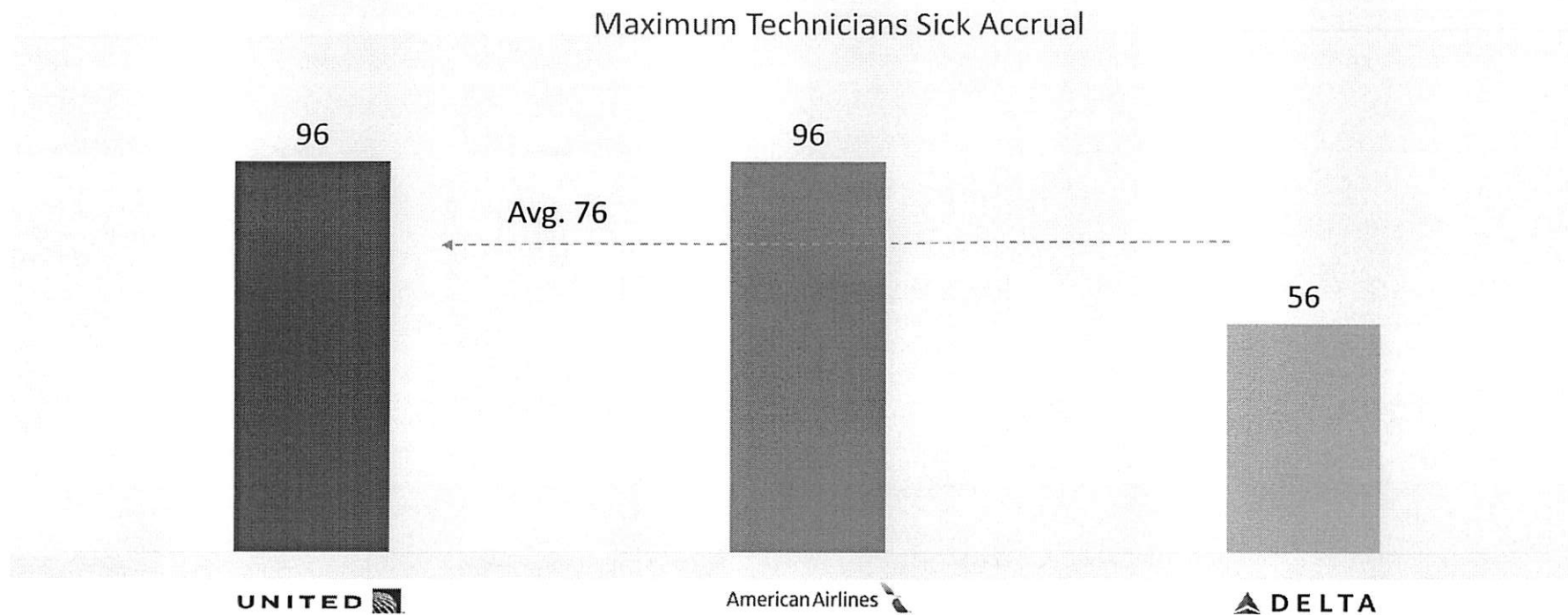


Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

2. Time Off

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Annual Sick Accrual Hours

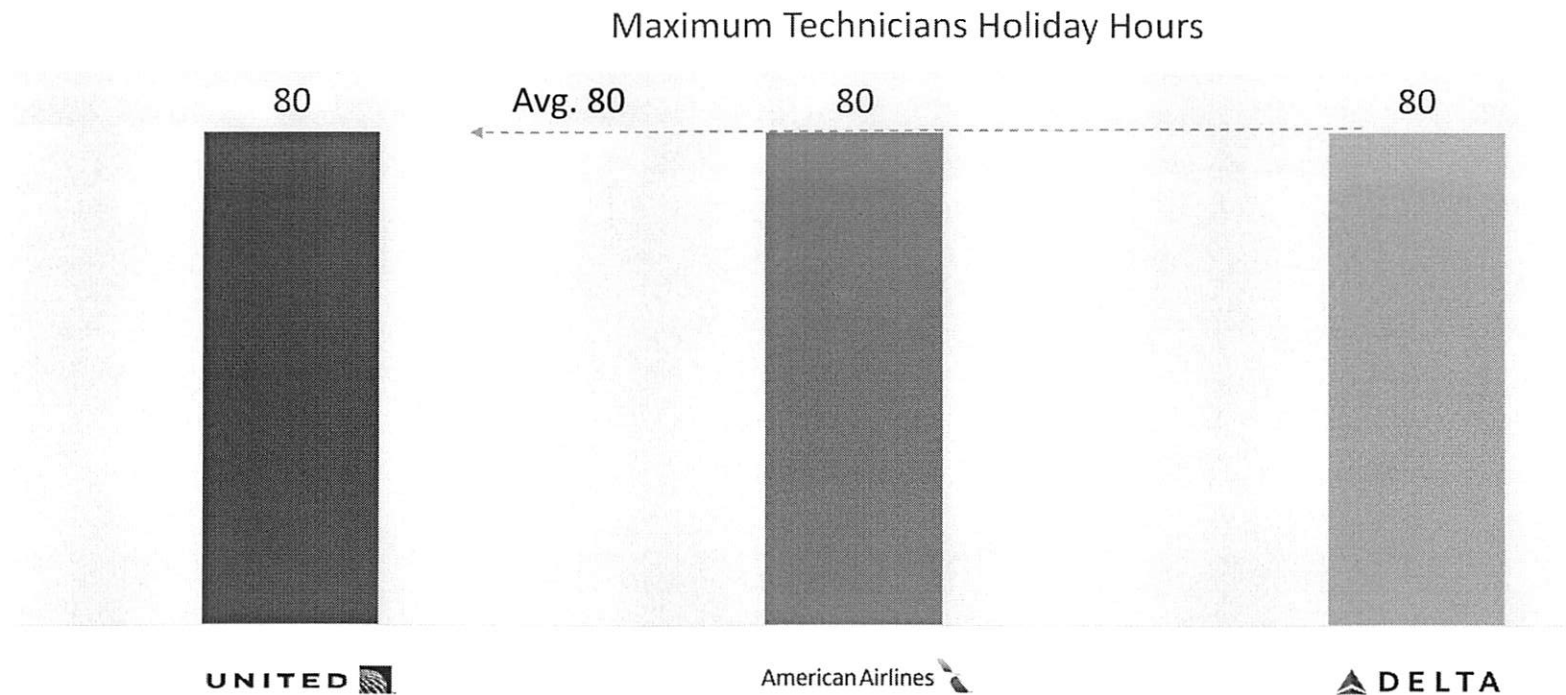


Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

2. Time Off

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Annual Holiday Hours

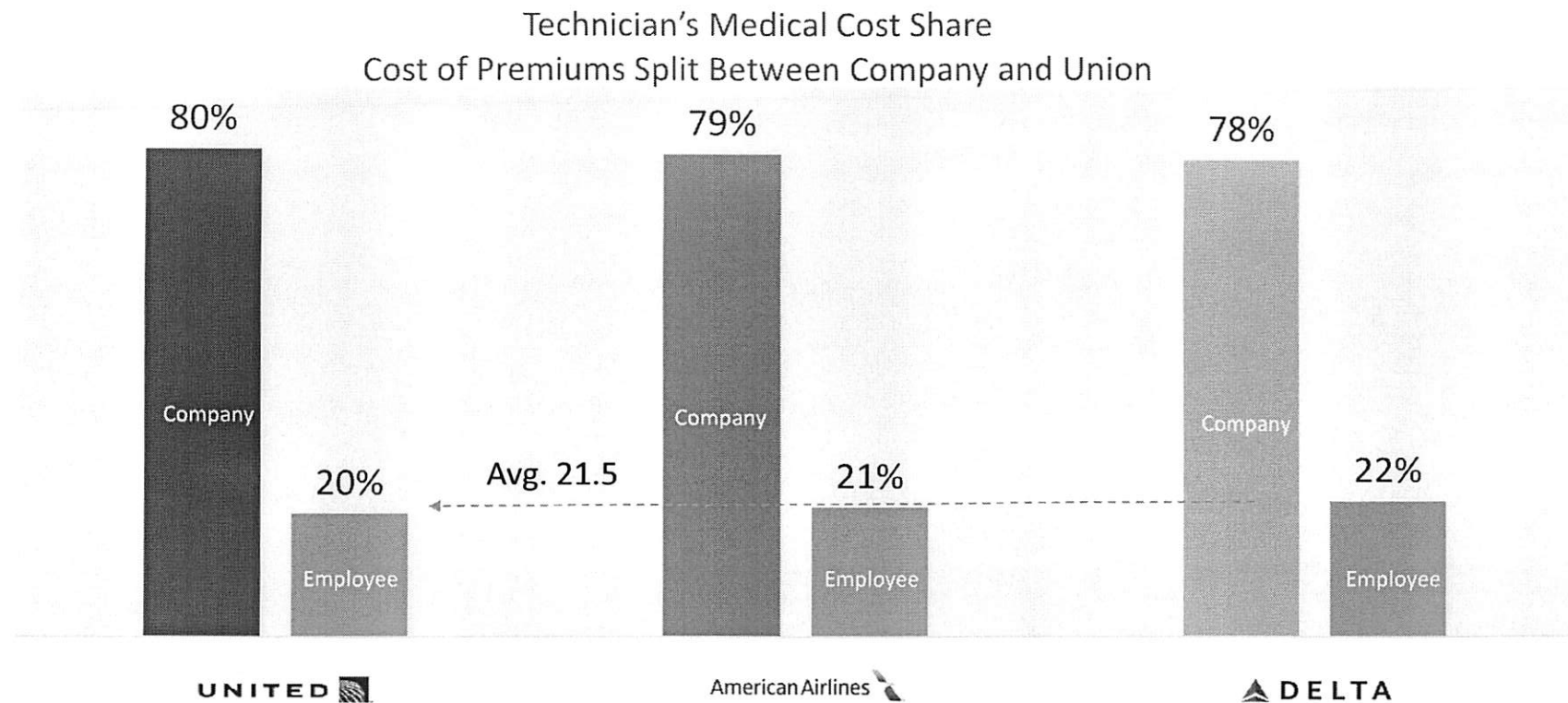


Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

3. Benefits

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Health Care Plan Cost Share

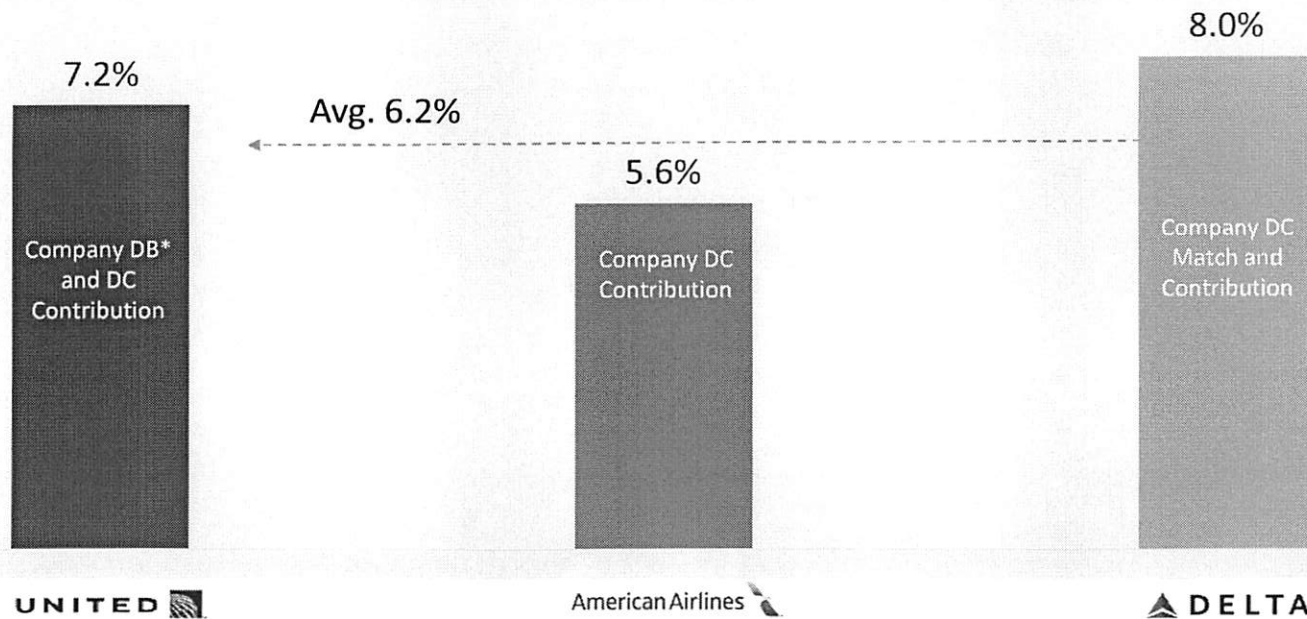


3. Benefits

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Retirement Contribution by Company

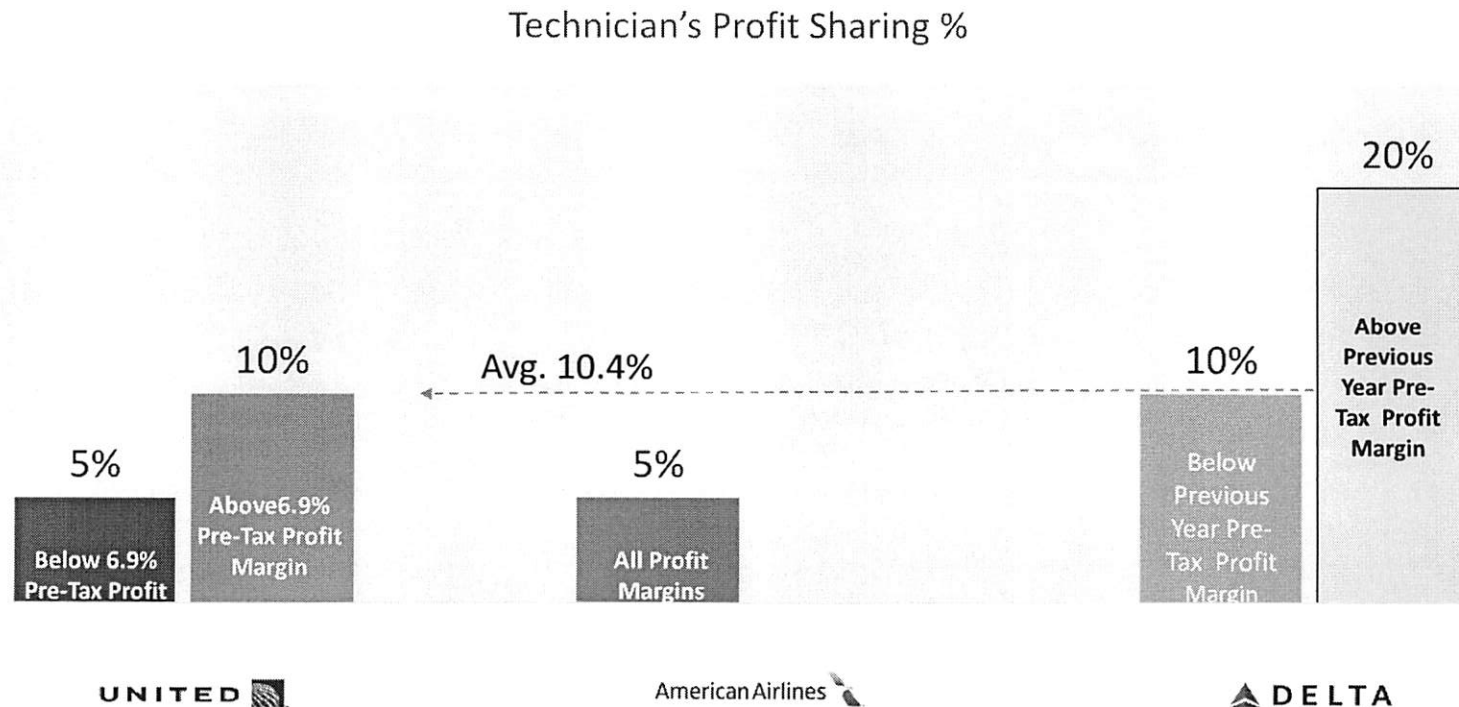
Company Contribution to Technician's Retirement



4. Profit Sharing

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Profit Sharing Percentage



Source: Contracts and Policy Manuals

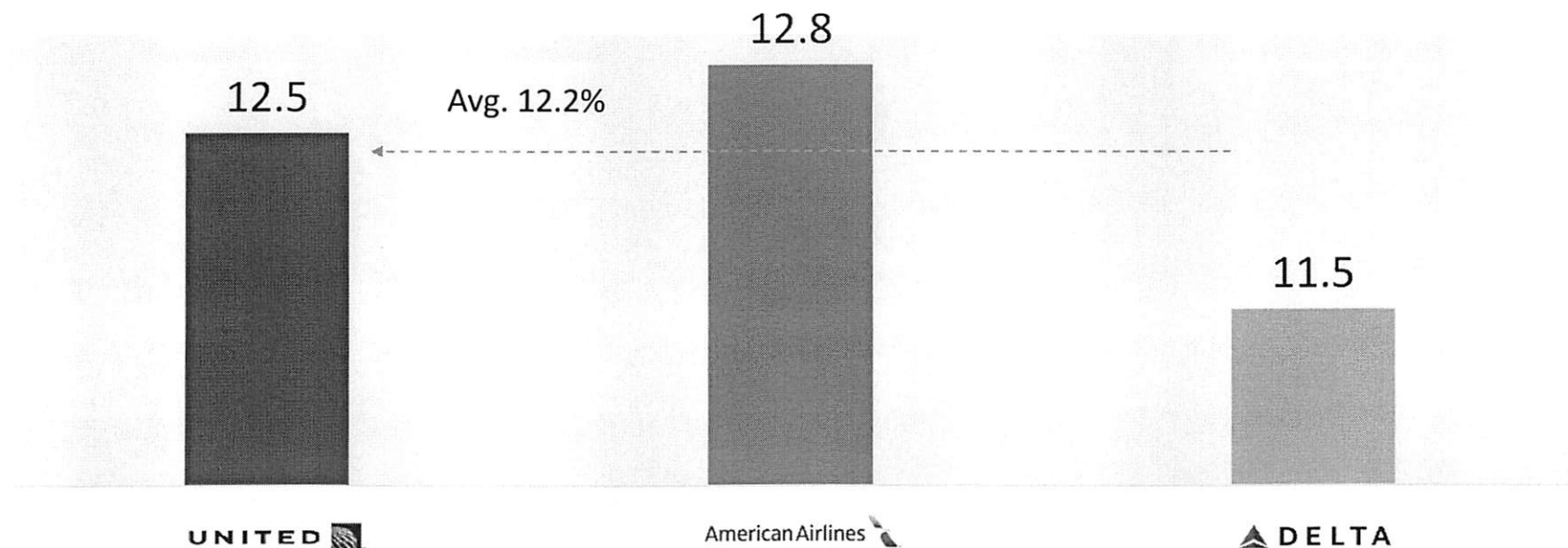
Note: Example using 2015 UA pre tax profits UA would have paid out 7.5% with under TA's new profit sharing formula, AA would be 5% and DL 15.7% (Avg. AA/DL 10.4%)

5. Scope

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Scope - Staffing Ratio per Aircraft

Ratio of Technicians to Active Mainline Aircraft*



Source: US DOT Form 41 Data and SEC filings example from 2015 from employees in equivalent class and craft as UA

Note: Source data for each carrier must be source verified. Maximum adjustment is .5% with both AA and DL carrier data verified and .25% with only one AA or DL data verified

LOA #29 - INDUSTRY RESET

December 5, 2016

Captain David Bourne
Director, Airline Division
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, DC 20001

Dear Captain Bourne:

This letter will confirm our agreement that notwithstanding anything to the contrary in 2016-2022 Technicians and Related Agreement ("United-IBT Agreement"), if at the effective date of the United-IBT Agreement plus 24 Months, 48 months, on the amendable date and every 12 months after the amendable date provided no successor agreement has been reached, United Airlines, Inc.'s ("UAL") Annual Employee Wages and Benefits is not at least two percent (2%) higher than the average of American Airlines' and Delta Airlines' Wages and Benefits, then United's basic wages will be adjusted so that United's Wages and Benefits are two percent higher than said average.

1. Definitions.

- a. "Covered Classifications" means employee classifications covered by the United-IBT Agreement.
- b. "AA CBA" means the joint American Airlines ("AA") collective bargaining agreement(s) in effect as of the Measurement Date that govern(s) terms and conditions of employment of AA's class(es) or craft(s) of employees performing work equivalent to that performed by the Covered Classifications. If an equivalent AA classification is not covered by a CBA, then for that classification "AA CBA" shall mean the applicable AA policies governing Annual Wages and Benefits. If legacy American Airlines and legacy US Airways have not reached a joint collective bargaining agreement before the Measurement Date, the legacy US Airways collective bargaining agreement will be applied as the "AA CBA."
- c. "DL CBA" means the Delta Airlines ("DL") collective bargaining agreement(s) in effect as of the Measurement Date that

govern(s) terms and conditions of employment of DL's class(es) or craft(s) of DL employees performing work equivalent to that performed by the Covered Classifications. If an equivalent DL classification is not covered by a CBA, then for that classification "DL CBA" shall mean the applicable DL policies governing Annual Wages and Benefits.

- d. The first "Measurement Date" is the first day of the month that is 24 months after the effective date of this agreement. Subsequently, there will be a measurement date 48 months after the effective date of this agreement, followed by on the amendable date of the agreement and on the first day of the month following each 12 month anniversary of the amendable date. The parties shall meet to commence the process 6 months prior to the first Measurement Date.
- e. "Annual Employee Wages" is the average of the sum of the highest, hourly rate in each of the following categories for an A&P, line aircraft technician:
 - 1) basic wages
 - 2) license premiums
 - 3) line premium
 - 4) longevity premiums
 - 5) VEBA premium/contributions
 - 6) profit sharing

at the Measurement Date times 2080 hours. For example, if the respective rates are \$40.06, \$5.25, \$1.00, \$1.00 and \$1.20. The calculation is $\$40.06 + \$5.25 + \$1.00 + \$1.00 + \$1.20 = \$48.51 \times 2080 = \$100,901$.

- f. "Annual Employee Benefits" includes the following:
 - 1) retirement benefits including defined contribution retirement plans (top-of-scale), defined benefit retirement plans
 - 2) active medical plan cost share

- g. "Time off Adjustments" is the annual cost adjustment for the following:
 - 1) sick pay accrual (max of available accrual)
 - 2) vacation accrual
 - 3) holidays (including both fixed and floating)
- h. "Annual Wages and Benefits" is the sum of Annual Employee Wages, Annual Employee Benefits and Time-off Adjustment for 10, 20 and 30 years of service weighted 20 percent, 60 percent and 20 percent respectively.
- i. "Scope Adjustment" is a final adjustment based on the ratio of the number technicians and related crafts covered in the IBT CBA per mainline aircraft as follows:
 - 1) Number of Full Time Equivalent Employees (FTEs) in comparable positions performing aircraft maintenance covered in the United IBT CBA at each United, American and Delta (adjusted for FTEs dedicated to outside maintenance). The number of FTEs is then divided by the total number of mainline aircraft (owned or leased) as reported in the most recent SEC annual 10-K filing.
 - 2) The ratio of technicians (and related crafts) per aircraft for each carrier will be applied to the value calculated as the summary of "Annual Wages and Benefits" at each carrier, as described above, using the United ratio as the baseline to adjust the Annual Wages and Benefits values of AA and DL by the difference in staffing ratios versus UA
 - 3) This ratio will be applied to adjust UA Annual Wages and Benefits at 25 percent of full differential determined. Headcount information must be jointly verified and agreed to by both parties (UAL and IBT) to ensure that the equivalent classifications represented by IBT at United and other carriers (DL and AA) are represented in the analysis. If agreement cannot be reached on the validity of most current available representative headcount from either AA and/or DL then that carrier will be excluded from in the analysis. The Scope Adjustment

cannot cause a decrease or increase to United's adjusted rate by more than fifty basis points if two carriers are used in the analysis or twenty-five basis points if one carrier is used in the analysis.

- j. "Cost Model" is an economic model, based in MS Excel, which calculates Annual Employee Cost. The model is to be agreed upon by economic experts from the company and the union within two months after the date of ratification of UA's agreement as Exhibit "A". If an agreement is not reached within this timeframe, the matter may be submitted for expedited arbitration as provided in Article 1 G.
2. Adjustment Calculation. If the results of the analysis demonstrate that, as of the Measurement Date, UAL's Annual Wages and Benefits is less than 102 percent (102%) of the combined average of Annual Wages and Benefits under AA CBA and DL CBA, then UAL shall adjust basic wages effective at the beginning of the first pay period after each measurement date to be 102 percent of the combined average. If it is determined that a one-time adjustment will take place, any subsequent pay increases will not take place until such time that the rates in the original UA CBA exceed those rates in the adjusted scale. No adjustment covered in this letter of agreement can cause wage rates to decrease. All other scales in this agreement will also be adjusted so that the percentage difference between each scale and the technician scale remains the same. All lead position pay rates will be recalculated based on the 5% methodology outlined Appendix A.

The parties shall meet to review the Cost Model for the purposes of reaching an understanding of the adjustment analysis. In the event the parties are unable to reach an understanding relative to the adjustment analysis, the matter may be submitted for expedited arbitration as provided in Article 1 G.

Sincerely,

/s/ P. Douglas McKeen

P. Douglas McKeen
SVP, Labor Relations
United Continental Holdings, Inc.

/s/ Captain David Bourne

Captain David Bourne
Director, Airline Division
International Brotherhood
of Teamsters

Agreed, this 5th day of December, 2016

Exhibit #3 Denial from UAL on Reset Calculation

Begin forwarded message:

From: "Reardon, Thomas - LR" <thomas.reardon@united.com>

Date: December 15, 2020 at 13:28:45 EST

To: "redacted UAL Mechanic,

Subject: RE: Reset LOA 29

Dear redacted UAL Mechanic

Thanks for your inquiry. LOA 29 provides, among other things, that economic experts from the Company and the Union must agree on a costing model to calculate the industry reset. The parties agreed on the model within the parameters set out in the LOA and utilized the model for the 2018 and the 2020 industry reset calculations. Much of the data that the model utilizes, like the AA CBA, is publicly available. Some of the information is Company confidential and proprietary and can't be shared publicly. Additionally, the model itself and its operation is kept secure because its disclosure could put UA at a competitive disadvantage if our competitors were to have access to it. For these reasons, the parties have agreed to maintain the confidentiality of the model. As a result, unfortunately, I'm afraid we can't fulfill your request.

Thanks,

Tom

Thomas Reardon
Managing Director, Labor Relations - Ground

United | Corporate Support Center | 233 S. Wacker Drive WHQLR 25th Floor | Chicago, IL 60606 Tel 872 825 2069 | Cel 224 265 3141 | thomas.reardon@united.com united.com

-----Original Message-----

From: Redacted UAL Mechanic

Sent: Monday, December 7, 2020 9:07 AM

To: Ross, Linda <Linda.Ross@united.com>; Reardon, Thomas - LR <thomas.reardon@united.com>

Subject: Reset LOA 29

Ms.Ross & Mr.Reardon,

I would like to request a copy of the actual cost model,numbers,facts,data, etc... used in calculating our final result of our Industry Reset per LOA 29. I believe we have a right to have the facts and figures for the reset.

Redacted UAL Mechanic

Exhibit #4 Denial from IBT on Industry Reset

Begin forwarded message:

From: Vinny Graziano <vgraz45@gmail.com>
Date: December 16, 2020 at 07:56:45 EST
To: redacted UAL Mechanic
Subject: Re: LOS 29 Reset

Dear Redacted

I forwarded your request for the “actual data used in calculating our final result of our Industry Reset per LOA 29” to the economist who worked on calculating the reset to learn what data we could share. He informed me that he is not in possession of the data you have requested. Although some of the data supporting the reset is publicly available, like the American Airlines Mechanics’ collective bargaining agreement, other components of the data are proprietary or confidential information that would give a competitive advantage to United Airlines’ competitors if they were to have access to it. As such, the IBT’s economic consultants who worked on the Reset calculations had to agree not to disclose that data, even to Teamsters officers and employees, and also had to agree to leave all of the data in United Airlines’ exclusive possession. None of it was shared directly with the International Brotherhood of Teamsters, none of it is in the IBT’s or its consultants’ possession, and we therefore cannot share it with you.

Wishing you and your family Happy Holidays!

Thanks,

Vinny Graziano

Sent from my iPhone

On Dec 3, 2020, at 9:21 AM, redacted UAL Mech wrote:

Mr.Graziano, I am an IBT member is good standing and like to request a copy of the actual data used in calculating our final result of our Industry Reset per LOA 29. Many mechanics in Chicago are inquiring about this matter. We know you used an actuary to figure this out, so we would like some transparency in this Reset.

Redacted UAL Mechanic

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

COORDINATOR/
COMMITTEE
CHAIR
FRED WOOD

Close out Letter

SECRETARY
JOHN JOHNSON

(2021-986-SFO-UA-2)

CHIEF
STEWARDS

Jim Seitz (115906)

DEBORAH WARD-
CRUMMEY
JET SHOP

The Grievance committee met on 01/13/21 and reviewed the companies answer to the 1st step Grievance (2021-986-SFO-UA-2).

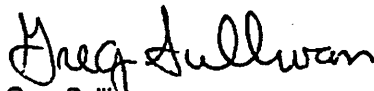
DALE MITCHELL
OV/DOCKS

The Grievance will not be moved forward to the next step of the process outlined in Article 19 for lack of sufficient merit.

MAURICE
MCDONALD
BACK SHOPS

Regards

GREG SULLIVAN
LINE/MM



Greg Sullivan

JOANNE ASING
MPA

Chief Steward Line Area

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter



International Brotherhood of Teamsters

Information of Complaint or Grievance



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

Part 1 - To be completed by Shop Steward and Employee:

Employee information:

Name: Jim Seitz File #: 115906 Station/Dept.: SFOMM

Seniority Date: November 6, 1989 Classification: Technician Days Off(Include Dates): RDO

Shop Steward: Ed Mattos Shift Start Time: 2045 Local Union# 986 LAX

Home Phone: _____ Cell Phone: 650-787-1110 Work Phone: 650-847-1324

Home Address: 33459 Caliban Drive

City: Fremont State: CA Zip Code: 94555

Nature of Complaint:

Applicable Contract Provision(s) LOA #29 Article 1 Article 15 Article 16 but not limited to Date of Claimed Violation(s) 12/17/2020

Remedy Sought: Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and make whole.

Supervisor First Contacted:(Name) _____ Date of Contact: _____

Date of Supervisors Oral Answer: _____

Case Facts :

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

Proprietary Information, on or around December 17 United Airlines and the Teamsters Union refused to provide the Industry Reset Calculation to the United Technicians claiming the information in the 2020 Reset Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the Company refuse to provide the calculation as outlined in the 2016 T/A Letter of Agreement and in statements and publications put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sicktime 4. Scope Adjustment.

In 2018 IBT advisor Chelron Inc claimed the sum value of Non Pay Items increased 360%. and stated that CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016. CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase? United Technicians do not bear the cost to administer, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of the United Technician. The CARP Pension, 401k and Profit Sharing are all ERISA plans the union and company refusal to provide United employees information on these plans is a violation ERISA laws.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$61.00 American Airlines Pay and Profit Sharing is equivalent to \$57.00 the average is \$59.00 plus 2% which is at least \$60.00 an hour. Delta Airlines 2019 Profit Sharing was 16.7% or \$8.50 per hour.

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

The union and the company now state this information is proprietary information and not even United Teamsters Officials know the calculation, only United Executives and Cheiron Actuaries.

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York Case # 88-civ-4486 Involving Senior Teamster union officials and the rigging of VEBA healthcare blds. Some of these same union Officers and Representatives were involved in United Technician Negotiations.

I do not consent to the Union modifying or changing this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act. Remedy sought, provide calculation. The contract is between United employees and United Airlines not the Teamsters union.

Shop Steward Signature

Date:

Employee's Signature

Date:

Part II - To be completed by Supervisor**Complaint Information**

Name of Complainant Jim Seitz

Date Alleged Violation Occurred 12/17/2021?

Date Complaint Received 1/6/2021

Date Oral Answer Given to Shop Steward (Name) Greg Sullivan (Date) 1/13/2021

Case Facts (Give all relevant facts and highlight important fact difference, if any, from Unions Position.)

The industry reset was calculated following discussions with the IBT International economics team. The subsequent results and outcome were agreed upon by the parties.

Answer:

There has been no violation of the agreement. The grievance is denied.

Colin Botto

Supervisor Signature:

1/13/2021

Date:

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

Step 1 Grievance Filed: 1/4/2021

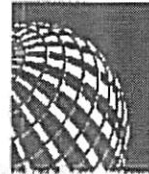
IBT Document: 2021-986-SFO-UA-2

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International Brotherhood of Teamsters

Grievance Submittal



Employee Information

Name: James Seitz	File #: 115906	Station/Dept/Bld Area: SFOMM
Seniority: 11/6/1989	Classification: Aircraft Technician	Employee Status: Active
Shop Steward: G Sullivan (125054)	Shift Start Time:	Unit: Local 986
Home phone:	Cell phone: 650-787-1110	Work phone:
Home address: 33459 Caliban Drive		
City: Fremont	State: CA	ZIP: 94555

Nature of Grievance

Topic: 15: Compensation and all other applicable chapters of the United Airlines IBT CBA.

Violation: Article 15 - Compensation

Violation date: 12/17/2020

Remedy: To be made whole. Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and Make Whole

Supervisor first contacted: Colin Botto

Date of oral answer: 1/4/2021

Case facts:

Proprietary Information, on or around December 17th United Airlines and the Teamsters Union refused to provide the Industry reset Calculation to the United Technicians claiming the information in the 2020 Rest Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the company refuse to provide the calculation as outlined in 2016 T/A Letter of Agreement and in statements and publication put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sick time 4. Scope Adjustment.

In 2018 IBT advisor Cheiron Inc claimed that the sum value of Non Pay items increased 350 %. and stated that the CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016. CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase ? United Airlines Technicians do not bear the cost to the administrator, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of United Technician. The CARP Pension, 401k and Profit sharing are all ERISA plans the union and the company refusal to provide United Technician employees information on these plans is a violation of ERISA laws.

Delta Technicians Pay and Profit sharing for 2020 is equivalent to 61.00 an hour. American Airlines Pay and Profit Sharing is equivalent to 57.00 the average is 59.00 plus 2 % which is at least 60.00 an hour. Delta Airlines Profit Sharing 16.7 % or 8.50 an hour.

The Union and Company now state this information is proprietary information and not even Teamster Officials know the calculation , only United Executives and Cheiron Actuaries .

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York case # 88-civ-4486 involving Senior Teamster union officials and rigging of VEBA healthcare bids. Some of these union Officers and Representatives were involved in the United Technicians Negotiations.

I do not consent to the Union modifying or changing the this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act.

Remedy sought , provide calculation. The contract is between United employees and United Airlines not the Teamsters union.

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

IBT # 2021-986-SFO-UA-2 Page 2 of 2

I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

Declines to sign ^{EM}

Signature of Grievant

1/6/21
Date

Greg Sullivan
Signature of Shop Steward/
Chief Steward/Union Representative

Chief Steward/Union Representative

Greg Sullivan
Print Name of Shop Steward/
Chief Steward/Union Representative

Chief Steward/Union Representative

1/6/21
Date

Print Name of Supervisor

Signature of Supervisor

(Acknowledgment of receipt only)

Date

Exhibit #6 UA-142 Seitz IBT Closeout Ltr

SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

COORDINATOR/
COMMITTEE
CHAIR
FRED WOOD

Close out Letter

SECRETARY
JOHN JOHNSON

(2020-986-SFO-UA-142)

CHIEF
STEWARDS

(Draft)

DEBORAH WARD-
CRUMMEY
JET SHOP

Jim Seitz (115906)

DALE MITCHELL
OV/DOCKS

The Grievance Committee met on 01/27/21 and reviewed the companies answer to the 1st step Grievance (2020-986-SFO-UA-142).

MAURICE
MCDONALD
BACK SHOPS

The Grievance will be closed out for lack of sufficient merit.

GREG SULLIVAN
LINE/MM



JOANNE ASING
MPA

Greg Sullivan

Chief Steward Line Area

Exhibit #6 UA-142 Seitz IBT Closeout Ltr

Step 2 Grievance Filed: 1/6/2021

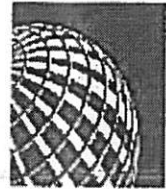
IBT Document: 2020-986-SFO-UA-142

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International Brotherhood of Teamsters

Grievance Submittal



Employee Information

Name: James Seitz

File #: 115906

Station/Dept/Bid Area: SFOMM

Seniority: 11/6/1989

Classification: Aircraft Technician

Employee Status: Active

Shop Steward: G Sullivan (125054)

Shift Start Time: Mid

Unit: Local 986

Home phone:

Cell phone: 650-787-1110

Work phone:

Home address: 33459 Caliban Drive

City: Fremont

State: CA

ZIP: 94555

Nature of Grievance

Topic: 15: - Appx. A Wage Scales and all other applicable chapters of the United Airlines IBT CBA. (Article 15, 16 and LOA29)

Violation: Article 15 -- Appx. A Wage Scales

Violation date 12/6/2020

Remedy: To be made whole. Make Whole

Supervisor first contacted: Colin Botto

Date of oral answer: 12/14/2020

Case facts:

The Company and the Union failed to follow the industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 compensation and Article 16 Benefits.

Delta Technician's Pay and Profit sharing for 2020 is equivalent to \$60.80 American Airlines pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97

I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

Signature of Grievant

Date

Handwritten signature of Greg Sullivan.

Signature of Chief Steward/
Union Representative

Handwritten signature of Greg Sullivan.

Print Name of Chief Steward/
Union Representative

Handwritten signature of Greg Sullivan.

Date

Exhibit #6 UA-142 Seitz IBT Closeout Ltr



International Brotherhood of Teamsters

Information of Complaint or Grievance



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

Part 1 - To be completed by Shop Steward and Employee.

Employee information:

Name: Jim Seltz File #: 115906 Station/Dept.: SFOMM

Seniority Date: Nov 6 89 Classification: Mechanic Days Off(Include Dates): RDO

Shop Steward: _____ Shift Start Time: 2045 Local Union# 986

Home Phone: _____ Cell Phone: 650-787-1110 Work Phone: _____

Home Address: 33459 Caliban Drive

City: Fremont State: CA Zip Code: 94555

Nature of Complaint:

Applicable Contract Provision(s) LOA #29 Industry Reset Article 15 Article 16 Date of Claimed Violation(s) 12/6/2020

Remedy Sought: Make whole

Supervisor First Contacted:(Name) Mike Hulett Date of Contact: 12/14/20

Date of Supervisors Oral Answer: _____

Case Facts :

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

The Company and the Union failed to follow the Industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 Compensation and Article 16 Benefits.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$60.80 American Airlines Pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97.

~~Exhibit #6 UA-142 Seitz IBT Closeout Ltr~~

12-14-20
Date:

Date:

Date:

Exhibit #7 Email to IBT Rep Greg Sullivan on Closeout and Re Opening Grievances

jimseitz@earthlink.net

From: Jim Seitz <jimseitz8@gmail.com>
Sent: Wednesday, February 10, 2021 11:47 PM
To: Jim Seitz
Subject: Fwd: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Begin forwarded message:

From: Greg Sullivan <gsullivan@teamsterssfo.com>
Date: February 10, 2021 at 11:43:31 AM PST
To: Jim Seitz <jimseitz8@gmail.com>
Cc: Greg Sullivan <gsullivan@teamsterssfo.com>, John Johnson <JJohnson@teamsterssfo.com>
Subject: RE: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Jim,

To answer the question about reinstating the grievances, your grievance (reference grievance # below) is at Step 2 after an internal review of our process here at SFO. The Company is not involved.

So, to make sure we have a clear understanding, do you concur with the decision to move your grievances (reference grievance # below) to Step 2 or do you object ?

Regards

Greg

Reference : (2020-986-SFO-UA-142), (2021-986-SFO-UA-2) , (2021-986-SFO-UA-5)

From: Jim Seitz <jimseitz8@gmail.com>
Sent: Tuesday, February 9, 2021 6:07 AM
To: Greg Sullivan <gsullivan@teamsterssfo.com>
Subject: Re: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Greg I received an email last week from Johnson that all the grievances that were closed out by the union are now open and going to the second step.

Could you please explain to me what part of the grievance procedure in the CBA was followed and who on the company side was involved in this process.

Why did the committee kill the grievances and then decided to do this?

Exhibit #7 Email to IBT Rep Greg Sullivan on Closeout and Re Opening Grievances

Is the company involved in this as well and who would that be?

I'll be in tomorrow morning and Thursday morning.

I would like to get some clarification on what is going on.

Thanks Jim

On Feb 3, 2021, at 10:49 AM, Jim Seitz <jimseitz8@gmail.com> wrote:

Greg you stated earlier that this grievance was at second step and scheduled for a hearing on the 26th.

What happened?

Why again did the grievance committee deny the grievance?

Could someone on the IBT grievance committee provide me with the hourly cost value of CARP for a United Technician for the 2020 calculation?

CARP is a ERISA covered plan so there must be some Federal Reporting requirements or reports that are filed on the plan value or cost.

I want to move this grievance to the 3rd step.

What do I need to do?

Thank you

Jim Seitz

On Feb 2, 2021, at 2:19 PM, Greg Sullivan
<gsullivan@teamsterssfo.com> wrote:

Jim,

Please review the attachments of the Grievance and the (Updated)
Close Out Letter.

Exhibit #7 Email to IBT Rep Greg Sullivan on Closeout and Re Opening Grievances

A printed copy will be provided upon your request.

Best Regards

Greg

<2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated).pdf>

<Jim Seitz 1st step grievance signed (2020-986-SFO-UA-142) (2)
page1.pdf>

<Jim Seitz 1st step grievance signed (2020-986-SFO-UA-142) (2)
page2.pdf>

Exhibit #8 Reset Hearing Questions on Procedural Issues

FIRST - PROCEDURAL QUESTIONS

I want to discuss the procedural actions that led us here. It is imperative because this may not even be a legitimate hearing. I am concerned you are just stalling me out to subvert my rights under the RLA, to make sure six-months goes by before I go to court. The law says if a grievance is closed / final and there is no process in the CBA to reopen it, then court is the proper place to be heard. So, with that:

1. What was the internal union process reopening these grievances?
2. Who took part in this internal process?
3. What was uncovered in this internal union process?
4. When / How was this internal Union process conducted? Was it Local or National AD?
(Closeout letters issued 02/02 and then reopened on 02/04 so . . .)

Exhibit #8 Reset Hearing Questions on Procedural Issues

5. Did United participate / agree? If not, how can you reopen it because they have already provided their answer? Again, no process in CBA for this at all.

6. On what provision of the CBA are you basing these decisions?

Please explain why the past practices and customs are not considered or acknowledged related to my grievance, specifically, the fact that the "numbers" I am requesting have been provided to me in both 2016 and 2018 with elaborate detail. None of this was considered, remarked upon, or explained.

Please explain to me when and how the contract was changed to create this new grievance process you have applied to my grievance. The contract language is clear regardless of whether you are using an electronic process or a paper process. You cannot arbitrarily add or subtract language to the contract now because you do not want to comply with the process. In the four years the contract has been in place the grievance process has never been carried out in this way.

Please explain to me what the union deliberated about and based its decision on. You have only attached what the company said. Is this part of the new process also? The union adopts the company position without any deliberation? Did the union even counter the company position at all with the fact that these numbers are given to the members and must be given to the

Exhibit #8 Reset Hearing Questions on Procedural Issues

members to ensure the contract is being followed? This is not unreasonable. Essentially, what you are saying is the same as the company just giving me a pay check but refusing to give me the paycheck stub with the information as to the hours worked, the rate of pay, and any deductions to justify why they are paying me what they are paying me. I have a right to know what they based the reset adjustment on in order to verify that the company has complied with the contract.

Exhibit # 9 2021-3-22 Email to IBT Greg Sullivan Status of Grievance

jimseitz@earthlink.net

From: Jim Seitz <jimseitz8@gmail.com>
Sent: Tuesday, March 23, 2021 9:31 PM
To: Jim Seitz
Subject: Fwd: Status

Begin forwarded message:

From: Jim Seitz <jimseitz8@gmail.com>
Date: March 22, 2021 at 10:31:48 AM PDT
To: Greg Sullivan <gsullivan@teamsterssfo.com>
Subject: Re: Status

Thanks Greg the deadline to appeal to SBA is fast approaching, is the union going to move both grievances forward? Have you filed the appeal yet?
If not instruct the company I want to move my grievances forward on my own without the union.

Thanks Jim

On Mar 17, 2021, at 12:09 PM, Greg Sullivan <gsullivan@teamsterssfo.com> wrote:

Jim, all documents you provided have been received by the company. The Union is currently reviewing the Companies Decision and Conclusion.

Regards

Greg

-----Original Message-----

From: Jim Seitz <jimseitz8@gmail.com>
Sent: Wednesday, March 17, 2021 4:24 AM
To: Greg Sullivan <gsullivan@teamsterssfo.com>
Subject: Status

Greg just checking in on my grievances I plan on moving these grievances forward and I wanted to talk to you about the RIF grievance

Exhibit # 9 2021-3-22 Email to IBT Greg Sullivan Status of Grievance

I sent in a list of the 104s who were held in SFOOV and I didn't see that sent to the company I sent another file an example of the list we want that shows where everyone bumped and who they bumped that was a 2008 IBT furlough.

Anyway the force majeure clause doesn't apply to bid area elimination and it looks like the company used the RIF to restructure SFO

I'll be back at work Sunday night if you want to meet and discuss these grievances

Thanks Jim

Exhibit #10 Email and Closeout letter from IBT Greg Sullivan

jimseitz@earthlink.net

From: Jim Seitz <jimseitz8@gmail.com>
Sent: Tuesday, March 23, 2021 12:44 PM
To: Jim Seitz
Subject: Fwd: 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)
Attachments: 2021-986-SFO-UA-2 Company Response.pdf; Untitled attachment 00003.html; 2021-986-SFO-UA-5 Company Response.pdf; Untitled attachment 00006.html; 2021-986-SFO-UA-2 (Seitz ETAL) Close Out Letter.pdf; Untitled attachment 00009.html; 2021-986-SFO-UA-5 (Seitz) Close Out Letter.pdf; Untitled attachment 00012.html

Begin forwarded message:

From: Greg Sullivan <gsullivan@teamsterssfo.com>
Date: March 23, 2021 at 7:12:21 AM PDT
To: jimseitz8@gmail.com
Cc: Greg Sullivan <gsullivan@teamsterssfo.com>, John Johnson <JJohnson@teamsterssfo.com>, Fred Wood <fwood@teamsterssfo.com>, Maurice McDonald <MMcDonald@teamsterssfo.com>
Subject: 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)

Jim,

I have attached the Close Out Letters for your review.

The decision by the Union to close out these grievances is final. Article 19.B.6 does not provide an avenue for you to move the grievances forward on your own.

Best Regards

Greg

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

James E Seitz

RECEIVED

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

Alameda

2021 JUL 12 P 3:51

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

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NO. DIST. OF CA.**DEFENDANTS**

INTL BROTHERHOOD OF TEAMSTERS, TEAMSTERS LOCAL 986, CHRIS GRISWOLD, PRINCIPLE OFFICER 986 UNITED AIRLINES UAL TECH OPS SFO

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

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

- | | PTF | DEF | | PTF | DEF |
|---|-----|-----|---|-----|-----|
| Citizen of This State | 1 | 1 | Incorporated or Principal Place of Business In This State | 4 | 4 |
| Citizen of Another State | 2 | 2 | Incorporated and Principal Place of Business In Another State | 5 | 5 |
| Citizen or Subject of a Foreign Country | 3 | 3 | Foreign Nation | 6 | 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC § 881	375 False Claims Act
120 Marine	310 Airplane	365 Personal Injury - Product Liability	690 Other	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	367 Health Care/ Pharmaceutical Personal Injury Product Liability	LABOR	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	368 Asbestos Personal Injury Product Liability	710 Fair Labor Standards Act	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	PERSONAL PROPERTY	720 Labor/Management Relations	430 Banks and Banking
151 Medicare Act	340 Marine	370 Other Fraud	<input checked="" type="checkbox"/> 740 Railway Labor Act	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	371 Truth in Lending	751 Family and Medical Leave Act	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	380 Other Personal Property Damage	790 Other Labor Litigation	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	385 Property Damage Product Liability	791 Employee Retirement Income Security Act	480 Consumer Credit
190 Other Contract	360 Other Personal Injury		IMMIGRATION	485 Telephone Consumer Protection Act
195 Contract Product Liability	362 Personal Injury -Medical Malpractice		462 Naturalization Application	490 Cable/Sat TV
196 Franchise	CIVIL RIGHTS	PRISONER PETITIONS	465 Other Immigration Actions	850 Securities/Commodities/Exchange
REAL PROPERTY	440 Other Civil Rights	HABEAS CORPUS		890 Other Statutory Actions
210 Land Condemnation	441 Voting	463 Alien Detainee		891 Agricultural Acts
220 Foreclosure	442 Employment	510 Motions to Vacate Sentence		893 Environmental Matters
230 Rent Lease & Ejectment	443 Housing/ Accommodations	530 General		895 Freedom of Information Act
240 Torts to Land	445 Amer. w/Disabilities-Employment	535 Death Penalty		896 Arbitration
245 Tort Product Liability	446 Amer. w/Disabilities-Other	OTHER		899 Administrative Procedure Act/Review or Appeal of Agency Decision
290 All Other Real Property	448 Education	540 Mandamus & Other		950 Constitutionality of State Statutes
		550 Civil Rights		
		555 Prison Condition		
		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

VI. CAUSE OF ACTION

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

Railway Labor Act 45 USC 151-188

Brief description of cause:

Breach of Duty of Fair Representation

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

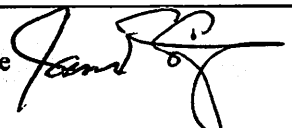
SAN JOSE

EUREKA-MCKINLEYVILLE

DATE 07/12/2021

SIGNATURE OF ATTORNEY OF RECORD

James E Seitz- Pro Se



INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
 - (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 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 six boxes.
 - (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no 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 Federal Rule of Civil Procedure 23.

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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

Date and Attorney Signature. Date and sign the civil cover sheet.