

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

DEBORAH DONOHO and )  
 CASSIDY HODGE, on behalf of )  
 themselves and those similarly situated, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 CITY OF PACIFIC, MISSOURI, )  
 )  
 Serve: )  
 )  
 Kim Barfield )  
 City Clerk )  
 300 Hoven Drive )  
 Pacific, MO 63069 )  
 )  
 Defendant. )

Cause No.

JURY TRIAL DEMANDED

**COMPLAINT**

COME NOW Plaintiffs Deborah Donoho (“Donoho”) and Cassidy Hodge (“Hodge”) (collectively “Plaintiffs”), by and through undersigned counsel, and for their Complaint against Defendant City of Pacific, Missouri (“Defendant” or “Pacific”), state as follows:

**INTRODUCTION**

1. Plaintiff Deborah Donoho is a citizen of the United States who resides in Washington, Missouri. Donoho’s Consent to Join this action under 29 U.S.C. § 216(b) is attached hereto as Exhibit 1.

2. Plaintiff Cassidy Hodge is a citizen of the United States who resides in Catawissa, Missouri. Hodge’s Consent to Join this action under 29 U.S.C. § 216(b) is attached hereto as Exhibit 2.

3. Plaintiffs bring this lawsuit as a collective action under the Fair Labor Standards

Act (“FLSA”), 29 U.S.C. § 201 *et seq.* to recover unpaid overtime owed to them and others similarly situated. Plaintiffs also assert individual claims for breach of contract and unjust enrichment under Missouri common law to recover unpaid wages owed for work performed during workweeks in which Plaintiffs worked less than forty (40) hours.

4. At all times relevant to this Complaint, Plaintiffs were employees of Defendant as defined by 29 U.S.C. § 203(e)(2)(C) and worked for Defendant within the territory of the United States within three years preceding the filing of this lawsuit.

5. Defendant is a municipal corporation, public agency, and political subdivision located within the State of Missouri and this District.

6. At all times relevant to this Complaint, Defendant was an employer of Plaintiffs as defined by the FLSA, including under 29 U.S.C. §203(d).

7. The FLSA authorizes court actions by private parties to recover damages for violation of its wage and hour provisions. This Court’s jurisdiction over Plaintiffs’ FLSA claims (Count I) is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

8. This Court also has supplemental jurisdiction over Plaintiffs’ Missouri common law breach of contract and unjust enrichment claims (Counts II-III) under 28 U.S.C. § 1367 in that Plaintiff’s MMWL claim is so related to her FLSA claim that they form part of the same case or controversy under Article III of the United States Constitution.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c), because Defendant may be found in this District and the challenged conduct occurred in this District.

### **FACTUAL ALLEGATIONS**

10. Defendant hired Donoho as municipal court clerk in or about November 2016 and transferred her to the Pacific Police Department (“PPD”) communication division in or about

February 2017, where she worked until November 2018.

11. The management of the PPD consists of a chief of police, captain, and lieutenant, each of whom were agents and employees of Defendant and exercised supervisory authority over dispatchers, including Plaintiffs.

12. Defendant hired Hodge as a dispatcher on or about August 22, 2016 and employed her until on or about June 21, 2018.

13. Defendant classified Plaintiffs as full-time, non-exempt employees.

14. Defendant paid Plaintiffs and other dispatchers on an hourly basis.

15. The primary job duties of dispatchers include answering 911 and other phone calls, working the police dispatch radio, communicating with police officers, and providing reports to other dispatchers at shift change.

16. Dispatchers performed their job duties from the dispatcher room within the PPD and were required to use computers, radios, and other equipment provided by Defendant.

17. Defendant required PPD dispatchers, including Plaintiffs, to arrive for their scheduled shifts 10-15 prior to the scheduled start times.

18. During the time prior to the scheduled shift change, dispatchers signed on to their computers and received reports from the outgoing dispatchers regarding, *inter alia*, calls received during the previous shift, warrants entered during the previous shift, the current status of on-duty police officers, and calls and/or traffic stops in progress. These duties were an integral part of dispatchers' required duties and constituted one or more of dispatchers' principal activities.

19. Dispatchers recorded their start times on weekly time sheets via a mechanical punch clock at the PPD.

20. Defendant required outgoing dispatchers to continue working beyond the scheduled

end of their shifts to give reports to the incoming dispatcher, complete calls in progress, and when call volume was high. These duties were an integral part of dispatchers' required duties and constituted one or more of dispatchers' principal activities.

21. When finished working, dispatchers recorded the time they stopped working on the same weekly time sheet via the mechanical punch clock.

22. One dispatcher was typically on duty at a time.

23. While on duty, dispatchers could not leave the dispatch room unless another dispatcher or a police officer was in the room and available to perform the dispatcher's duties.

24. PPD dispatchers did not receive scheduled meal breaks and were never completely relieved from duty during their shifts.

25. PPD dispatchers ate meals at their desks in the dispatch room and were required to answer phone calls, communicate with police officers, and perform other job duties during their meals.

26. If a PPD dispatcher required a restroom or other break, he or she had to find an on-duty police officer to work the radio during the break. If no police officer was available, the dispatcher could not take a break or use the restroom.

#### **FLSA COLLECTIVE ACTION ALLEGATIONS**

27. Plaintiffs bring this FLSA unpaid overtime claim as an "opt-in" collective action on behalf of themselves and similarly situated PPD dispatchers who file a consent to join under 29 U.S.C. § 216(b).

28. Defendant, through its agents and employees, implemented a common decision, policy, or plan to deny dispatchers overtime compensation for hours worked in excess of forty (40) hours per workweek.

29. PPD dispatchers seek relief on a collective basis challenging Defendant's policy and/or practice and the resulting failure to pay overtime.

30. Dispatchers were generally scheduled to work forty (40) hours per workweek.

31. Dispatchers routinely began working prior to the scheduled start of their shifts and continued working past the scheduled end of their shifts, which required dispatchers to work more than forty (40) hours during their workweeks.

32. Defendants recorded the hours dispatchers worked via a mechanical punch clock but did not record or properly utilize dispatchers' actual work time for payroll purposes.

33. Defendant commonly and inaccurately limited the time for which it paid dispatchers to the time dispatchers were scheduled to work.

34. Dispatchers, including Plaintiffs, regularly worked in excess of forty (40) hours per workweek.

35. Defendant was aware of the actual amount of time each dispatcher worked during the workweek based on the clock-in and clock-out times recorded on each dispatcher's weekly time sheet.

36. Defendant's management instructed that, for payroll purposes, dispatchers' scheduled time worked, rather than actual time worked, be utilized.

37. Defendant's management repeatedly told Plaintiffs and other dispatchers not to submit overtime or compensatory time requests for the time dispatchers worked before the scheduled start of their shifts.

38. Defendant's management repeatedly told Plaintiffs and other dispatchers not to submit overtime or compensatory time requests for the time dispatchers worked beyond the scheduled end of their shifts.

39. Defendant's management implemented a decision, policy, or plan to deny dispatchers overtime compensation for hours worked in excess of forty (40) hours per workweek.<sup>1</sup>

40. Plaintiffs were not paid overtime wages by Defendant for all hours worked in excess of forty (40) hours during each workweek.

41. Dispatchers received compensatory time off in lieu of overtime pay for hours worked in excess of forty (40) hours during each workweek only if the extra hours were scheduled.

42. Dispatchers did not receive compensatory time off or overtime pay for hours worked over forty (40) in a workweek for unscheduled hours actually worked, including time worked before and after the dispatchers' scheduled shifts.

43. As a result of Defendant's pay practices, dispatchers regularly worked in excess of forty (40) hours per workweek without receiving overtime pay or compensatory time off.

44. At all times relevant to this action, Defendant has been aware of the requirements of the FLSA and its corresponding regulations. Despite this knowledge, Defendant failed to pay Plaintiffs statutorily required overtime compensation.

45. Defendant failed to keep and retain accurate wage and hour records in violation of the FLSA.

46. Defendant's failure to pay overtime compensation, as alleged herein, in violation of federal law, has been willful, intentional, knowing, arbitrary, unreasonable and/or in bad faith.

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<sup>1</sup> The FLSA defines "employer" as "any person acting directly or indirectly in the interest of an employer in relation to an employee" and "employ" as "to suffer or permit to work," as these terms are broad and comprehensive in order to accomplish the remedial purposes of the FLSA. *United States v. Rosenwasser*, 323 U.S. 360, 362-63, (1945); 29 U.S.C. § 203(d), (g).

**COUNT I**

**VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA  
(Asserted By Plaintiffs Individually And On Behalf Of Those Similarly Situated)**

47. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs.

48. The FLSA requires an employer to pay non-exempt employees who work in excess of forty (40) hours in a workweek one-and-one-half (1.5) times the employee's regular rate of pay for time worked in excess of forty (40) hours. *See* 29 U.S.C. § 207(a)(1).

49. Defendant was the employer of Plaintiffs and other PPD dispatchers.

50. Plaintiffs and other PPD dispatchers were employees of Defendant within the three (3) years preceding the filing of this lawsuit.

51. Defendant is subject to the pay requirements of the FLSA.

52. Plaintiffs and those similarly situated are entitled to the rights, protections, and benefits provided under the FLSA as non-exempt employees.

53. During all times material to this Complaint, Plaintiffs and those similarly situated were non-exempt employees entitled to overtime benefits.

54. Defendant violated the FLSA's overtime requirements by failing to compensate Plaintiffs and those similarly situated for overtime for hours worked in excess of forty (40) per workweek at a rate of one-and-one-half times the regular rate of pay.

55. Defendant willfully violated the FLSA by failing to pay Plaintiffs and those similarly situated overtime compensation, in that, Defendant knew or showed reckless disregard for whether their wage and hour practices constituted prohibited conduct under the FLSA.

56. Plaintiff is entitled to an award of liquidated damages. Defendants will not be able to meet its high burden of proving that it acted in good faith and with objectively reasonable

grounds for believing that its conduct was not in violation of the FLSA.

WHEREFORE Plaintiffs seek judgment against Defendant, individually and as a collective action, as follows: an Order certifying a collective action class of similarly situated Opt-in Plaintiffs; judgment against Defendant for violation of the overtime wage provisions of the FLSA; an award of unpaid overtime wages; determination that Defendant's FLSA violations were willful; imposition of liquidated damages; pre-judgment and post-judgment interest as provided by law; an award of reasonable attorneys' fees, litigation and court costs; incentive awards as appropriate; and such other and further relief as the Court deems fair and equitable under the circumstances.

## **COUNT II**

### **BREACH OF CONTRACT (Asserted Individually By Plaintiffs)**

57. Plaintiffs Donoho and Hodge incorporate by reference the preceding paragraphs as if fully stated herein.

58. Plaintiffs fulfilled their obligation of performing work for Defendant.

59. Defendant failed to pay Plaintiffs for all time worked, including time worked before and after Plaintiffs' scheduled shifts.

60. Defendant failed to compensate Plaintiffs for all time worked at the correct rate of pay.

61. This count does not apply to Defendant's failure to properly pay Plaintiffs and those similarly situated at the premium rate for hours worked over forty (40) per week.<sup>2</sup>

62. As a result of Defendant's breach, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs Deborah Donoho and Cassidy Hodge respectfully pray this

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<sup>2</sup> Plaintiffs' claims for unpaid work time and wages in weeks in which they worked less than 40 hours in a workweek are commonly referred to as a gap time claims for unpaid straight time wages.



Court enter judgment in their favor and against Defendant the City of Pacific, Missouri; award them actual damages and costs; and for such other and further relief as the Court deems just and proper under the circumstances.

**COUNT III**

**UNJUST ENRICHMENT  
(Asserted Individually By Plaintiffs)**

63. Plaintiffs Donoho and Hodge incorporate by reference the preceding paragraphs as if fully stated herein.

64. Plaintiffs conferred benefits on Defendant resulting from their labor.

65. Defendant received such benefits conferred from Plaintiffs to Defendant.

66. Defendant acknowledged or recognized that Plaintiffs conferred such benefits to Defendant.

67. Defendant retained the benefits of the labor provided by Plaintiffs while failing to compensate them for time worked by paying them for all time worked and with the correct amount of compensation.

68. Defendants accepted and retained said benefits in circumstances that render such retention unjust. .

69. Defendant has thereby been unjustly enriched and Plaintiffs have been damaged.

70. This count does not apply to Defendant's failure to properly pay Plaintiffs and those similarly situated at the premium rate for hours worked over forty (40) per week.

WHEREFORE, Plaintiffs Deborah Donoho and Cassidy Hodge respectfully pray this Court enter judgment in their favor and against Defendant the City of Pacific, Missouri; award them actual damages and costs; and for such other and further relief as the Court deems just and proper under the circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiffs and those similarly situated hereby request a trial by jury of all issues so triable.

Respectfully Submitted,

By:           /s/ Kevin J. Dolley            
Kevin J. Dolley (E.D. Mo. #54132MO)  
LAW OFFICES OF KEVIN J. DOLLEY, LLC  
2726 S. Brentwood Blvd.  
St. Louis, MO 63144  
(314) 645-4100 (office)  
(314) 736-6216 (fax)  
kevin@dolleylaw.com

*Attorney for Plaintiffs Deborah Donoho,  
Cassidy Hodge and those similarly situated*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

**EXHIBIT**  
**1**

DEBORAH DONOHO,	)	
	)	
and	)	
	)	
CASSIDY HODGE, individually and on	)	
behalf of those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Cause No.
	)	
THE CITY OF PACIFIC, MISSOURI,	)	
	)	
Defendant.	)	

**CONSENT TO JOIN**

I WANT TO JOIN THIS LAWSUIT as an opt-in Plaintiff to assert claims for unpaid wages and overtime pursuant to the Fair Labor Standards Act (“FLSA”). I understand that I will be bound by any ruling, settlement, or judgment, whether favorable or unfavorable. I choose to be represented by the Law Offices of Kevin J. Dolley, LLC and other attorneys with whom the Firm associates, and I consent to and authorize my counsel to file and pursue this case as a collective action pursuant to the Fair Labor Standards Act.

  
\_\_\_\_\_  
Signature

Deborah A. Donoho  
\_\_\_\_\_  
Print Name

02.06.2019  
\_\_\_\_\_  
Date

P.O. Box 1575; Washington, MO 63090  
\_\_\_\_\_  
Address

314.610.1414  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Alternate Telephone Number

Debi@Legal-Ease.biz  
\_\_\_\_\_  
Email Address

**EXHIBIT**  
**2**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

DEBORAH DONOHO,	)	
	)	
and	)	
	)	
CASSIDY HODGE, individually and on	)	
behalf of those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Cause No.
	)	
THE CITY OF PACIFIC, MISSOURI,	)	
	)	
Defendant.	)	

**CONSENT TO JOIN**

I WANT TO JOIN THIS LAWSUIT as an opt-in Plaintiff to assert claims for unpaid wages and overtime pursuant to the Fair Labor Standards Act (“FLSA”). I understand that I will be bound by any ruling, settlement, or judgment, whether favorable or unfavorable. I choose to be represented by the Law Offices of Kevin J. Dolley, LLC and other attorneys with whom the Firm associates, and I consent to and authorize my counsel to file and pursue this case as a collective action pursuant to the Fair Labor Standards Act.

Chodge  
Signature

4656 Hwy NN Catawissa MO 63015  
Address

Cassidy Hodge  
Print Name

(314) 657 5550  
Telephone Number

1-29-19  
Date

(314) 606 0597  
Alternate Telephone Number

Chodge0327@gmail.com  
Email Address

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.)

I. (a) PLAINTIFFS

Deborah Donoho and Cassidy Hodge, on behalf of themselves and those similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Offices of Kevin J. Dolley, LLC 2726 South Brentwood Boulevard, Saint Louis, MO 63144 (314) 645-4100

DEFENDANTS

City of Pacific, Missouri

County of Residence of First Listed Defendant Franklin County (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABES CORPUS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): 29 U.S.C. Section 201 Fair Labor Standards Act. Brief description of cause: Collective action brought under the Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.

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: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/05/2019 SIGNATURE OF ATTORNEY OF RECORD /s/Kevin J. Dolley

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

## 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. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

**Reset**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI

Deborah Donoho and Cassidy Hodge, individually and on behalf of those similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
The City of Pacific, Missouri	)	
	)	
Defendant,	)	
	)	

**ORIGINAL FILING FORM**

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY  
WHEN INITIATING A NEW CASE.**

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS  
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER \_\_\_\_\_  
AND ASSIGNED TO THE HONORABLE JUDGE \_\_\_\_\_.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY  
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS \_\_\_\_\_ AND  
THAT CASE WAS ASSIGNED TO THE HONORABLE \_\_\_\_\_. THIS CASE MAY,  
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT  
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE  
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

**The undersigned affirms that the information provided above is true and correct.**

Date: 02/06/2019

Kevin J. Dolley  
Signature of Filing Party

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

Deborah Donoho, et al.

_____	)	
Plaintiff (s),	)	
	)	
v.	)	Case No.
	)	
City of Pacific, Missouri	)	
_____	)	
Defendant(s).	)	

NOTICE OF INTENT TO USE  
PROCESS SERVER

Comes now \_\_\_\_\_ Plaintiff  
(Plaintiff or Defendant)

Robert Pedroli

\_\_\_\_\_  
(name and address of process server)

130 South Bemiston, Suite 300

\_\_\_\_\_  
Clayton, MO 63105

To serve: \_\_\_\_\_ City of Pacific, Missouri

\_\_\_\_\_ in the  
(name of defendants to be served by this process server)

above-styled cause. The process server listed above possesses the requirements as stated in Rule 4 of the Federal Rules of Civil Procedure.

The undersigned affirms the information provided above is true and correct.

02/06/2019

\_\_\_\_\_  
(date)

Kevin J. Dolley

\_\_\_\_\_  
(attorney for Plaintiff)

\_\_\_\_\_  
(attorney for Defendant)





AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: