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23 *Attorneys for Plaintiff and the Proposed Class*

24 **IN THE UNITED STATES DISTRICT COURT**
25 **FOR THE DISTRICT OF NEVADA**

26 MICHAEL WARWAS, on behalf
27 of himself and all others
28 similarly situated,

Plaintiff,

v.

SPIRIT AIRLINES, INC.,

Defendant.

) CASE NO.: 2:23-cv-1367

) CLASS ACTION COMPLAINT

) (1) Interference in Violation
) of the FMLA

) (2) Retaliation in Violation of
) the FMLA

) **DEMAND FOR JURY TRIAL**

1 **CLASS ACTION COMPLAINT**

2 Plaintiff, Michael Warwas (“Plaintiff” or “Warwas”) brings this action
3 against Defendant, Spirit Airlines, Inc. (“Defendant” or “Spirit”), on behalf of
4 himself and those similarly situated (“Class” as defined below), and alleges as
5 follows:

6 **NATURE OF THE ACTION**

7 1. Spirit, a major commercial airline, maintains policies, practices and
8 procedures that violate the Family and Medical Leave Act (“FMLA”), 29 U.S.C. §
9 2601, *et seq.* and effectively interfere with, restrain, and deny the exercise of or the
10 attempt to exercise FMLA benefits by flight attendants (“FAs”). Moreover, when
11 Plaintiff opposed Spirit’s unlawful policies, practices, and procedures, it retaliated
12 against and eventually terminated him.

13 2. Accordingly, Plaintiff brings this class action seeking damages and
14 declaratory relief on behalf of himself and all other similarly situated Spirit FAs.
15 Plaintiff also brings individual claims to redress his own wrongful termination.

16 **PARTIES**

17 3. Plaintiff is an adult man, a U.S. citizen, and a resident of the State of
18 Minnesota.

19 4. Defendant is a Delaware corporation with its principal place of
20 business in Miramar, Broward County, Florida.

21 5. Defendant is a major commercial airline and purports to serve “more
22 than 90 destinations across the U.S., Latin America and the Caribbean.” *See*
23 <https://www.spirit.com/about-us>. At all relevant times, Defendant has
24 maintained a base of operations in Las Vegas, Nevada.

25 6. Defendant employs more than 50 people for each working day during
26 each of 20 or more calendar workweeks during the applicable time period, is
27 engaged in commerce or in an industry or activity affecting commerce, and thus,
28 is an employer as defined under the FMLA. 29 C.F.R. § 825.104.

JURISDICTION AND VENUE

7. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff brings this class action based on federal questions under the FMLA, 29 U.S.C. § 2601, *et seq.*

8. Venue is proper in this District under 28 U.S.C. § 1391 because Spirit resides, transacts business, or has offices in this District, and a substantial part of the acts and omissions alleged herein took place in this District.

SUBSTANTIVE ALLEGATIONS

A. Spirit’s Leave Policies Violate the FMLA

9. At all relevant times herein, Spirit has implemented and enforced certain family and medical leave policies that violate the FMLA.

10. The FMLA entitles eligible employees of covered employers like Spirit to take unpaid job-protected leave for specified family and medical reasons.

11. Among other things, FAs must meet the FMLA’s “hours of service requirement” to be entitled to FMLA leave. Airline flight crew personnel are subject to special FMLA eligibility rules. *See* 29 C.F.R. § 825.801.

12. Specifically, under the FMLA as it pertains to flight crew personnel, a FA will meet the “hours of service requirement,” if during the previous twelve (12) months, he or she has:

- a. Worked or been paid for not less than 60 percent of the employee’s applicable monthly guarantee; and
- b. Worked or been paid for not less than 504 hours. *Id.*

13. The hours an employee has “worked” are the employee’s “duty hours,” which are all hours during which an employee is designated to work, and “encompass time spent performing a variety of support duties that begin before a plane takes flight and end after it lands.” *See* FMLA FAQ <https://www.dol.gov/agencies/whd/fmla/faq>.

1 14. In addition, “[i]n the event an employer of airline flight crew
2 employees does not maintain an accurate record of hours worked or hours paid,
3 the employer has the burden of showing that the employee has not worked or
4 been paid for the requisite hours. Specifically, an employer must be able to clearly
5 demonstrate that an airline flight crew employee has not worked or been paid for
6 60 percent of his or her applicable monthly guarantee or for 504 hours during the
7 previous 12 months in order to claim that the airline flight crew employee is not
8 eligible for FMLA leave.” 29 C.F.R. § 825.801(d).

9
10 **i. Spirit’s FMLA Eligibility Policy Excludes Certain
Hours Worked.**

11 15. Duty hours include all pre- and post-flight time during which FAs
12 perform duties.

13 16. Spirit requires Plaintiff and the Class members to report to the
14 airport or designated location sixty (60) minutes prior to scheduled departure if
15 the flight is departing from the FA’s home base, or fifty (50) minutes prior to
16 scheduled departure if the flight is departing outside of the FA’s home base.
17 During this time, Plaintiff and the Class members are required to attend pre-flight
18 briefings and remain on board to greet and assist passengers during the entire
19 boarding process. Spirit also requires Plaintiff and the Class members to stay on
20 board for at least thirty (30) minutes after the aircraft is secured at the unloading
21 point to assist passengers during the entire deplaning process.

22 17. Spirit, however, does not include all duty hours when calculating the
23 “hours of service requirement” for FMLA eligibility. Instead, Spirit uses “credit
24 hours” to calculate the hours-of-service requirement. Credit hours omit most of
25 the pre- and post-flight duty hours; credit hours are comprised of “block hours,”
26 i.e., the time beginning when an aircraft first moves for the purpose of a flight
27 (that is, is moved off the ramp blocks) and ending when the aircraft is next
28 secured back onto the ramp blocks at the destination point.

1 18. Because Spirit uses only block hours, rather than duty hours, to
2 calculate the hours-of-service requirement for FMLA eligibility, Spirit unlawfully
3 fails to include the time FAs are working pre- and post- flight – which is at a
4 minimum eighty (80) to ninety (90) minutes of time per flight. In this way, Spirit
5 excludes certain hours worked when calculating the hours-of-service requirement,
6 in violation of the FMLA.

7 19. As a result of this unlawful policy and practice, Spirit regularly
8 interferes with, restrains, or denies the exercise of or the attempt to exercise the
9 FMLA benefits by FAs. Plaintiff and members of the Class have been denied
10 FMLA leave based on these policies and practices that do not comply with the
11 FMLA.

12 **ii. Spirit's FMLA Eligibility Policy Requires a Higher Number**
13 **of Hours than the FMLA Permits.**

14 20. In addition, Spirit has a consistent policy and/or practice of requiring
15 FAs to maintain a higher number of hours than required under the law to qualify
16 for FMLA. For example, Spirit tells its FAs that 520 credit hours, rather than 504
17 duty hours, are required for FMLA eligibility.

18 21. Further, Spirit has a policy and/or practice of deducting more hours
19 from FAs' available FMLA leave hours than the FAs request, resulting in deficient
20 leave hours available to FAs.

21 22. As a result of these unlawful policies and practices, Spirit regularly
22 interferes with, restrains, or denies the exercise of or the attempt to exercise the
23 FMLA benefits by FAs. Plaintiff and members of the Class have been denied
24 FMLA leave based on these policies and practices that do not comply with the
25 FMLA.

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1 **iii. Spirit Fails to Count the Paid 36 Hours Per Month**
2 **Toward FMLA Eligibility Requirement**

3 23. Starting in March 2020, Spirit issued several Memorandums of
4 Understanding (“MOU(s)”) in response to the novel coronavirus (“COVID-19”).

5 24. On March 27, 2020, “to implement a temporary and voluntary
6 program to reduce [FA] headcount given the challenging market conditions
7 caused by COVID-19,” Spirit offered certain eligible FAs, “COVID-19 Voluntary
8 Time Off (‘CVTO’) leaves.”

9 25. Pursuant to the CVTO, among other promises, Spirit agreed to pay
10 each FA on CVTO leave for an entire bid month, “paid and credited thirty-six (36)
11 hours (which [was] considered compensation) at the [FA’s] applicable hourly rate,
12 payable on the first pay period of the month.” *See* COVID MOUs dated March 27,
13 2020 and August 12, 2020, <https://spiritafa.org/loas>.

14 26. As discussed above, pursuant to the FMLA, an FA meets the hours-
15 of-service requirement if the FA, *inter alia*, “has worked **or** been paid for not less
16 than 504 hours.” 29 C.F.R. § 825.801 (emphasis added); 29 U.S.C. § 2611.

17 27. Despite having paid FAs 36 hours per month while on CVTO, Spirit
18 refused to count those hours toward the FA’s hours-of-service requirement for
19 FMLA eligibility.

20 28. As a result, Spirit routinely denied FMLA leave to FAs who have
21 taken CVTO, on the basis that they do not have the necessary hours of service for
22 FMLA eligibility.

23 29. Spirit’s enforcement of the CVTO policy interferes with, restrains,
24 and/or denies the exercise of or the attempt to exercise the FMLA benefits
25 Plaintiff and members of the Class.

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PLAINTIFF’S EXPERIENCE

A. Warwas’s Employment with Spirit

30. Warwas was employed by Defendant as a FA on or around November 11, 2013 until he was terminated on or around September 4, 2021.

31. A FA’s base airport is known as the “domicile” or “home base.” Plaintiff’s “home base” was Las Vegas, Nevada throughout the entire period of his employment with Defendant.

32. At all relevant times herein, Warwas was eligible for FMLA because he worked for a FMLA-covered employer and at all relevant times met the hours-of-service requirement.

B. Spirit Improperly Denies FMLA Coverage to Warwas

33. On or about January 12, 2019, Plaintiff contacted Spirit’s third-party FMLA administrator, Unum, and requested intermittent FMLA leave pursuant to his doctor’s suggestion and medical needs.

34. At all times herein mentioned, Unum was the agent or employee of Spirit and was acting within the course and scope of such agency or employment.

35. Spirit approved and Plaintiff utilized intermittent and continuous FMLA leave at several points throughout 2019 and 2020, while continuing to work as a FA for Defendant.

36. On June 21, 2019, Spirit issued Plaintiff a final disciplinary warning based on Plaintiff’s attendance record.

37. Plaintiff’s attendance record included dates Spirit recorded as “Sick Calls.” Several of those dates were not “Sick Calls,” but were, in fact, protected leave under the FMLA.

C. Plaintiff Files a Complaint with the DOL, Which Determines That Spirit Violated the FMLA

38. Because Spirit incorrectly recorded several of Plaintiff’s absences as Sick Calls when they should have been covered by his FMLA leave, Plaintiff

1 contacted the Department of Labor (“DOL”) in or about December 2019 and
2 requested that the DOL investigate potential FMLA violations by Spirit.

3 39. On or about August 13, 2020, the DOL informed Plaintiff of its
4 findings, *inter alia*, that Spirit violated the FMLA when it failed to apply Plaintiff’s
5 FMLA leave to certain past absences.

6 40. On or about August 27, 2020, Spirit informed the DOL that it would
7 revise Plaintiff’s FMLA balance, treating several of his past absences as FMLA
8 protected.

9 41. In Spirit’s August 27, 2020 communication to the DOL, Defendant
10 confirmed that Plaintiff had FMLA leave hours available at the time.

11 **D. Spirit Improperly Denies FMLA Leave of Warwas**

12 42. On or about September 9, 2020, Unum sent Plaintiff a letter stating
13 that Plaintiff did not have any FMLA hours available, despite Spirit’s statement to
14 the DOL on August 27, 2020, that Plaintiff had FMLA leave hours available.

15 43. On or about September 26, 2020, Plaintiff submitted a new request
16 for FMLA leave to Spirit pursuant to his doctor’s suggestion and medical needs.

17 44. In or around September 2020, Sedgwick took over as Spirit’s third-
18 party FMLA administrator for Unum.

19 45. At all times herein mentioned, Sedgwick was the agent or employee
20 of Spirit and was acting within the course and scope of such agency or
21 employment.

22 46. On or about October 20, 2020, Sedgwick sent Plaintiff a letter stating
23 that Plaintiff did not meet the FMLA’s eligibility requirements because he did not
24 have the requisite number of hours worked to establish eligibility. Spirit, through
25 Sedgwick, denied Plaintiff’s FMLA request. As a result, his subsequent absences
26 were erroneously coded as Sick Calls instead of FMLA leave.

27 47. However, as of October 20, 2020, Plaintiff had, in fact, the requisite
28 hours-of-service necessary for FMLA leave.

1 48. Further, on more than one occasion, Spirit deducted more hours
2 from Plaintiff's available FMLA leave than he had requested and/or was
3 reasonably necessary in light of his medical needs.

4 49. Additionally, Plaintiff bid for and was granted CVTO from April
5 through August 2020. During this time, Plaintiff was paid 36 hours per month
6 while on CVTO leave.

7 50. Although Warwas was paid 36 hours per month while he was on
8 CVTO leave, those hours were not counted towards his "hours of service"
9 requirement to be eligible for FMLA leave.

10 51. On or about March 10, 2021, Plaintiff made a second complaint to the
11 DOL and again requested that the DOL investigate potential FMLA violations by
12 Spirit.

13 52. On or about June 15, 2021, the DOL issued its findings, *inter alia*,
14 that Spirit violated the FMLA when it failed to keep accurate records regarding
15 Plaintiff.

16
17 **E. Spirit Retaliates Against Plaintiff for Making Complaints about
18 Spirit's FMLA Non-Compliance and Eventually Terminates Him.**

19 53. On or about March 4, 2021, Spirit required Plaintiff to attend an
20 "investigatory meeting" based on his absence from work on December 4, 2020.
21 Plaintiff had requested to use FMLA leave on this date, but Spirit denied his
22 request, citing insufficient hours of service. Thus, Spirit counted this absence as a
23 "Sick Call." Plaintiff's absence on December 4, 2020 was due to the same medical
24 condition for which he had requested and been denied FMLA leave on or about
25 September 9, 2020 and October 20, 2020.

26 54. Plaintiff in fact had sufficient hours of service for FMLA eligibility.

27 55. On June 22, 2021, Spirit required Plaintiff to attend an investigatory
28 meeting based on his absences from work between March 13, 2021 and May 7,
2021. Plaintiff's absences during this period were due to the same medical

1 condition for which he had requested and been denied FMLA leave on or about
2 September 9, 2020 and October 20, 2020. Plaintiff had requested to use FMLA
3 leave on these dates, but Spirit denied his request, citing insufficient hours of
4 service.

5 56. Plaintiff in fact had sufficient hours of service for FMLA eligibility.

6 57. On or about September 4, 2021, Spirit informed Warwas he was
7 terminated because of his attendance record.

8 **CLASS ACTION ALLEGATIONS**

9 58. Plaintiff brings this lawsuit both on behalf of himself and on behalf of
10 a nationwide class and subclass as defined below, pursuant to Federal Rules of
11 Civil Procedure 23(a), as well as subsections (b)(3) and/or (c)(4):

12 All current and former flight attendants who were employed by
13 Spirit and based in the United States, at any time during the
14 period from three years prior to the filing of the original
complaint in this action through the date of final judgment.

15 59. **Ascertainability and Numerosity:** the potential members of the
16 Class as defined herein are so numerous that joinder would be impracticable.
17 Plaintiff is informed and believes, and thereon allege, the Class are comprised of
18 hundreds, if not thousands, of persons and is so numerous that joinder of all
19 members is impracticable. The exact size of the Class and the identity of the
20 members of the Class are ascertainable from the business records maintained by
21 Defendant. The Class may be notified of the pendency of this action by mail, or
22 other appropriate media, using the notice similar to that which is customarily
23 used in wage and hour class actions.

24 60. **Commonality:** There is a well-defined community of interest and
25 common questions of law and fact that predominate over any question affecting
26 only individual members of the Class. These common legal and factual questions,
27 which do not vary from members of the Class, and which may be determined
28

1 without reference to the individual circumstances of any members of the Class,
2 include, but are not limited, to the following:

- 3 a. Whether Spirit has a policy and/or practice of requiring FAs to
4 accrue more than the hours required by the FMLA to be
5 eligible for leave under the FMLA;
- 6 b. Whether Spirit has a policy and/or practice of excluding
7 certain hours worked in violation of the FMLA's hours-of-
8 service requirement;
- 9 c. Whether Spirit has a policy and/or practice of excluding
10 certain hours paid in violation of the FMLA's hours-of-service
11 requirement;
- 12 d. Whether, as a result of Spirit's misconduct as alleged herein,
13 members of the Class and Subclass are entitled to damages,
14 restitution, declaratory relief, and other remedies, and, if so,
15 the amount and nature of such relief.

16 61. **Typicality:** Plaintiff's claims are typical of the claims of the members
17 of the Class as all members of the Class are similarly affected by Defendant's
18 wrongful conduct in violation of federal law that are complained of herein. The
19 claims arise from the same course of conduct, and the relief sought is common.

20 62. **Adequacy of Representation:** Plaintiff is a member of the Class
21 and will fairly and adequately protect the interests of the members of the Class
22 because: (1) his interests do not conflict with the interest of the individual
23 members of the Class he seeks to represent; (2) he has retained counsel
24 competent and experienced in employment class action litigation; and (3) he
25 intends to prosecute this action vigorously.

26 63. **Superiority:** A class action is superior to all other available methods
27 for the fair and efficient adjudication of this controversy. The expense and burden
28 of individual litigation would make it impracticable or impossible for members of

1 the Class to prosecute their claims individually. The litigation and trial of the
2 class-wide claims are manageable. Questions of law and fact common to the Class
3 predominate over any questions affecting only individual members of the Class.
4 Each member of the Class has suffered injury and is entitled to recover by reason
5 of Defendant’s unlawful conduct. Common proof as to Defendant’s conduct,
6 including Defendant’s own documents will be available to demonstrate the
7 uniformity of Defendant’s conduct.

8 **COUNT I**
9 **Interference in Violation of the FMLA**
10 **(On Behalf of Plaintiff and the Class)**

11 64. Plaintiff repeats and realleges the allegations in paragraphs 1 through
12 63 above as though fully set forth herein.

13 65. The FMLA provides that flight crew personnel are entitled to FMLA
14 leave benefits and, specifically, job-protected leave, if they meet the hours-of-
15 service requirement of having worked or been paid for not less than 60 percent of
16 the employee’s applicable guarantee and having worked or been paid for not less
17 than 504 hours in the twelve-month period preceding the request for leave. 29
18 C.F.R. § 825.801.

19 66. The FMLA further provides that “[i]t shall be unlawful for any
20 employer to interfere with, restrain, or deny the exercise of or the attempt to
21 exercise, any right provided under” the FMLA. 29 U.S.C.A. § 2615.

22 67. At all relevant times herein, Plaintiff and the members of the FMLA
23 Class were employed by Spirit, a FMLA-covered employer.

24 68. At all relevant times herein, Plaintiff and the members of the FMLA
25 Class were entitled to protections afforded under the FMLA and have a right to be
26 free of policies that interfere with, restrain, or deny the exercise of or the attempt
27 to exercise lawful use of FMLA benefits.
28

1 77. At all relevant times herein, Warwas was employed by Spirit, an
2 FMLA-covered employer.

3 78. At all relevant times herein, Warwas was entitled to protections
4 afforded under the FMLA.

5 79. As described above, Spirit has committed violations of the FMLA
6 against Warwas by, *inter alia*, retaliating against and eventually terminating
7 Warwas for asserting his rights protected by the FMLA.

8 80. As a direct and proximate cause of Spirit's FMLA violation, Warwas
9 suffered and continue to suffer damages, and seek, *inter alia*: back pay, front pay,
10 compensatory damages, special damages, general damages, attorney's fees and
11 costs.

12 81. Spirit's unlawful conduct in violation of the FMLA was intentional
13 and/or was not carried out in good faith, and therefore, Warwas is entitled to an
14 award of liquidated damages.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for the following relief on behalf of himself,
17 the Class, and the Subclass against Defendant:

18 1. Certification of this action as a class action and appointment of
19 Plaintiff and Plaintiff's counsel to represent the Class;

20 2. Provision of the class notice to members of the Class as defined
21 above;

22 3. A declaratory judgment that Defendant knowingly and intentionally
23 violated the certain provisions of the FMLA;

24 4. Compensatory damages according to proof;

25 5. Statutory damages, liquidated damages, and penalties according to
26 proof;

27 6. Pre-judgment interest on all sums collected;

28 7. Reasonable attorneys' fees and costs pursuant to applicable law;

- 1 8. Costs of suit herein; and
2 9. For such other relief as the Court may deem just and proper.

3 **JURY DEMAND**

4 Plaintiff demands a trial by jury on all issues so triable.

5 Dated: September 1, 2023 /s/ Kathryn L. Bain

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*Attorneys for Plaintiff and the Proposed
Class*

CIVIL COVER SHEET

JS 44 (Rev. 08/18)

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

MICHAEL WARWAS, on behalf of himself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Kathryn L. Bain, Bain Mazza & Debski LLP, 10300 W. Charleston Blvd., Ste. 13-191, Las Vegas, NV 89135, 702-919-1090

DEFENDANTS

SPIRIT AIRLINES, INC.,

County of Residence of First Listed Defendant Broward County, Florida
(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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

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. § 2601, et seq.

Brief description of cause:
Family and Medical Leave Act ("FMLA")

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ TBD

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

September 1, 2023

/s/ Kathryn L. Bain

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. 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.

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

UNITED STATES DISTRICT COURT

for the
District of Nevada

MICHAEL WARWAS, on behalf of himself
and all others similarly situated,

Plaintiff(s)

v.

SPIRIT AIRLINES, INC.,

Defendant(s)

Civil Action No. 2:23-cv-1367

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

SPIRIT AIRLINES, INC.,
CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kathryn L. Bain
Bain Mazza & Debski LLP
10300 W. Charleston Blvd., Suite 13-191
Las Vegas, NV 89135
(702) 919-1090

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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: