

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION**

ROBERT REESE, Individually, and
on behalf of all others similarly situated,

Plaintiff,

CASE NO.:
CLASS REPRESENTATION

v.

JD CLOSEOUTS, LLC, Florida Limited Liability
Company and JD CLOSEOUTS.COM INC, Florida
Profit Corporation

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, ROBERT REESE, Individually, and on behalf of all others similarly situated (hereinafter “Plaintiff” or “the Class”), bring this class action against the above captioned Defendants, JD CLOSEOUTS.COM INC., and JD CLOSEOUTS, LLC, (hereinafter collectively referred to as “Defendants”), pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Fla. Stat., and various other violations of Florida State law to recover damages for unlawful, deceptive and misleading business practices in the State of Florida. In support thereof, Plaintiff state as follows:

PRELIMINARY STATEMENT

This action seeks to remedy deceptive and systemic practices employed upon unsuspecting purchasers. The Plaintiff and the Class seek to bring an element of transparency to the way Defendants market their products, by highlighting the representations, and omissions, made to prospective purchasers and the falsity, or misleading nature, of those representations resulting in a gross injustice of selling junk for dollars. By blatantly misrepresenting the product

it is selling and giving misleading representations and omissions, Defendants have essentially stolen from the Plaintiff and the Class for the sake of reaping untold millions of dollars in profits. These deceptions are perpetuated so as to prevent prospective purchasers from realizing the obvious – that the merchandise that Defendants sells are a terrible investment which makes little economic sense and, most likely, will never pay off. The Plaintiff and the Class purchased from Defendants with the goal of buying products at a discounted rate in order to turn a profit when they sold them individually. The Plaintiff and the Class relied upon Defendants’ representations in choosing to purchase from Defendants.

Plaintiff alleges that Defendants knew about these improper practices, conspired to perpetuate these fraudulent and misleading practices upon its customers, and took advantage of them in order to make the most amount of profit possible. Defendants preyed upon, and took advantage of, the trust placed in their hands by these prospective clients, and the Plaintiff and the Class now seek to vindicate their interests through the court system.

JURISDICTION AND VENUE

1. This Court has jurisdiction of the causes of action set forth in this Complaint pursuant to the Class Action Fairness Act of 2005. 28 U.S.C. 1332(d).

2. Venue is proper to this Court pursuant to 28 U.S.C. 1391(b)(2) and Fla. Stat. §47.011, because a substantial part of the events or omissions giving rise to the Plaintiff’ claims took place in Broward County at Defendants’ Hollywood, Florida warehouse located at 4200 North 29th Avenue, Hollywood, Florida.

PARTIES

3. Plaintiff, Robert Reese is an adult resident of Palm Coast, Florida.

4. Plaintiff, Robert Reese purchased “slightly used” furniture from Defendants on or

about July 9, 2013.

5. Defendant, JD CLOSEOUTS, LLC, is a Florida Limited Liability Corporation with its principal offices located at 4200 North 29th Ave. Unit D, Hollywood, Florida 33020. JD CLOSEOUTS, LLC operates warehouses that specialize in closeouts and surplus merchandise and ship throughout the United States of America.

6. Defendant, JD CLOSEOUTS.COM INC., is a Florida profit corporation with its principal offices located at 4200 North 29th Ave. Unit D, Hollywood, Florida 33020. JD CLOSEOUTS.COM INC., operates warehouses that specialize in closeouts and surplus merchandise and ship throughout the United States of America.

7. At all times relevant to this suit, Defendants were so intertwined as to render the corporate segmentation between them a sham. Thus, a person allegedly acting as an agent of only one of the Defendants was in fact acting as an agent for both Defendants.

8. Upon information and belief, Defendant, JD CLOSEOUTS, LLC, develops and oversees the implementation of all policies and procedures at JD CLOSEOUTS.COM INC. including without limitation policies and procedures concerning JD CLOSEOUTS.COM INC., Defendant, JD CLOSEOUTS.COM INC., then implements and carries out the policies and procedures developed and imposed by JD CLOSEOUTS, LLC. Throughout all their activities, JD CLOSEOUTS, LLC and JD CLOSEOUTS.COM INC. acted as alter egos of one another.

CLASS ACTION ALLEGATIONS

9. Pursuant to Fed. R. Civ. P. 23(a), the named Plaintiff seek class certification and is a member of the following Class he seeks to represent: All parties who purchased from and/or are clients of Defendants during the relevant time period.

10. This action is properly maintainable pursuant to Fed. R. Civ. P. 23(b)(1)(a) because prosecuting separate actions by or against individual class members would create a risk of: (a) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; and (b) adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

11. This action is also properly maintainable pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3) because the party opposing the class has action or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole. Furthermore, the questions of law or fact common to the Class members predominate over any question of law or fact affecting only individual members of the Class. The predominant questions of law or fact are clear, precise, well-defined, and applicable to each named Plaintiff as well as every absent member of the proposed Class.

12. Class representation is also superior to other available methods for the fair and efficient adjudication of the controversy for a number of reasons, including, but not limited to, the following: (1) class members do not have the resources to bring their claims individually; (2) prosecution of separate claims by individual members of the Class would create a risk of inconsistent adjudications which would establish incompatible standards of conduct for

Defendants; and (3) it would be an inefficient use of scarce judicial resources to require each student affected by the practices challenged herein to bring his or her own individual claim.

13. Numerosity: This action satisfies numerosity. The class defined in paragraph 10 is sufficiently numerous that separate joinder of each member is impracticable as the class will be comprised of up to 1,000 or more absent Class members.

14. Commonality: The named Plaintiff's claims raise questions of law and fact common to each member of the Class, which include, but are not limited to:

a) Whether Defendants induced and misled students to purchase from Defendants by using misrepresentations, fraudulent claims and/or omissions of material facts regarding the quality of Defendants products;

b) Whether Defendants omitted and concealed information and failed to provide prospective purchasers and/or clients with full disclosure of material facts in marketing Defendants; including, but not limited to, quality, age and value of products sold;

c) Whether Defendants' conduct violated FDUTPA.

15. Typicality: The claims of the named Plaintiff are typical of the claims of the Class members because the Plaintiff was a purchaser and/or client in justifiable reliance of Defendants' misrepresentations.

16. Adequacy: The named Plaintiff will vigorously pursue the claims alleged herein on behalf of himself and other students similarly situated. The named Plaintiff's claims have no adverse interests to the proposed absent Class members because he asserts the same claims and seeks the same relief as would the absent Class members if each were to bring a similar action individually. The named Plaintiff will adequately protect and represent the interests of each absent Class member. Counsel who brings this action for the named Plaintiff and proposed

Class are experienced in class action practice and procedure.

I. Background

17. Upon information and belief, the continued violations of FDUTPA under Chapter 501, Florida Statutes, complained of herein, have been practiced and imposed upon all purchasers and/or clients who purchased from Defendants and present questions of law and/or fact that are common to the claims of the Plaintiff and of each member of the Class.

18. Due to confidentiality reasons with its vendors, Defendants cannot and do not disclose which stores their products come from.

19. Defendants through representations and their websites claim that Closeouts (also Liquidation) means:

“Closeouts are generally considered to be excess from a previous season's production and are the result of changes in color, design, and fabric or missed deliveries. Closeouts by definition should all be first quality. Name-brand companies are left with billions of dollars in excess inventory each year and are forced to sell their excess inventory for several reasons: Products must be removed from shelves to make room for newer models; a change in financial circumstances or strategy may result in canceled orders; manufacturers may be downsizing or moving facilities; companies may need to reduce inventories for accounting reasons. As a result, the companies are forced to sell this first-quality inventory quickly and below their cost.”

20. Defendants through representations and their websites claim that Overrun (also Overstock) means:

“Overruns are over production from specific cuttings or orders and are generally the result of the order not matching the amount of material needed. The amount of cloth needed to produce 30 shirts may actually be enough to produce 45 shirts and therefore we have a 15 shirt overrun”

21. Defendants through representations and their websites claim that Department Store Returns (also Salvage Merchandise) means:

“Customer returns include an extensive range of merchandise including products actually purchased and then returned by customers, in store damages, marked out of stock

products and case packs that have been opened. Most of these products are sold by the truckload from various points around the country. The products are either sold as a percentage of the cost of retail or by the pallet. The store returns are less than perfect merchandise. The merchandise may be slightly damaged, missing a piece, discolored, or be in a damaged box. On the other hand you usually get a large amount of products that are like new. A small percentage of the merchandise may have to be discarded. You are generally paying between 8-12% of the retail price. Even with a small throw away percentage and with some of the merchandise slightly imperfect, it turns out that you usually double or triple your money. Yes, there will be the occasional sour lemon, but if you continue to purchase the merchandise on a regular basis, you will see that it is worth your while.”

22. Defendants through representations and their websites claim that Surplus means:

“Any inventory, merchandise, or equipment that can no longer be sold at the regular retail or wholesale price, but still possesses value. Surplus is generally caused by discontinuations, overruns, closeouts or overstock. Most businesses have a need to liquidate 2-5% of their products as surplus.”

23. Defendants through representations and their websites claim that F.O.B. means:

“This stands for Freight on Board. Basically, it is the location where the merchandise is being shipped from. This is where we will send the truck to pick up your merchandise.”

24. As part of Defendants representations they answer the question “Why would a company Purchase Closeouts?” Defendants state:

“The off price industry accounts for hundreds of millions of dollars a year in retail sales. Discount retailers, swappers (flea market vendors), auctioneers, exporters, wholesalers and many other companies purchase these products. Closeouts are usually purchased at a substantial discount to first quality in line production. These discounts can be from 15% to 80% off first quality prices. These discounts are usually passed on to the consumer and afford a merchant the opportunity to promote a product at a discount to the market.”

25. Defendants knew that they were deceiving the purchasers and/or clients about the quality and/or the previous owner of the merchandise.

26. Defendants knew, but failed to tell the purchasers and/or clients they were selling to, including the Plaintiff, that: (1) the products they would receive were not what they purchased; (2) that Defendants after receiving funds would force the purchasers and/or clients to

sign a purchase agreement that (a) after the fact tells the purchasers and/or clients that the merchandise is “as is”(b) after the fact tells the purchasers and/or clients that the merchandise is “with no implied warranty or guarantee”; and (c) after the fact tells the purchasers and/or clients that “Customer accepts all responsibilities of purchasing said type of merchandise and purchases said merchandise with the understanding that there can be no refunds, exchanges or credits of merchandise due to dissatisfaction or condition of merchandise.

27. Defendants treated Plaintiff, and those similarly situated, as profit centers in which they extracted as much money as possible from the purchasers and/or clients before switching the terms of the agreement so as to shield themselves from litigation.

28. In the aftermath of its lies and deception, Defendants left purchasers and/or clients out of thousands of dollars of cash and left with no-use, garbage product.

II. General Allegations Applicable to the Plaintiff and the Class

29. This action arises out of a fraudulent scheme conceived and operated by Defendants in connection with the wholesale of products.

30. Defendants induced Plaintiff and the Class to purchase from them by making one or more, and in many cases all, of the following false and fraudulent representations:

- a) Purchasers can double or triple the money invested;
- b) The merchandise may be slightly damaged, missing a piece, discolored, or be in a damaged box;
- c) You usually get a large amount of products that are like new;
- d) A small percentage of the merchandise may have to be discarded;
- e) Yes, there will be the occasional sour lemon, but if you continue to purchase the merchandise on a regular basis, you will see that it is worth your while;

31. It was, and is, the custom and practice of Defendants to make these representations to recruit each prospective applicant and induce them to purchase from Defendants in reliance thereon.

32. The true facts are as follows. Defendants products are not mostly in “like new” condition. Defendants get their products from various used locations such as the Salvation Army. Most of Defendants products are substantially older products and are not suited for resale to make a profit. Defendant knowing these things to be true, induced purchaser and/or clients after sending money in for purchase to sign a sales agreement that waives essentially all rights to refunds.

33. Defendants were aware that the products they were representing to its purchasers and/or clients were false as to quality.

34. Defendants knew that when purchasers and/or clients would receive Defendant’s products they would be dissatisfied. To protect itself from having to refund monies, they fraudulently induced purchasers and/or clients to sign the “Sale Terms” waiving most, if not all their rights.

35. Defendants intentionally failed to disclose the true source of their products as Defendants’ marketing strategy is to divert prospective purchasers and/or clients from learning the true facts regarding where their products come from.

36. By failing to inform purchasers and/or clients of the true source of Defendants products, solely to reap greater profits, Defendants have removed the Plaintiffs’ ability to make an informed and knowledgeable decision regarding whether Defendants products are worth the investment.

37. Defendants falsely represented its products as a good investment despite the fact that it knew that they could not justify those numbers, because most of the product was unsellable.

38. Many purchasers and/or clients, after spending thousands of dollars on product, were forced to throw away most of, if not all that was sent to them.

39. As a result, purchasers and/or clients are left unsellable merchandise and have lost thousands of dollars in capital they could have used elsewhere.

40. Defendants knew that its employees were falsifying the true quality of their products and were failing to disclose the true quality of their products to prospective purchasers and/or clients.

41. Defendants induced the Plaintiff and the members of the Class to purchase from them.

42. As a result of Defendants' unlawful conduct, including the misrepresentations and omissions of material fact alleged above Plaintiff and the Class have been damaged by, among other things: (1) paying for unusable product (2) paying for shipping and (3) opportunity costs. Plaintiff and the Class have been damaged in other and further ways subject to proof at trial.

III. General Allegations Applicable to Robert Reese

43. On or about July 6, 2013 while searching the internet for furniture Mr. Reese came across JDCloseouts.com.

44. The heading for the site was "slightly used department store furniture."

45. Reese saw an advertisement on Defendants website stating

"Slightly Used Department Store Furniture: Sofas, Tables, Entertainment Centers, Bedrooms, Dining Sets, Office Furniture, Chairs and much more. These are store returns & floor models. Each load contains between 125-150 pieces. A low \$2,999 per load. F.O.B. FL." (See Attached)

46. On or about July 9, 2013 Reese proceeds to call Defendants and inquire about the products. Defendants response through representative, Dara Pettin was to tell Reese that it is exactly what the advertisement says it is, floor models and store returns.

47. Reese said he wanted to buy it. Defendants sent Reese an invoice for “used, returns and floor models” for \$4073.94, which included shipping.

48. Reese proceeded to wire the \$4,073.94 to Defendants.

49. Immediately after wiring the money to Defendants, Defendants send Reese a “Sale Terms” agreement for him to sign. Defendants told Reese, he has to sign the “Sale Terms” or they wouldn’t ship the furniture.

50. The “Sale Terms” changed the agreement as it pertained to:

51. What constituted the products.

52. The products were “as is”

53. No returns or exchanges

54. Customer accepts all responsibilities of purchasing said type of merchandise

55. On or about July 12, 2013 Reese received the truckload of items from Rose Trucking.

56. Immediately upon inspection of the items it was clear to Reese that Defendants had not sent him what they had advertised.

57. The items dusty, dingy, broken, busted, water stained, mildewy, and ultimately not usable.

58. Upon information and belief the items on the truck were at least ten (10) years of age.

59. Broken glass was all over the truck bed.

60. The items were not packed in the truck and just loaded in a haphazard manor.

61. Reese asked the driver if there was some mistake. The driver replied in the negative.

62. The driver told Reese that he picked up the items from the Salvation Army.

63. Reese refused to accept the items as they were in unusable fashion.

64. The driver told Reese this isn't the first time Defendants have done this and the last two or three times have been the same. He was mad that Defendants does this to customers.

65. Reese called Defendants to complain about the items and Defendants told him to unload the truck or they would charge him \$75 an hour for every hour the truck sits there. Reese refused.

66. The truck driver then proceeded to wait in the area for four (4) or five (5) hours.

67. Reese signed a paper between him and the driver saying Reese was not accepting delivery due to the condition of the furniture.

68. Defendants told Reese to go throw it away or whatever, but they didn't want it back.

69. Reese then called for the next two (2) weeks to speak to someone to get his money back. Defendants gave Reese the runaround before Reese stopped calling.

CLASS DEFINITION

70. The individual Plaintiff, Robert Reese, at all times relevant to this action was a purchaser and/or client of Defendants.

71. The Class of similarly situated individuals is defined as:

All purchasers and/or clients who have purchased from Defendants during the relevant time period.

TOLLING OF APPLICABLE STATUTE OF LIMITATIONS

72. Any and all statutes of limitations are tolled by virtue of Defendants' knowing and active concealment and denial of the facts alleged herein. The Plaintiff and Class Members were ignorant of the information essential to the pursuit of these claims, without any fault or lack of diligence on their own part. The Plaintiff and Class Members could not reasonably have discovered and did not discover the unlawful tactics and/or the deceptive nature of the scheme, acts, representations, omissions, and false advertisements put forth by Defendants in order to enable them to file this action prior to its date of actual filing.

73. Defendants are and were under a continuing duty to disclose the true character, quality, and nature of its programs to the Plaintiff and Class Members. Defendants' duty to disclose the true character, quality, and nature of its programs arises from, *inter alia*, its partial disclosure of information, and its concealment of information. Defendants are therefore estopped from relying on any statute of limitations defense because of their concealment of the true character, quality, and nature of their programs.

COUNT I
DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF PURSUANT
FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT,
CHAPTER 501, § 211(1), FLA. STAT. (FDUTPA)

74. Plaintiff and the members of the Class readopt and reallege the allegations set forth in Paragraphs 1 through 70 as if fully set forth herein.

75. Chapter 501, Fla. Stat., Florida's Deceptive and Unfair Trade Practices Act, is to be liberally construed to protect the consuming public, such as the Plaintiff in this case, from those who engage in unfair methods of competition, or unconscionable, deceptive or unfair acts or practices in the conduct of any trade or commerce.

76. Plaintiff and the Class members are "consumers" within the meaning of Fla.

Stat. §501.203(7).

77. Defendants engaged in “trade and commerce” within the meaning of Fla. Stat. §501.203(8).

78. While FDUTPA does not define “deceptive” and “unfair,” it incorporates by reference the Federal Trade Commission’s interpretations of these terms which have found that a “deceptive act or practice” encompasses “a representation, omission or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.”

79. The federal courts have defined a deceptive trade practice to be any act or practice that has the tendency or capacity to deceive consumers and an unfair trade practice to be any act or practice that offends public policy and is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

80. Defendants’ acts and omissions of representing to Plaintiff, and the members of the Class, that, among other things:

- a) Items would be “slightly used”;
- b) Would be for resale value;
- c) Could be returned or credited;
- d) Were floor models or returns;
- e) Failing to state that the items were “as is”;
- f) Weren’t picked up from a Salvation Army;
- g) All monies paid for shipping would be paid to the freight company;
- h) That only a small percentage would need to be thrown out;
- i) That you could double or triple your investment; and
- j) Countless other representations

81. As a result of Defendants' deceptive trade practices, the Plaintiff and the Class were deceived into purchasing unusable furniture from Defendants and therefore, have been damaged.

82. The materially false statements and omissions as described above were unfair, unconscionable and deceptive practices perpetrated on the Plaintiff which would have likely deceived a reasonable person under the circumstances.

83. Defendants were on notice at all relevant times that the false representations of material facts described above were being communicated to prospective customer and/or clients by their employees and, in fact, rewarded their top sales people who, of necessity, were the ones making the false representations to meet their sales quota and keep their jobs.

84. As a result of being told the false representations described above, Plaintiff and the Class members have been damaged by, among other things: (1) paying for unusable items; (2) losing time and income they otherwise would have earned; (3) incurring emotional, psychological, and related injuries; and (4) incurring debt and debt related expenses.

85. Therefore, Defendants engaged in unfair and deceptive trade practices in violation of Section 501.201 *et seq.*, Fla. Stat.

86. Pursuant to Section 501.2105(1), Fla. Stat., the Plaintiff and the Class members are entitled to recover their fees from the Defendants.

87. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. Section 501.204, Fla. Stat.

88. At all relevant times, Defendant solicited, advertised, offered, and provided goods and services by operating warehouses that specialize in closeouts and surplus merchandise and

ship throughout the United States of America and thereby was engaged in trade or commerce as defined in Section 501.203, Fla. Stat.

89. At all relevant times, Plaintiff and the members of the Class were consumers as defined by Section 501.203, Fla. Stat.

90. Defendant's practice, as described in detail in paragraphs 1-70 above, of is unfair and deceptive.

91. Plaintiff and the Class members have been damaged in other and further ways subject to proof at trial.

WHEREFORE, Plaintiff demands a declaratory judgment that Defendant violated the Act and an injunction enjoining future violations of the Act pursuant to Section 501.211(1), Fla. Stat., actual damages for violation of the Act pursuant to Section 501.211(2), Fla. Stat., monetary damages, an award of attorneys' fees and costs pursuant to Sections 501.211(2) and 501.2105, Fla. Stat., and such other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury on all questions of fact raised by this Complaint.

Dated: January 8, 2014

/s/ Dennis Creed

DENNIS A. CREED, III, Esq.

Florida Bar No. 43618

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Tampa, Florida 33609

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Fax: (813) 639-9376

E-mail: dcreed@ffmlawgroup.com

Attorney for the Representative Plaintiff
and the Class

CIVIL COVER SHEET

JS 44 (Rev. 12/12)

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

ROBERT REESE, Individually, and on behalf of all others similarly situated.

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

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

DENNIS A. CREED, III, Esq., FELDMAN MORGADO P.A. 501 N. Reo Street Tampa, Florida 33609, Tele: (813) 639-9366

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

DEFENDANTS

JD CLOSEOUTS, LLC, Florida Limited Liability Company and JD CLOSEOUTS.COM INC, Florida Profit Corporation

County of Residence of First Listed Defendant Broward County0 (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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment
8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Fla. Stat LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No UNDER F.R.C.P. 23

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE January 8, 2014 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

_____ District of _____

)	
)	
)	
)	
_____)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
)	
)	
)	
_____)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

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:

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

AO 440 (Rev. 06/12) 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 \$ _____.

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:

Civil Action No. _____

PROOF OF SERVICE

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

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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 \$ _____ .

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: