

FILED

2015 JUN 11 PM 2:58

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT COURT OF FLORIDA

US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

**Yanetsy Loor, Individually and on  
behalf of all others similarly situated,  
Apopka, FL 32712**

CASE NO.: 0:15-cv-953-ORL-37-DAB

JUDGE

Plaintiff,

**Complaint for money and other relief**

vs.

**Class Action Status Requested**

**TWEEN BRANDS, INC.**  
c/o C T Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

Defendant.

This action is brought by Yanetsy Loor, named plaintiff, as an individual and on behalf of all others similarly situated.

**PARTIES**

1. Plaintiff Yanetsy Loor is an individual and is a permanent resident of the State of Florida, County of Orange, and City of Apopka.
2. Defendant Tween Brands, Inc. is a for-profit corporation organized under the laws of Delaware, with its national headquarters in New Albany, OH.

**JURISDICTION AND VENUE**

3. Tween Brands, Inc. is registered to do business with the Secretary of State of Florida, and regularly and persistently does business in Florida. Jurisdiction over this suit is

granted by 28 U.S.C. 1132 because there is complete diversity between Defendant, a corporate citizen of Delaware with its national headquarters in Ohio, and Plaintiff, a citizen of Florida.

4. There is also jurisdiction under the Class Action Fairness Act, 28 U.S.C. 1332(d), since there are over 100 putative class members and the amount in controversy of this matter exceeds \$5 million dollars.

5. There is venue in this district under 28 U.S.C. 1391 et seq. because the Middle District Court of Florida is where a substantial part of the events or omissions giving rise to these claims occurred.

6. Defendant owns and operates hundreds of stores in the United States which sell consumer products, including children's clothing, fashion apparel, and more. Defendant has a regular commercial presence in Florida and derives substantial revenue from its conduct in this state, including from the conduct challenged in this suit.

#### **FACTUAL ALLEGATIONS**

7. The previous paragraphs and allegations are realleged here.

8. Defendant has signs and notices and other advertisements advertising "40% off entire store." Attached to this Complaint as Exhibit "A" are some examples of these advertisements, which are incorporated herein.

9. Defendant also has a website where it advertises that in-store shoppers will receive discounts of "40% off entire store." That advertisement is a banner spanning the top of the front page of [www.shopjustice.com](http://www.shopjustice.com). It clearly states "in stores: no coupon necessary."

10. The purpose of these advertisements is to attract customers to Defendant's stores to buy the supposedly 'discounted' products. These signs and notices can be seen by customers

that are both already in the store and also by potential customers walking or driving by the storefront.

11. On its purchase receipts next to each item, Defendant displays a “Ticket Price,” which is the purported regular full price of the product and a “Purchase Price,” which is the price after the application of the purported discount. At the bottom of the receipt, Defendant displays a “Discount Summary,” which lists all the various alleged savings the Defendant purports to be giving the customer, as well as a final purported “Total Savings price.

12. Defendant’s purported ‘discounts’ as described above, via both in store and out of store marketing materials, do not exist. Defendant *always* sells its products at the ‘discounted’ price. As such, Defendant’s allegedly regular prices are fictional.

13. Occasionally, Defendant will advertise and offer discounts above and beyond the alleged 40% off (e.g. “50% off Markdowns”, “Flash 40%+20%”, “60% off”). But the baseline sale price has continuously been the 40% off and, upon information and belief, at all times relevant, Defendant advertises all of the products in all of its stores to be ‘discounted’ at least 40% off.

14. Throughout the entire class period, Defendant’s representation of the fictional and false regular prices has remained the constant and uniform throughout its stores nationally.

15. Plaintiff and the putative class members were all subject to the same deceptive practices and all similarly purchased goods based on Defendant’s representations.

#### **PLAINTIFF LOOR’S PURCHASING EXPERIENCE**

16. The previous paragraphs and allegations are realleged here.

17. On or about December 3, 2014, Plaintiff Loor went to Defendant's store located at 451 E Altamonte Dr, Altamonte Springs, FL 32701.

18. Plaintiff Loor contracted with Defendant to purchase products from Defendant, which Defendant had represented, through its signs and other advertising, to be 40% off, for \$124.76.

19. Plaintiff returned to the same Altamonte Mall store on or about February 5, 2015 and contracted with Defendant to purchase products, which Defendant had represented through its signs and other advertising to be 40% off, for \$53.18.

20. Again, Plaintiff returned to the same Altamonte Mall store on or about May 8, 2015 and contracted with Defendant to purchase products, which Defendant had represented through its signs and other advertising to be 40% off, for \$61.54. Attached as Exhibit "B" are credit card statements evidencing the above-stated purchases.

21. The receipt Defendant provides to consumers for each of their purchases, including to Plaintiff for her purchases, includes Defendant's purported regular full price of the product; the price after the application of the purported discount; and the alleged purported savings on the item. Plaintiff Loor's purchase receipt also states a purported "Total Savings" amount.

22. Because Defendant represented to Plaintiff the existence and amount of a completely fictional regular price from which Plaintiff would receive a purported discount, Defendant's representations that Plaintiff would receive a discount price advantage were false. The products Plaintiff purchased were not discounted by 40% and Plaintiff did not receive this advertised price advantage.

#### **CLASS ALLEGATIONS**

23. The previous paragraphs and allegations are realleged here.

24. Plaintiff brings this action on behalf of himself and all other similarly situated persons (hereinafter referred to as “putative class members”), to wit:

a. For the putative National Class:

All individuals who, while they were residents of any state other than Ohio, purchased any product(s) from Defendant, in one of Defendant’s stores other than Defendant’s Ohio stores, during any day that Defendant advertised a discount of “40% off entire store”, or other similar discount language, and where the product(s) was not sold at the non-discount price for at least 28 of the last 90 days prior to the purchase.

b. For the putative Florida Class:

All individuals who, while they were residents of Florida, purchased any product(s) from Defendant, in one of Defendant’s Florida stores, during any day that Defendant advertised a discount of “40% off entire store”, or other similar discount language, and where the product(s) was not sold at the non-discount price for at least 28 of the last 90 days prior to the purchase.

25. Each class numbers over forty (40) persons and is so numerous that joinder of all members is impracticable, and it is further impracticable to bring all such persons before this Court.

26. The injuries and damages to these class members present questions of law and fact that are common to each class member, and that are common to the classes as a whole, including, but not limited to:

- a. Whether Defendant’s practice of continuous representation of discount off of a fictional regular price violates the consumer protection laws of Florida;
- b. Whether Defendant’s failure to comply with a material term of the contract by failing to provide Plaintiff and the putative class the agreed percentage off discount is a breach of contract;

- c. Whether Defendant has been unjustly enriched by its practice of continuously representing a discount off of a fictional regular price.

27. Defendant has engaged in the same conduct regarding all of the other members of the classes or subclasses, as pertinent, which are asserted in this suit.

28. The claims, defenses, and injuries of the representative Plaintiff are typical of the claims, defenses, and injuries of all those in the class or subclass they represent, and the claims, defenses, and injuries of each class or subclass member are typical of those of all other members in the class or subclass.

29. The representative Plaintiff will fully and adequately protect and represent the entire class or subclass, and all of its putative members.

30. The identity of all members of the classes cannot be determined at this time, but will be so determined at a later time upon obtaining discovery from Defendant and others.

31. The prosecution of separate actions by each member of these classes would create a substantial risk of inconsistent or varying adjudications with regard to individual members of the classes that would establish incompatible standards of conduct for Defendant.

32. The prosecution of separate actions would also create a substantial risk of adjudication with respect to individual members of the classes which, as a practical matter, would be dispositive of the interest of other members not parties to the adjudication, thereby substantially impairing and impeding their ability to protect these interests. Further, the maintenance of this suit as a class action is the superior means of disposing of the common questions which predominate herein.

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**  
**(National Class)**

33. The previous paragraphs and allegations are realleged here.

34. Plaintiff and the putative class members entered into a contract with Defendant.

35. The contract was based on an offer by Defendant to sell consumer products, under which Plaintiff and the putative class members would buy from Defendant, and Defendant would sell to Plaintiff and the class Defendant's consumer products.

36. A material term of that offer, and the contract entered thereon, was that Defendant would provide Plaintiff and the putative class members a 40% discount on their listed price of the product.

37. A specific term of the offer and the resulting contract is that Defendant is providing the customer a 40% discount. The discount term is reflected in each customer's receipt.

38. Plaintiff and the putative class members paid Defendant for these products, and satisfied all other conditions, or same were waived.

39. Defendant breached the contract by failing to comply with the material term of providing a discount, and instead charging Plaintiff and the putative class members what was actually the full price of these products.

40. As a natural consequence of Defendant's breach, Plaintiff and the putative class members have been damaged in an amount to be established at trial. Plaintiff was damaged in the amount of 40% of the price collected from Plaintiff and the class for the products. For example, in a sale where the product was marked by Defendant as 'regular' price \$10, and the customer was charged \$6 based on the 40% discount, the damage is 40% of \$6, or \$2.40.

**SECOND CLAIM FOR RELIEF**  
**Breach of Express Warranty**  
**(National Class)**

41. The previous paragraphs and allegations are realleged here.

42. Prior to the filing of this suit, Defendant had actual notice of the alleged defect in the products it sold, to wit: the products were represented as being discounted from a purported regular price when they were not.

43. Plaintiff, and each member of the putative class, formed a contract with Defendant at the time they purchased a product for the sale of goods. The terms of that contract include the promises and affirmations of fact made by Defendant through its marketing campaign advertising, as alleged above, including, but not limited to, representing that the product was being discounted 40%.

44. This product advertising constitutes express warranties, became part of the basis of the bargain, and is part of the contract between Plaintiff and the putative members of the class on the one hand, and Defendant on the other.

45. The affirmations of fact made by Defendant were made to induce Plaintiff and members of the purported class to purchase the products.

46. Defendant intended Plaintiff and the putative class members to rely on those representations in making their purchase, and they did so.

47. All conditions precedent to Defendant's liability under the warranty have been performed by Plaintiff and the putative class members or have been waived.

48. Defendant breached the terms of the express warranty because the products did not conform to the description provided by Defendant, to wit: it was expressly described that the products were being sold at a 40% discounted price, when they were not.

49. As a natural consequence of Defendant's breach, Plaintiff and the putative class members have been injured in an amount to be established at trial.



**THIRD CLAIM FOR RELIEF**

**Unjust Enrichment  
(National Class)**

50. The previous paragraphs and allegations are realleged here.

51. It is unjust to allow Defendant to retain profits from their deceptive, misleading, and unlawful conduct alleged herein.

52. Defendant charged Plaintiff and the putative class members for its products.

53. Defendant represented that these products were 40% discounted.

54. As detailed above, the products were not discounted as promised.

55. Because the products were advertised as being discounted, but were not, Defendant collected more profits and benefits than if the promise of the 40% discount had been performed.

56. As a result of these actions, Defendant received benefits under circumstances where it would be unjust to retain these benefits.

57. Defendant has knowledge or an appreciation of the benefit conferred upon it by Plaintiff and the putative class members.

58. Defendant has been unjustly enriched.

**FOURTH CLAIM FOR RELIEF**

**Florida Deceptive and Unfair Trade Practices Act<sup>1</sup>  
Fla. Stat. §501.201 et seq.  
(Florida Class)**

59. The previous paragraphs and allegations are realleged here.

60. This count is brought by Plaintiff Loor individually and on behalf of the putative Florida class members.

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<sup>1</sup> At all times relevant, Defendant, Plaintiff, and the conduct challenged in this suit all meet the definitions governing the FDUTPA.

61. This count is brought pursuant to Florida Consumer Protection Law, Fla. Stat. §501.204. It states that “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

62. Upon information and belief, Defendant cannot establish the legitimacy of its prices. By always representing that everything in their stores is 40% off, and by never selling anything in their stores at the purported regular price, Defendant’s stated regular price is a fiction and not a bona fide regular price.

63. Defendant advertised, both in store and out, a sales price and compared such price to an alleged regular comparative price; however that regular comparative price was never the price at which Defendant either sold to the public or offered for sale to the public and, therefore, is false, deceptive, fraudulent, misrepresentative and unfair.

64. By representing to purchasers on its standard purchaser receipts a “TOTAL SAVINGS: \$X.XX,” being the difference between Defendant’s fake alleged regular comparative price and its stated sale price, Defendant is making false, deceptive, fraudulent, misrepresentative, and unfair representations.

65. Because Defendant misrepresented to Plaintiff and the putative Florida class members the existence and amount of a completely false and misstated ‘regular price’ off of which Plaintiff would receive a discount, Defendant’s representations that Plaintiff and the putative Florida class members would receive a discount were false. The products Plaintiff and the putative Florida class members purchased were not discounted and they did not receive this advertised price advantage.

66. Defendant has never sold these products at the prior comparative price nor have they ever offered these products for sale to the public at the prior comparative prices.

67. In connection with the Florida consumer transactions alleged herein, Defendant's acts and practices regarding purported sale pricing were deceptive, false, fraudulent, misrepresentative, and/or unfair, in violation of FDUTPA.

68. Defendant's deceptive representations of a sale price discounted from a fictional regular comparative price were material to the consumer transactions alleged herein.

69. As a direct and proximate result of Defendant's violations, Plaintiff and the putative Florida class members have suffered actual damages in an amount to be established at trial.

70. Plaintiff, on behalf of himself and on behalf of the putative Florida class members, seeks restitution, disgorgement, injunctive relief, and all other relief allowable under the law.

71. Plaintiff and the putative class members are entitled to restitution and/or disgorgement of all profits, benefits, and other compensation obtained and retained by the Defendant from their wrongful conduct.

#### **PRAYER FOR RELIEF**

**WHEREFORE** Plaintiff respectfully requests that this Court:

1. Declare that this action is properly brought as a class action pursuant to Federal Rule 23, certify the classes described herein, and declare that Plaintiff is a proper representative of the classes;

2. Enter judgment for compensatory damages in excess of \$5 million dollars;

3. Award Plaintiff his attorneys' fees, expenses, and costs necessarily incurred in the prosecution of this lawsuit;

4. Order such other and further relief as this Court may deem appropriate.

Dated: June 11, 2015

Respectfully submitted,

By: 

GARY C. ROSEN, ESQ.

Florida Bar No. 310107

BECKER & POLIAKOFF, P.A.

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*Attorneys for Plaintiff*

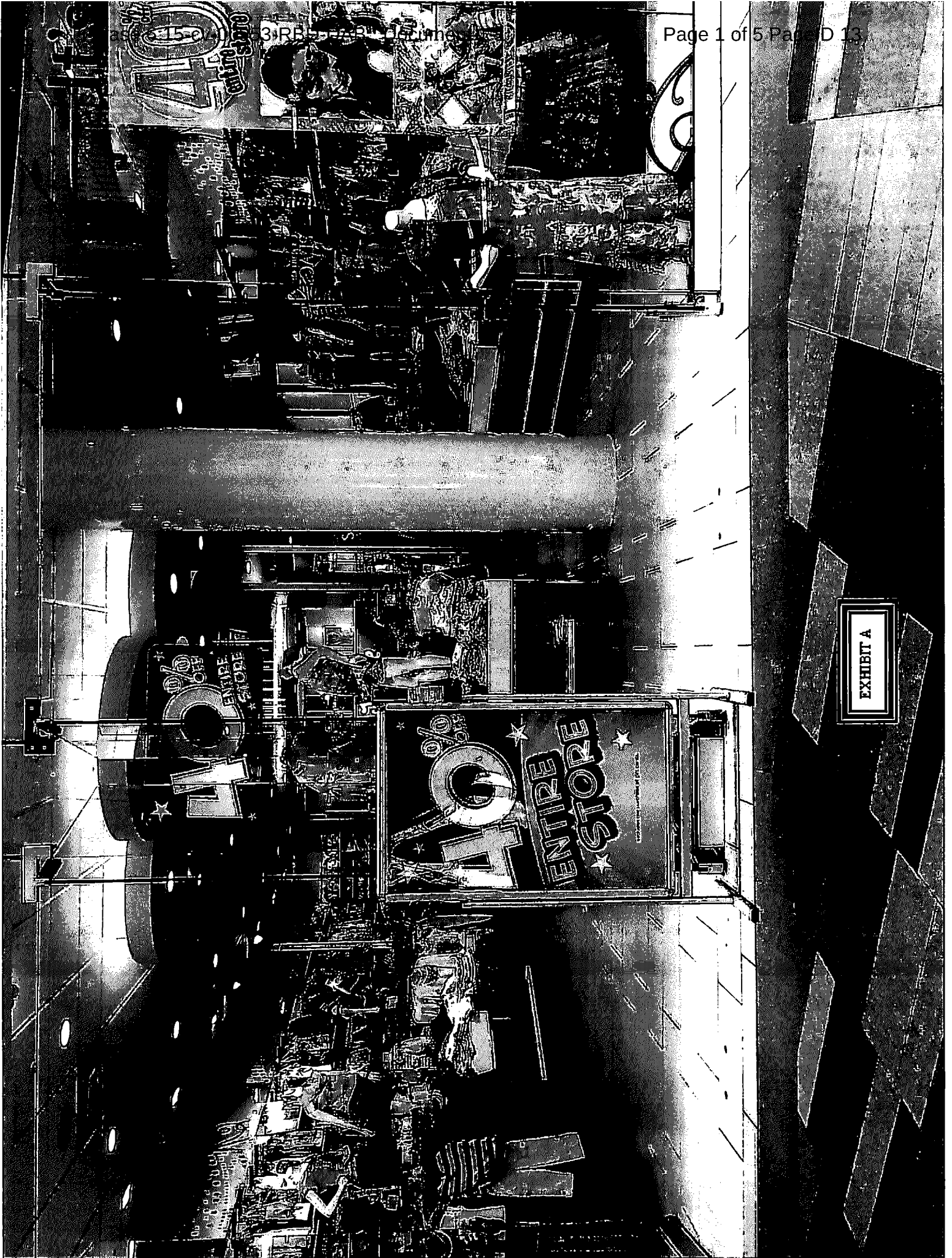


EXHIBIT A



# CREDIT CARDS



## CHARGES & CREDITS

### Finance Charge

**5/08/2015****\$61.54**

JUSTICE #0851



Merchandise

**5/05/2015****(\$50.00)**

ELECTRONIC PAYMENT



Payment

**4/28/2015****\$16.04**

ROSS STORE #514



Merchandise

**4/25/2015****\$23.51**

KOHLS #0798



Merchandise

**4/24/2015****\$28.87**

MARSHALLS #0067



Merchandise

**4/22/2015****\$120.55**

COSMOPROF #9152



Merchandise

**4/20/2015**

EXHIBIT B

**\$28.54**

MACY'S EAST #810





# CREDIT CARDS

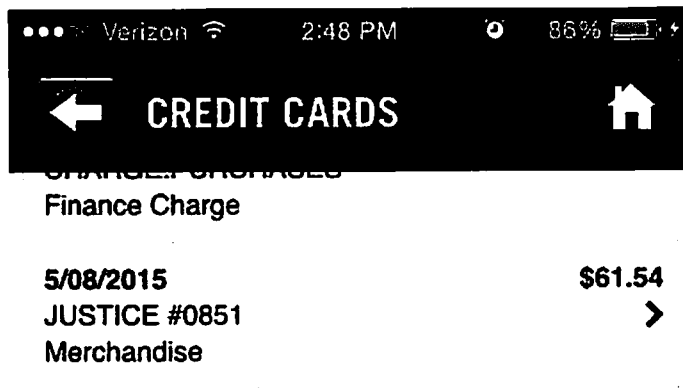
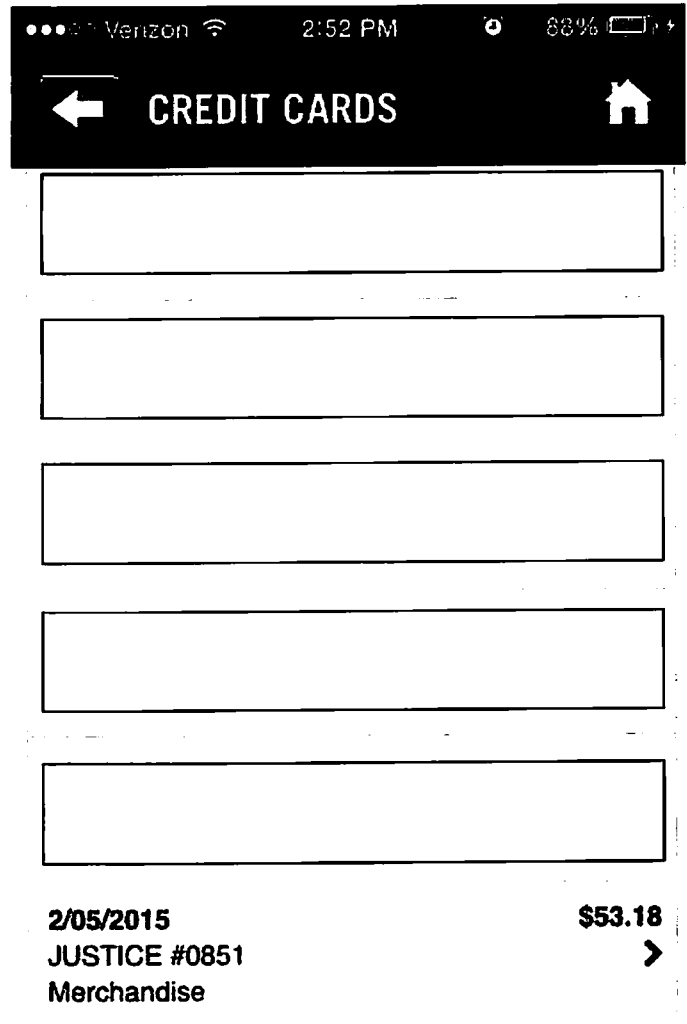
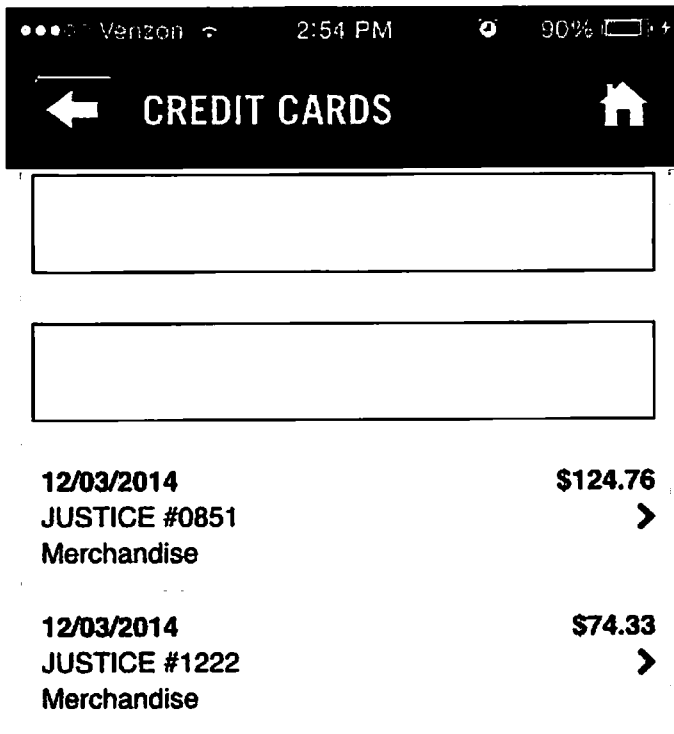


<b>2/05/2015</b> HAWAIIAN 17321500942201 Airfare	<b>\$57.00</b> >
<b>2/05/2015</b> HAWAIIAN 17321500942212 Airfare	<b>\$57.00</b> >
<b>2/05/2015</b> HAWAIIAN 17321500942223 Airfare	<b>\$57.00</b> >
<b>2/05/2015</b> HAWAIIAN 17321500942234 Airfare	<b>\$57.00</b> >
<b>2/05/2015</b> HAWAIIAN 17321500942245 Airfare	<b>\$57.00</b> >
<b>2/05/2015</b> JUSTICE #0851 Merchandise	<b>\$53.18</b> >
<b>2/04/2015</b> ELECTRONIC PAYMENT Payment	<b>(\$50.00)</b> >

**CREDIT CARDS**

<b>12/10/2014</b> TARGET 00006478 Merchandise	<b>\$103.10</b> ➤
<b>12/06/2014</b> WAL-MART #1374 Merchandise	<b>\$211.82</b> ➤
<b>12/03/2014</b> JUSTICE #0851 Merchandise	<b>\$124.76</b> ➤
<b>12/03/2014</b> JUSTICE #1222 Merchandise	<b>\$74.33</b> ➤
<b>12/03/2014</b> ELECTRONIC PAYMENT Payment	<b>(\$100.00)</b> ➤
<b>12/01/2014</b> ROSS STORE #461 Merchandise	<b>\$30.85</b> ➤
<b>12/01/2014</b> LEARN TO LEARN Other	<b>\$900.00</b> ➤





JS 44 (Rev. 12/12)

**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**

Yanetsy Loor, Individually and on behalf of all others similarly situated,  
Apopka, FL 32712

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

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

**DEFENDANTS**

Tween Brands, Inc.

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

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

Attorneys (If Known)

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

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

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

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" 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                | 2                                     | <input checked="" 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)

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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <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)) <b>FEDERAL TAX SUITS</b> <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"/> 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"/> 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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

**VI. CAUSE OF ACTION**

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

28 USC 1332

Brief description of cause:

Consumer protection class action

**VII. REQUESTED IN COMPLAINT:**

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

DEMAND \$  
5,000,000.00

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

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE