

**UNITED STATES DISTRICT COURT FOR  
EASTERN DISTRICT OF PENNSYLVANIA**

**DONALD WHITE, on Behalf of Himself and  
All Others Similarly Situated,**

**Plaintiff,**

**vs.**

**SUNOCO INC.,**

**Defendant.**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff, Donald White, by and through undersigned counsel, on behalf of himself and all persons similarly situated, complains and alleges as follows:

**NATURE OF THE CASE**

1. This is a civil action seeking monetary damages, restitution, declaratory relief, and injunctive relief from Sunoco Inc. (“Sunoco”), arising from Sunoco’s false and deceptive representations about the benefits of being a Sunoco Rewards Credit Card cardholder. Sunoco prominently advertises that the Sunoco Rewards Credit Card guarantees cardholders a 5¢/gallon discount on every fuel transaction at any Sunoco location.

1. These statements are false. Sunoco does not apply the 5¢/gallon discount every time as promised. Instead, Sunoco often keeps the promised 5¢/gallon for itself. This blatantly contradicts Sunoco’s express, unambiguous representations. As a result, cardholders have overpaid for gasoline purchased at Sunoco locations with the Sunoco Rewards Credit Card.

### **JURISDICTION AND VENUE**

2. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative Class exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than Sunoco.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Sunoco is subject to personal jurisdiction here and regularly conducts business in the Eastern District of Pennsylvania, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

### **THE PARTIES**

4. Plaintiff, Donald White, is a resident and citizen of the State of Florida.

5. Defendant Sunoco Inc. (“Sunoco”) is a Pennsylvania corporation with its principal place of business located at 1818 Market St., Philadelphia, Pennsylvania. Sunoco regularly conducts business in Pennsylvania, Florida, and elsewhere. It has specific, as well as general and systematic, contacts in Pennsylvania.

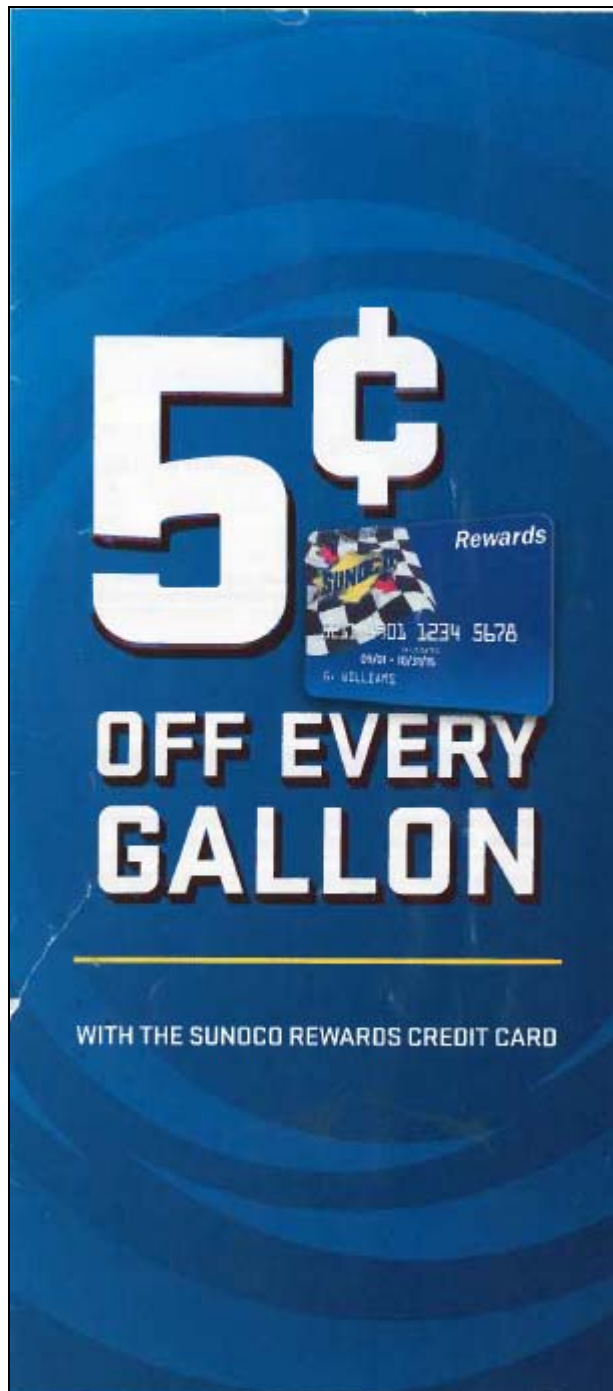
6. Sunoco markets motor fuels through more than 4,900 Sunoco-branded locations in 26 states, including Pennsylvania, Florida, and others. The company markets more than 4.7 billion gallons of fuel a year. On information and belief, promotional and administrative decisions about the Sunoco Rewards Credit Card are made by Sunoco personnel in Pennsylvania.

### **COMMON FACTUAL ALLEGATIONS**

#### **A. The Sunoco Rewards Credit Card**

7. Sunoco prominently advertises its “Sunoco Rewards Credit Card” to consumers who frequent the company’s retail locations and website, [www.sunoco.com](http://www.sunoco.com).

8. Sunoco's entices consumers to apply for the Sunoco Rewards Credit Card by representing that cardholders will receive "5¢ OFF EVERY GALLON" of fuel purchased at any Sunoco location. The following is an example of an advertising pamphlet available at a Sunoco location (a copy of the complete pamphlet is attached as Exhibit A hereto):



9. Sunoco makes similar representations online. For example, Sunoco represents on its website that: “The Sunoco Rewards Credit Card not only offers gas rewards but *this fuel credit card will also instantly roll your gas prices 5¢ on every gallon, every time you fill up at Sunoco.*” See <https://www.sunoco.com/ways-to-save/gas-credit-cards/> (emphasis added) (Ex. B hereto).

10. Sunoco reiterates its promise of 5¢ off every gallon in the terms and conditions that accompany the company’s advertised offer. The terms and conditions unequivocally state:

When you use your Sunoco Rewards Card to purchase fuel, the price you pay will be reduced by five cents (\$.05) per gallon. For fuel purchases made at the pump, the price per gallon will be reduced at the pump after you swipe your credit card, and for in-store purchases the discount will be applied prior to the completion of your purchase.

See Ex. A; see also Ex. C (identical set of terms available through Sunoco’s website).

11. The terms continue:

In the event discounts at the point of sale are unavailable for any reason, you will receive the discounts as a statement credit. In that case, you will not see a reduction in the price per gallon at the pump or prior to the completion of an in-store purchase. The statement credits will be automatically posted to your monthly billing statement.

See Ex. A; see also Ex. C.

12. Thus, the 5¢/gallon discount should accrue for every fuel transaction at a Sunoco location, either immediately at the pump or in-store pay counter (e.g., gasoline advertised as \$2.79<sup>9/10</sup>/gallon would be charged at \$2.74<sup>9/10</sup>/gallon at the pump or register), or as an after-the-fact credit automatically calculated and posted to a cardholder’s account and reflected on a monthly statement.

13. Either way, Sunoco unambiguously represents that the 5¢/gallon discount will accrue in one manner or the other, for every fuel transaction at a Sunoco location.

14. Sunoco's representations are false. Contrary to its clear and express representations, Sunoco does ***not*** apply a 5¢/gallon discount on all fuel purchases made by cardholders at every Sunoco location. Sunoco omits this material information to induce consumers to sign-up for the Sunoco Rewards Credit Card so they frequent Sunoco locations.

**A. Plaintiff's Discovery of Sunoco's Scheme**

15. Plaintiff, Mr. Donald White, frequented various Sunoco locations to purchase gasoline for his personal or household use with his Sunoco Rewards Credit Card.

16. In January 2015, Mr. White noticed that the promised 5¢/gallon discount did not accrue at the pump or register for certain of his fuel purchases he made at Sunoco locations with his Sunoco Rewards Credit Card.

17. Upon realizing this, Mr. White reached out to customer service for the Sunoco Rewards Credit Card in late January 2015. He was assured that the discount would be applied after-the-fact on his statement if it did not accrue at the pump.

18. However, in February 2015, when Mr. White reviewed his January statement, the discount had not been applied. On February 26, 2015, he once again contacted customer service. Mr. White was told that same day by customer service that "not all stations honor the discount."

19. This directly contradicted Sunoco's representations, which Mr. White noted.

20. Nearly a month later, customer service confirmed that Sunoco is responsible for ensuring that the 5¢/gallon discount is properly applied, but could not adequately explain why the 5¢/gallon discount had not been applied in certain instances, could not identify whether the discount had been properly applied for earlier transactions, and could not say whether similar errors would occur in the future.

21. Mr. White has experienced further instances in which the 5¢/gallon discount has not been applied at the pump or after-the-fact on his statement. For instance, the same problem has happened at least twice since April 2015.

**C. Sunoco Benefits from Its Wrongful Conduct**

22. Sunoco substantially benefits from its fraudulent, deceptive, and unfair conduct. By enticing would-be cardholders with false promises of an automatic 5¢/gallon discount, Sunoco has lulled consumers into making gasoline (and other) purchases at Sunoco locations when they would have made their purchases elsewhere, and/or at a lower price.

23. Sunoco has also enriched itself by not paying the 5¢/gallon discount in all transactions by putative Class members, and keeping the money for itself.

24. Finally, Sunoco has unfairly put the onus on unsuspecting consumers to ensure that the promised 5¢/gallon discount is actually applied. Consumers are unlikely to be very vigilant because Sunoco's false promises and omissions lull them into believing that the discount will be applied automatically, without consumers having to take any action.

25. Even when consumers such as Mr. White notice Sunoco's failure to apply the promised discount, Sunoco does not offer any assurances that this error will not happen again. This places an unfair and undue burden on consumers, whom Sunoco promised would receive discounts automatically.

**CLASS ALLEGATIONS**

26. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

27. The proposed classes are defined as:

All persons in the United States who, within the applicable statute of limitations preceding the filing of this action through class certification, held a Sunoco Rewards Credit Card (the "National Class"); and

All persons in the State of Florida who, within the applicable statute of limitations preceding the filing of this action through class certification, held a Sunoco Rewards Credit Card (the Florida State Subclass) (for purposes of the claim under the Florida

Deceptive and Unfair Trade Practices Act, (“FDUTPA”), Fla. Stat. § 501.201, *et seq.* (see Fourth Claim for Relief, *infra*).

The National Class and the Florida State Subclass are collectively referred to as the “Classes.”

2. Plaintiff reserves the right to modify or amend the definition of the proposed Classes before the Court determines whether certification is appropriate.

28. Excluded from the Classes are Sunoco, its parents, subsidiaries, affiliates, officers and directors, any entity in which Sunoco has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

29. The members of the Classes are so numerous that joinder is impractical. The Classes consist of many thousands of members, the identities of whom are within the knowledge of and can be ascertained only by resort to Sunoco’s records.

30. The claims of the representative Plaintiff are typical of the claims of the Classes in that the representative Plaintiff, like all Class members, is a Sunoco Rewards Credit Card cardholder. The representative Plaintiff, like all Class members, has been damaged by Sunoco’s misconduct in that they have been harmed by the same deceptive, misleading, and/or fraudulent pretenses and practices. Furthermore, the factual basis of Sunoco’s misconduct is common to all Class members, and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes.

31. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

32. Among the questions of law and fact common to the Classes are whether Sunoco:

a. Unlawfully, falsely, deceptively, or misleadingly represented that a 5¢/gallon discount would be applied automatically for all gasoline purchases made with the Sunoco Rewards Credit Card at any Sunoco location;

b. Unlawfully, falsely, deceptively, or misleadingly induced Class members into becoming Sunoco Rewards Credit Card cardholders based on misrepresentations and false promises;

c. Wrongfully omitted that the 5¢/gallon discount would not be applied automatically for all gasoline purchases made with the Sunoco Rewards Credit Card at any Sunoco location;

d. To the extent applicable, whether and how long Sunoco fraudulently concealed its past and ongoing wrongful conduct from Plaintiff and other members of the Classes;

e. Was unjustly enriched through the company's actions; and

f. Violated consumer protection and other state law.

33. Other questions of law and fact common to the Classes include:

g. The proper method or methods by which to measure damages; and

h. The declaratory and injunctive relief to which the Classes are entitled.

34. Plaintiff's claims are typical of the claims of other Class members, in that they arise out of the same wrongful conduct and the same or substantially similar unconscionable conduct by Sunoco. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

35. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

36. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Sunoco, no



Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Sunoco's misconduct will proceed without remedy.

37. Even if Class members themselves could afford such individual litigation, the court system could not. Individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

**FIRST CLAIM FOR RELIEF**  
**Fraud and Fraudulent Inducement**  
**(On Behalf of the National Class)**

38. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

39. Sunoco affirmatively misrepresented and/or did not disclose sufficient facts to render non-misleading its statements about the 5¢/gallon discount offered in connection with the company's promotion of the Sunoco Rewards Credit Card. These misrepresentations or omissions include, inter alia, whether the 5¢/gallon discount would be applied at the point of purchase or automatically after-the-fact for every fuel transaction made at a Sunoco location with a Sunoco Rewards Credit Card.

40. Sunoco knew, or reasonably should have known, that its representations alleged herein were materially false or misleading, or that omission of material facts rendered such representations false or misleading. Sunoco also knew, or had reason to know, that its misrepresentations and omissions would induce Class members to become Sunoco Rewards Credit Card cardholders and use the card to purchase gasoline at Sunoco locations.

41. Sunoco's misrepresentations or omissions were material and a substantial factor in Plaintiff and Class members' becoming Sunoco Rewards Credit Card cardholders.

42. Sunoco intended its misrepresentations or omissions to induce Plaintiff and Class members to become (or to remain) Sunoco Rewards Credit Card cardholders, or had reckless disregard for same.

43. But for these misrepresentations (or omissions), Plaintiff and Class members would not have become Sunoco Rewards Credit Card cardholders, and/or would have purchased gasoline at cheaper prices.

44. Plaintiff and Class members were justified in relying on Sunoco's misrepresentations. The same or substantively identical misrepresentations were communicated, and/or the same or substantively identical omissions were not communicated, to each Class member, including through promotional materials prepared and disseminated by Sunoco.

45. Plaintiff and Class members were damaged by reason of Sunoco's misrepresentations or omissions alleged herein.

**SECOND CLAIM FOR RELIEF**  
**Negligent Misrepresentation or Omission**  
**(On Behalf of the National Class)**

46. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

47. Sunoco had or undertook a duty to accurately and truthfully represent to consumers the truth regarding Sunoco's statements about the 5¢/gallon discount associated with the Sunoco Rewards Credit Card.

48. Sunoco failed to exercise ordinary care in making representations concerning the 5¢/gallon discount associated with the Sunoco Rewards Credit Card.

49. Sunoco negligently misrepresented or omitted the 5¢/gallon discount associated with the Sunoco Rewards Credit Card.

50. Sunoco's statements were false at the time the misrepresentations were made (or the omissions were not made).

51. Sunoco knew, or reasonably should have known, that its representations alleged herein were materially false or misleading, or that omission of material facts rendered such representations false or misleading. Sunoco also knew, or had reason to know, that its misrepresentations and omissions would induce Class members to become Sunoco Rewards Credit Card cardholders.

52. As a direct and proximate result of Sunoco's acts and omissions described herein, Plaintiff and putative Class members have suffered harm, and will continue to do so.

53. Sunoco's misrepresentations or omissions were material and a substantial factor in Plaintiff and Class members' becoming Sunoco Rewards Credit Card cardholders.

54. Sunoco intended its misrepresentations or omissions to induce Plaintiff and Class members to become (or to remain) Sunoco Rewards Credit Card cardholders, or had reckless disregard for same.

55. But for these misrepresentations (or omissions), Plaintiff and Class members would not have become Sunoco Rewards Credit Card cardholders, and/or would have purchased gasoline at cheaper prices and/or elsewhere.

56. Plaintiff and Class members were justified in relying on Sunoco's misrepresentations. The same or substantively identical misrepresentations were communicated, and/or the same or substantively identical omissions were not communicated, to each Class member, including through promotional materials prepared and disseminated by Sunoco.

57. Plaintiff and Class members were damaged by reason of Sunoco's misrepresentations or omissions alleged herein.

**THIRD CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(On Behalf of the National Class)**

58. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

59. By means of Sunoco's wrongful conduct alleged herein, Sunoco knowingly induced Plaintiff and members of the National Class to apply for and use the Sunoco Rewards Credit Card by fraudulent, unfair, deceptive, unconscionable, and/or oppressive means.

60. Sunoco knowingly received and retained wrongful benefits from Plaintiff and members of the National Class. In so doing, Sunoco acted intentionally or with conscious disregard for the rights of Plaintiff and members of the National Class.

61. As a result of Sunoco's wrongful conduct as alleged herein, Sunoco has been unjustly enriched at the expense, and to the detriment, of Plaintiff and members of the National Class.

62. Sunoco's unjust enrichment is traceable to, and resulted directly and proximately from, the wrongful conduct alleged herein.

63. It is unfair and inequitable for Sunoco to be permitted to retain the benefits it received, and is still receiving, without justification, from the wrongful conduct alleged herein. Sunoco's retention of such benefits under the circumstances is inequitable.

64. The financial benefits derived by Sunoco rightfully belong to Plaintiff and members of the National Class, in whole or in part. Sunoco should be compelled to account for and disgorge in a common fund for the benefit of Plaintiff and members of the National Class all wrongful or inequitable proceeds received from them. A constructive trust should be imposed upon all wrongful or inequitable sums received by Sunoco traceable to Plaintiff and the members of the National Class.

65. Plaintiff and members of the National Class have no adequate remedy at law.

66. Sunoco's fraud and/or unilateral decision not to apply the 5¢/gallon discount in all instances as promised amounts to an illusory promise rendering any agreement unenforceable, unconscionable, void, or voidable.

**FOURTH CLAIM FOR RELIEF**  
**Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq.**  
**(On Behalf of the Florida State Subclass)**

67. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

68. This claim is asserted on behalf of the members of the Florida State Subclass under the Florida Deceptive and Unfair Trade Practices Act, ("FDUTPA"), Fla. Stat. § 501.201, *et seq.*

69. Plaintiff and members of the Florida State Subclass are "consumers" within the meaning of Fla. Stat. § 501.203(7).

70. FDUTPA declares "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" to be unlawful. Fla. Stat. § 501.204(1).

71. FDUTPA defines "trade or commerce" as "the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, or thing of value, wherever situated." Fla. Stat. § 501.203(8).

72. Sunoco's conduct alleged herein constitutes "trade or commerce" within the meaning of Fla. Stat. § 501.203(8), and "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices" for purposes of Fla. Stat. § 501.204(1).

73. In addition, violations of Section 5(a)(1) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45(a)(1) constitute unfair, unconscionable, and/or deceptive acts or practices in violation of FDUTPA. *See* Fla. Stat. § 501.204(2). Sunoco's conduct alleged herein constitutes violations of the FTC Act and, therefore, FDUTPA.

74. As a direct and proximate result of Sunoco's violations of FDUTPA, Plaintiff and putative Florida State Subclass members have suffered a loss of money and suffered actual damages.

75. In addition to actual damages, Plaintiff and the Florida State Subclass are entitled to declaratory and injunctive relief as well as reasonable attorney's fees and costs pursuant to Fla. Stat. §§ 501.2105 and 501.211.

76. To the extent applicable, Sunoco intended that Plaintiff and Florida State Subclass members would rely on the company's misrepresentations, or acts of concealment and omissions. Further, to the extent applicable, reliance can be presumed under the circumstances.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

1. Declaring Sunoco's conduct alleged herein to be fraudulent, deceptive, wrongful, unfair, inequitable, and unconscionable;
2. Restitution owing to Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;
3. An accounting and disgorgement of the ill-gotten gains derived by Sunoco's misconduct;
4. Actual damages in an amount according to proof;
5. A temporary and permanent injunction enjoining Sunoco from engaging in the same wrongful conduct going forward including requiring Sunoco to adequately disclose facts to render truthful its representations;
6. Punitive and exemplary damages;
7. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;

8. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees; and

9. Such other relief as this Court deems just and proper.

**Dated: August 14, 2015**

Respectfully submitted,

/s/ DJS8892

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*Attorneys for Plaintiff and the Proposed Classes*

# EXHIBIT A





NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 70 CARLISLE IA

POSTAGE WILL BE PAID BY ADDRESSEE

CITIBANK  
PO BOX 580  
CARLISLE IA 50047-9942



# SAVE 5¢ ON EVERY GALLON WITH THE SUNOCO REWARDS CREDIT CARD

## CONVENIENT

**Over 4,800 locations.**  
Visit [SunocoLocations.com](http://SunocoLocations.com) to find the stations closest to you.

**Pay at the pump.**  
For a fast and easy fill-up.

**Manage your account online.**  
Get all of your account information 24/7.

**Go paperless.**  
Get your monthly statement even faster by sending it straight to your email.



## SMART

**Flexible payment options.**  
Pay your bill in full each month, or if you need more time, just make the minimum payment.

**Additional cards at no cost.**  
Put your whole family's fuel purchases on one statement.

**ATM access nationwide.**  
Use your card at thousands of ATMs nationwide and get cash when you need it.

## SECURE

**\$0 liability for unauthorized purchases.**

**Citi® Identity Theft Solutions.**  
If you are ever the victim of identity theft, we have specialized services to help you.

## 3 Easy Ways to Apply:

Call 1-800-238-1437

Visit [SunocoRewards.com](http://SunocoRewards.com)

Complete & mail this application

\*Subject to credit approval. Account must be open and in good standing to qualify. Statement credit will be applied monthly with qualifying purchases.



## Sunoco® Rewards Card Program Terms and Conditions

You will receive discounts on fuel purchases made with your Sunoco® Rewards Card at Sunoco locations within the United States. When you use your Sunoco Rewards Card to purchase fuel, the price you pay will be reduced at the point of sale by five cents (\$.05) per gallon. For fuel purchases made at the pump, the price per gallon will be reduced at the pump after you swipe your credit card, and for in-store purchases the discount will be applied prior to the completion of your purchase.

In the event discounts at the point of sale are unavailable for any reason, you will receive the discounts as a statement credit. In that case, you will not see a reduction in the price per gallon at the pump or prior to the completion of an in-store purchase. The statement credits will be automatically posted to your monthly billing statement. When calculating the amount of the statement credit, we will multiply the number of gallons purchased by five cents (\$.05) and round to the nearest cent. In the event gallon information is not available for a specific purchase, we will determine the number of gallons purchased by dividing the total purchase amount by the lowest price per gallon as published by Oil Price Information Service (OPIS) on the date of purchase for Sunoco branded stations regardless of fuel grade.

Discounts will only be earned on fuel purchases made for personal, family or household purposes. Your account must remain open and current in order for you to earn discounts. When you become a cardmember, you will receive the full Sunoco Rewards Card Program Terms and Conditions, which may change at any time for any reason upon thirty (30) days prior written notice.

# TERMS AND CONDITIONS OF OFFER

• This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your Sunoco Rewards Card account. Citibank, N.A. is located in Sioux Falls, SD.

• Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.

• To process the application it must be:  
1. Accurately completed, and  
2. Signed and verifiably correct

• Please send the application to:  
Citibank  
PO Box 580  
Carlisle, IA 50047-9942

• Please allow four weeks from date of submission to process a completed application.

• We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.

• To receive a Sunoco Rewards Card, you must meet our applicable criteria bearing on creditworthiness. Your credit limit will be determined by the income you provided and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your credit limit when you receive your card. Some credit limits may be as low as \$100. Please note that cash advances may be limited to a portion of your credit limit.

• You authorize us to share with Sunoco and its affiliates experiential and transactional information regarding your activity with us.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

Sunoco® and the Diamond and Arrow logo are registered trademarks of Sunoco, Inc. and its subsidiaries.

## SUNOCO REWARDS CARD DISCLOSURES

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>24.99%</b>  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>29.95%</b>  This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

### Fees

<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>Cash Advance  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>Late Payment  Up to <b>\$35</b>.</li> <li>Returned Payment  Up to <b>\$35</b>.</li> </ul>

**How We Will Calculate Your Balance:** We use a method called "daily balance."

The information about the costs of the card described in this application is accurate as of January 1, 2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, N.A., P.O. Box 580, Carlisle, IA 50047-9942.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.



# SUNOCO® Rewards Credit Card Application

\*This information is required to process your application.



Please see side panels and reverse for the Sunoco® Rewards Credit Card Disclosures, which include rates, fees and other cost information.

## 1 Personal Information (Please print using blue or black ink.)

\*FIRST NAME \*LAST NAME M.I. SUFFIX

\*HOME ADDRESS (No P.O. Box) APT. NO.

\*CITY OR TOWN \*STATE \*ZIP \*SOCIAL SECURITY NUMBER

\*DATE OF BIRTH SECURITY PASSWORD

\*PRIMARY PHONE BUSINESS PHONE

If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree that we may contact you at this number. You also agree to receive calls and messages such as, pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

EMAIL ADDRESS

If you provide your email address, Citibank, N.A. may use it to contact you about your account and tell you about useful products and services. You are also providing your email address to Sunoco, which may use it to send you offers and news about the latest merchandise, promotions and sales.

## 2 Financial Information

Information you supply about your salary/wages, other income and housing payment is important to us in considering your ability to make payments on the account.

\*RESIDENCE STATUS \*MONTHLY MORTGAGE OR RENT PAYMENT (IF \$0, PLEASE ENTER \$0)

OWN RENT OTHER

\* ANNUAL SALARY AND WAGES\* OTHER ANNUAL INCOME\* (Examples: interest, dividends, rental income, retirement benefits.)  
000 000

If you are 21 or older, you may include income from others that you can reasonably access to pay your bills.

\*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

YES! I'd like an additional card with the following name on it:

### PLEASE SIGN THIS AUTHORIZATION

By signing below, I certify that I have read the Sunoco Rewards Card Disclosures and agree to and meet the Terms and Conditions of Offer located on the side panel.

SIGNATURE OF APPLICANT

DATE OF APPLICATION

06028

3053

MAIL

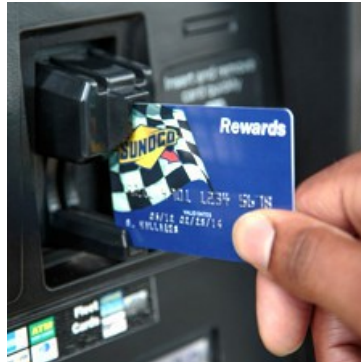
# EXHIBIT B


[Quality Fuels](#)
[APlus Food & Beverages](#)
[Ways to Save](#)
[Contests & Sweepstakes](#)
[Sunoco Racing](#)
[Auto Service](#)
[About Us](#)

## WAYS TO SAVE

[APlus Rewards Card](#)
[Consumer Credit Cards](#)
[Commercial Credit Cards](#)
[Grocery Rewards](#)
[Sunoco Rewards Bill Pay](#)

## GAS CREDIT CARDS



The best gas credit cards can provide great gas discounts at the pump. The Sunoco Rewards Credit Card not only offers gas rewards but this fuel credit card will also instantly roll back your gas prices 5¢ on every gallon, every time you fill up at Sunoco. Learn more about how the Sunoco credit card for gas can bring you discounts, or [apply for a gas card online today](#).

### Sunoco Rewards Bill Pay:

[Manage your fuel Rewards account or check your balance](#)

### Choose the Best Gas Card:

We understand that you have options. Other fuel brands have their own gas cards, too. But, we're so confident in the overall value of the Sunoco card – we'll show you how they stack up against each other. [See for yourself!](#)

### Gas Credit Card Benefits:

- Instantly receive a gas discount of 5¢ off every gallon of fuel purchased at any Sunoco station.
- Use the Sunoco gas card to pay at the pump for fast, easy fill-ups and see gas rewards instantly
- Over 4,900 locations – [Find Sunoco stations locations nearest you](#)
- Manage your Sunoco gas credit card account 24/7 online.
- Flexible payment options
- Additional Sunoco fuel credit cards at no cost, so your entire family can save
- Nationwide ATM access
- Secure, with \$0 liability for unauthorized purchases

[Access our gas credit card application to apply for the Sunoco Gas Rewards Credit Card online](#)

To apply by phone or for Customer Service, please call 1-800-238-1437.

In addition to consumer gas station credit cards, Sunoco also offers a range of commercial gas fleet credit cards for even more fuel savings. Find out [which fleet credit card is right for your business](#).

### Learn more about your Sunoco Rewards Card:

- [Choosing the best gas card](#)
- [Benefits of a gas credit card](#)
- [Gas credit card discounts](#)
- [Gas credit card application requirements](#)

- [Gas Credit Card Network](#)
- [Secured Gas Rewards Credit Card](#)

[Gas Credit Cards](#)

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## OUR STORES

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Like { 426k

**APlus on Foursquare**

Don't forget to check in at your local APlus store.

## CONTACT US

Have a question or comment for us? Reach out on our [contact page](#)

## FIND A STATION

ex.19103

GO

[SEE ALL LOCATIONS](#)

## SIGN UP FOR EMAIL OFFERS

My Sunoco makes it simple to get the latest news, product savings and promotions right in your inbox. [Sign up for My Sunoco now.](#)

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# EXHIBIT C



**SUNOCO REWARDS CARD DISCLOSURES**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>24.99%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>29.95%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

<b>Fees</b>	
<b>Transaction Fees</b> • Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
<b>Penalty Fees</b> • Late Payment • Returned Payment	Up to <b>\$35</b> . Up to <b>\$35</b> .

**How We Will Calculate Your Balance:** We use a method called “daily balance.”

For more information call Citibank, N.A. at 1-800-278-6626. New York residents may contact the New York State Department of Financial Services by telephone, 1-800-342-3736, or visit its website, [www.dfs.ny.gov](http://www.dfs.ny.gov), for free information on comparative credit card rates, fees and grace periods.

### TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your Sunoco® Rewards Card account. Citibank, N.A. is located in Sioux Falls, SD.
- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a Sunoco® Rewards Card, you must meet our applicable criteria bearing on creditworthiness. Your credit limit will be determined by the income you provided and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your credit limit when you receive your card. Some credit limits may be as low as \$100. Please note that cash advances may be limited to a portion of your credit limit.
- You authorize us to share with Sunoco® and its affiliates experiential and transactional information regarding your activity with us.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

### Sunoco® Rewards Card Program Terms and Conditions

You will receive discounts on fuel purchases made with your Sunoco® Rewards Card at Sunoco locations within the United States. When you use your Sunoco Rewards Card to purchase fuel, the price you pay will be reduced at the point of sale by five cents (\$0.05) per gallon. For fuel purchases made at the pump, the price per gallon will be reduced at the pump after you swipe your credit card, and for in-store purchases the discount will be applied prior to the completion of your purchase.

In the event discounts at the point of sale are unavailable for any reason, you will receive the discounts as a statement credit. In that case, you will not see a reduction in the price per gallon at the pump or prior to the completion of an in-store purchase. The statement credits will be automatically posted to your monthly billing statement. When calculating the amount of the statement credit, we will multiply the number of gallons purchased by five cents (\$0.05) and round to the nearest cent. In the event gallon information is not available for a specific purchase, we will determine the number of gallons purchased by dividing the total purchase amount by the lowest price per gallon as published by Oil Price Information Service (OPIS) on the date of purchase for Sunoco branded stations regardless of fuel grade.

Discounts will only be earned on fuel purchases made for personal, family or household purposes. Your account must remain open and current in order for you to earn discounts. When you become a cardmember, you will receive the full Sunoco Rewards Card Program Terms and Conditions, which may change at any time for any reason upon thirty (30) days prior written notice.

**SUNOCORWDCD0914**

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**

Donald White

**DEFENDANTS**

Sunoco, Inc.

(b) County of Residence of First Listed Plaintiff Lake County

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Philadelphia

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

David J. Stanoch, Esquire, Golomb &amp; Honik, P.C. 1515 Market Street Suite 1100, Philadelphia, PA 19102, (215) 985-9177

**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 type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" 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)

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	<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 checked="" 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 (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)) <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 U.S.C. Section 1332

Brief description of cause:

Fraudulent, unfair, deceptive and abusive advertising practices

**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

08/14/2015

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.  
 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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- 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.



## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 22825 County Road 561, Astatula, FL 34705

Address of Defendant: 1818 Market Street, Suite 1500, Philadelphia, PA 19103

Place of Accident, Incident or Transaction: Florida, Pennsylvania and elsewhere

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?  
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify) \_\_\_\_\_

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☒ All other Diversity Cases  
(Please specify) Fraud

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, David J. Stanoch, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 08/14/15

David J. Stanoch

Attorney-at-Law

91342

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 08/14/15

David J. Stanoch

Attorney-at-Law

91342

Attorney I.D.#

PD

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Donald White

v.

Sunoco, Inc.

:
  
:
  
:
  
:
  
:

CIVIL ACTION

15 4595

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2.
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

08/14/2015

Date

David J. Stanoch

Attorney-at-law

Plaintiff

Attorney for

(215) 985-9177

Telephone

(215) 985-4169

FAX Number

dstanoch@golombhonik.com

E-Mail Address

(Civ. 660) 10/02

AUG 14 2015