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8 Attorney for Plaintiffs JEAN SHREM
9 and MARNI FISCHER , for themselves and
10 all persons similarly situated

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

14	JEAN SHREM and MARNI FISCHER,)	Case No.
15	individually, and on behalf of others similarly)	
16	situated,)	<u>CLASS ACTION</u>
17	Plaintiff,)	COMPLAINT FOR DAMAGES AND
18	v.)	INJUNCTIVE RELIEF FOR
19	SOUTHWEST AIRLINES CO., a Texas)	(1) BREACH OF CONTRACT
20	corporation,)	(2) FRAUD
21	Defendant.)	(3) NEGLIGENCE
)	(4) UNJUST ENRICHMENT
)	JURY TRIAL DEMANDED
)	
)	

22 Plaintiffs JEAN SHREM and MARNI FISCHER, by and through their attorneys, bring
23 this action on behalf of themselves and all others similarly situated against the above named
24 defendant, demand a trial by jury, and allege on information and belief as follows:

25 **INTRODUCTION**

26 1. Defendant Southwest Airlines Co. (“Southwest”) owes much of its success to its
27 highly-publicized reputation as one of the most customer friendly airlines when it comes to
28

1 tickets changes and cancellations. It differentiates itself from other airlines in various advertising
2 mediums by touting its “no fees” policy for ticket changes or cancellations. For example:

3 We don't charge you for changing your mind, your plans, or
4 otherwise. So you can rest assured when booking your next
Southwest Airlines flight that change fees don't fly with us.

5 <https://www.southwest.com/html/air/nochangefee.html>

6 2. Southwest refers to this policy and practice throughout its website. For example,
7 on its web page entitled “How to Book and Manage Your Flight,” it states:

8 **Cancel Your Reservation**

9 We're sad to see you go, but happy to help you [cancel your flight](#). We
even make it easy to apply the value of your ticket toward future travel
10 online.

11 <https://www.southwest.com/html/customer-service/how-tos/book-and-manage-air-pol.html>.

12 The “cancel your flight” link leads to a web page entitled “Cancel Air Reservation,” which
13 states:

14 This page allows you to retrieve a Southwest Airlines reservation prior
to cancelling it. ...Unused travel funds may only be applied toward the
purchase of future travel for the individual named on the ticket.

15 <https://www.southwest.com/flight/cancel-air-reservation.html>

16 3. Specifically, Southwest's policy and practice provides that, when customers
17 cancel non-refundable tickets, then the full amount paid may be used without restriction as
18 credits to purchase future travel on Southwest for 1 year from the original date of purchase. The
19 policy encourages customers to purchase tickets, knowing they will not forfeit the payment as
20 long as they will be traveling with Southwest within a year.

21 4. This case, however, involves a hidden exception to the policy which breaches
22 Southwest's contract with its customers. Southwest forfeits the money paid for a ticket in *less*
23 *than* 1 year from the date of purchase in situations where customers purchase future travel by
24 combining cash with credit from a previously cancelled ticket. If the future travel is cancelled,
25 Southwest forfeits both credits 1 year from the date of the earliest purchase.

26 5. As a result, in this case Southwest forfeited \$784.40 in cash that Plaintiffs paid on
27 February 21, 2015 (which should have had a February 20, 2016 expiration date) in less than 1
28 year because they combined it with \$16 in credit having an earlier expiration date.

1 **PARTIES**

2 6. Plaintiffs Marni Fischer and Jean Shrem (“Plaintiffs”) are domestic partners
3 residing in Contra Costa County, California.

4 7. Defendant Southwest Airlines Co. (“Southwest”) is a Texas corporation doing
5 business throughout California and the United States.

6 **JURISDICTION AND VENUE**

7 8. This Court has jurisdiction pursuant to the provisions of the Class Action
8 Fairness Act, 28 U.S.C. § 1332(d) *et seq.* (“CAFA”).

9 9. Venue is proper in this Court because Southwest’s liability to Plaintiffs arose
10 within the jurisdictional region of this Court, where Southwest does substantial business.

11 **FACTS**

12 10. On August 24, 2014, Plaintiffs purchased Southwest tickets which they
13 subsequently cancelled in exchange for credit for future travel through August 23, 2015.

14 11. On February 21, 2015, Plaintiffs purchased two new roundtrip tickets from with
15 \$784 in cash and \$16 in Southwest credit from the prior cancelled tickets.

16 12. On that date, Southwest sent Plaintiffs their e-tickets, which read in relevant part:

17 **What you need to know to travel:**

- 18
- 19 • Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
 - 20 • Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
 - 21 • WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)
- 22
- 23

24 **Remember to be in the gate area on time and ready to board:**

- 25
- 26 • 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
 - 27 • 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for
- 28

1 boarding at least 10 minutes prior to your flight's scheduled departure
2 time. If not, Southwest may cancel your reserved space and you will
not be eligible for denied boarding compensation.

- 3 • If you do not plan to travel on your flight: In accordance with
4 Southwest's No Show Policy, you must notify Southwest at least 10
5 minutes prior to your flight's scheduled departure if you do not plan to
travel on the flight. If not, Southwest will cancel your reservation and all
6 funds will be forfeited.

7 **Air Cost:** 800.40

8 Carryon Items: 1 Bag + small personal item are free. [See full details](#). Checked
9 Items: First and second bags fly free. [Weight and size limits apply](#).

10 Fare Rule(s): 5262485114658: NONREF/NONTRANSFERABLE/STANDBY
11 REQ UPGRADE TO Y.

12 5262485114660: NONREF/NONTRANSFERABLE/STANDBY REQ
13 UPGRADE TO Y.

14 Valid only on Southwest Airlines. All travel involving funds from this
15 Confirmation Number must be completed by the expiration date. Unused
16 travel funds may only be applied toward the purchase of future travel for the
individual named on the ticket. Any changes to this itinerary may result in a
17 fare increase. Failure to cancel reservations for a Wanna Get Away fare
18 segment at least 10 minutes prior to travel will result in the forfeiture of all
remaining unused funds.

19 OAK WN MSY173.02WLNVVNR WN OAK173.02WLNVVNR 346.04 END
20 ZPOAKMSY XFOAK4.5MSY4.5 AY11.20\$OAK5.60 MSY5.60

21 A PDF copy of the e-ticket is attached as Exhibit A (the underlines link to other pages on the
22 Southwest website).

23 13. Plaintiffs could not make the trip, and cancelled it on June 12, 2015, well in
24 advance of the “10 minutes prior to travel” that according to the e-ticket would “result in the
25 forfeiture of all remaining unused funds.” *Id.*

26 14. On or about September 15, 2015, Plaintiffs tried to use the credits from their
27 cancelled tickets for future travel to be completed by February 20, 2016, but Southwest informed
28 them that it had forfeited the entire amount—all \$800.40—based on the expiration date
associated with the \$16 credit from the earlier flight.

15. Applicable federal regulations issued pursuant to the Airline Deregulation Act, 49
U.S.C. § 41701 *et seq.* (the “ADA”) provide that Southwest “may not impose any terms
restricting refunds of the ticket price, imposing monetary penalties on passengers, or raising the

1 ticket price... unless the passenger receives conspicuous written notice of the salient features of
2 those terms on or with the ticket.” 14 C.F.R. § 253.7.

3 16. Plaintiffs and persons similarly situated did not receive such conspicuous written
4 notice of any purported term that would permit Southwest to forfeit their travel credits in this
5 manner.

6 **CLASS ALLEGATIONS**

7 17. This class action is brought pursuant to Rules 23(a), (b)(2) and (b)(3) of the
8 Federal Rules of Civil Procedure by the individual named Plaintiffs on themselves and the
9 following classes:

10 **National Class**

11 All Southwest customers who cancelled domestic tickets more than 10 minutes
12 prior to their flight's scheduled departure time, but suffered forfeiture of the
payments for such tickets less than 1 year from the date of payment.

13 **California Sub-Class**

14 All members of the National Class who resided in California as of the date the
tickets were originally purchased.

15 18. Plaintiffs do not know the exact size or identities of the proposed classes because
16 that information is in the control of Southwest. Plaintiffs believe and allege, however, that both
17 classes encompasses thousands of Southwest customers in California and nationwide.

18 19. Common questions of fact and law predominate over any questions affecting only
19 individual members because all customers are subject to the same terms and received the same
20 forms of e-tickets. Determining whether Southwest breached its contract with Plaintiffs as
21 alleged herein will determine whether Southwest breached its contract with all members of the
22 classes alleged herein.

23 20. Plaintiffs' claims are typical of the claims of the class members and Plaintiffs do
24 not have any conflicts with the interests of any other class members.

25 21. Plaintiffs will fairly and adequately represent the interests of the class members.
26 They are committed to the vigorous prosecution of the class claims and have retained attorneys
27 who are qualified to pursue this litigation and have experience in class action and consumer
28 claims such as this.

1 22. A class action is superior to other methods for the fast and efficient adjudication
2 of this controversy and to avoid the risk of disparate and inconsistent rulings throughout the state
3 and nation. The amounts of money at stake for individual the individual class members are too
4 small to justify and support this litigation on an individual basis.

5
6 **1ST CLAIM FOR RELIEF**
7 **Breach of Contract**

8 23. The preceding paragraphs are incorporated by reference.

9 24. The rules of construction of the common law of contracts of the United States,
10 California, Texas, and all other states deplore forfeitures and hold that contracts shall receive
11 interpretation which is most favorable to the party against whom the forfeiture is asserted.

12 25. Plaintiffs entered into an agreement with Southwest that provided that they could
13 cancel their travel without forfeiting the money they paid for their tickets because they would
14 receive credit for the ticket price good for future travel on Southwest within 1 year of the date of
15 purchase.

16 26. Plaintiffs performed all their obligations under the agreement except to the extent
17 that they were excused from performance, and all the conditions requiring Southwest's
18 performance were satisfied.

19 27. Southwest breached the agreement by forfeiting \$784.40 in cash that Plaintiffs
20 paid on February 21, 2015 (which should have had a February 20, 2016 expiration date) in less
21 than 1 year from the date of purchase.

22 28. Any term of the agreement that purports to allow Southwest to commit the
23 forfeiture is void based on the absence of the required "conspicuous written notice." 14 C.F.R. §
24 253.7.

25 WHEREFORE, Plaintiffs pray for judgment and relief as set forth below.

26 **2ND CLAIM FOR RELIEF**
27 **Fraud**

28 29. The preceding paragraphs are incorporated by reference.

1 30. Southwest failed to adequately disclose any contractual term(s) that purportedly
2 permitted it to undertake the alleged forfeiture, including because Southwest failed to provide the
3 required “conspicuous written notice” of any such term(s). 14 C.F.R. § 253.7.

4 31. The non-disclosure was material, and intended to induce reliance. Alternatively,
5 Southwest knew or should have known that Plaintiffs would rely on the non-disclosure.

6 32. Plaintiffs reasonably relied on the non-disclosure, and suffered damages as a
7 result of such reliance as alleged herein.

8 33. Southwest is guilty of oppression, fraud and malice such that it is subject to the
9 imposition of punitive damages according to proof at trial.

10 WHEREFORE, Plaintiffs pray for judgment and relief as set forth below.

11 **3RD CLAIM FOR RELIEF**
12 **Negligence**

13 34. The preceding paragraphs are incorporated by reference.

14 35. Southwest had a duty of care to provide “conspicuous written notice” of any
15 contractual term(s) that purportedly permitted the alleged forfeiture. 14 C.F.R. § 253.7.

16 36. Southwest breached this duty.

17 37. Plaintiffs suffered damages as a result as alleged herein.

18 WHEREFORE, Plaintiffs pray for judgment and relief as set forth below.

19 **4th CLAIM FOR RELIEF**
20 **Unjust Enrichment**

21 38. The preceding paragraphs are incorporated by reference.

22 39. Southwest was enriched at Plaintiffs’ expense.

23 40. It is against equity to permit Southwest to retain the benefits.

24 WHEREFORE, Plaintiffs pray for judgment and relief as set forth below.

25 ///

26 ///

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request judgment as follows:

A. An order certifying the proposed classes, appointing the named Plaintiffs as the representative of the classes, and appointing the law firms representing the named Plaintiffs as counsel for the classes.

B. Economic damages according to proof.

C. In the alternative, specific performance and restitution according to proof.

D. Punitive damages according to proof.

E. Attorneys' fees, costs, and expenses.

F. And such other and further relief as the Court may deem proper.

DATE: October 2, 2015

LAW OFFICE OF PETER FREDMAN PC

By: /s/ Peter Fredman

PETER FREDMAN,
Attorney for Plaintiffs,

DEMAND FOR JURY TRIAL

Plaintiffs request a jury trial on all claims so triable.

LAW OFFICE OF PETER FREDMAN PC

By: /s/ Peter Fredman

PETER FREDMAN
Attorney for Plaintiffs

EXHIBIT A

You're all set for your trip!



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- [Check Flight Status](#)
- [Change Flight](#)
- [Special Offers](#)
- [Hotel Offers](#)
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AIR Itinerary

AIR Confirmation: 8868AE

Confirmation Date: 02/21/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FISCHER/MARNI	1017365381	5262485114658	Aug 23, 2015	2076
SHREM/JEAN	55756610	5262485114660	Aug 23, 2015	2076

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Jun 22	1618	Depart OAKLAND, CA (OAK) on Southwest Airlines at 3:30 PM Arrive in NEW ORLEANS, LA (MSY) at 9:35 PM Travel Time 4 hrs 5 mins Wanna Get Away
Fri Jun 26	190	Depart NEW ORLEANS, LA (MSY) on Southwest Airlines at 3:20 PM Arrive in OAKLAND, CA (OAK) at 5:50 PM Travel Time 4 hrs 30 mins Wanna Get Away

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.

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- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 800.40

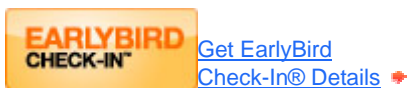
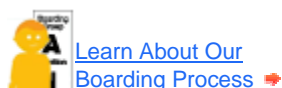
Carryon Items: 1 Bag + small personal item are free. [See full details](#). Checked Items: First and second bags fly free. [Weight and size limits apply](#).

Fare Rule(s): 5262485114658: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

5262485114660: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

OAK WN MSY173.02WLNVVNR WN OAK173.02WLNVVNR 346.04 END
ZPOAKMSY XFOAK4.5MSY4.5 AY11.20\$OAK5.60 MSY5.60





Cost and Payment Summary

AIR - 8868AE

Base Fare	\$692.08	Payment Information
Excise Taxes	\$ 51.92	Payment Type: Visa
Segment Fee	\$ 16.00	XXXXXXXXXXXX5747
Passenger Facility Charge	\$ 18.00	Date: Feb 21, 2015
September 11th Security Fee	\$ 22.40	Payment Amount: \$392.20
Total Air Cost	\$800.40	Tkls funds applied from Conf# MJ4TOA (\$0.00 remaining) \$8.00

Payment Type: Visa
XXXXXXXXXXXX5747
Date: Feb 21, 2015
Payment Amount: \$392.20

Tkls funds applied from Conf# MJ4TOA (\$0.00 remaining) \$8.00

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<h3>Useful Tools</h3> <ul style="list-style-type: none">Check In OnlineEarly Bird Check-InView/Share ItineraryChange Air ReservationCancel Air ReservationCheck Flight StatusFlight Status NotificationBook a CarBook a Hotel	<h3>Know Before You Go</h3> <ul style="list-style-type: none">In the AirportBaggage PoliciesSuggested Airport Arrival TimesSecurity ProceduresCustomers of SizeIn the AirPurchasing and Refunds	<h3>Special Travel Needs</h3> <ul style="list-style-type: none">Traveling with ChildrenTraveling with PetsUnaccompanied MinorsBaby on BoardCustomers with Disabilities
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<h3>Legal Policies & Helpful Information</h3>	
Privacy Policy	Customer Service Commitment
Notice of Incorporated Terms	Contact Us
FAQs	
Book Air Book Hotel Book Car Book Vacation Packages See Special Offers Manage My Account	

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us, Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

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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

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Office of Peter Fredman PC, 125 University Ave, Suite 102, Berkeley, CA 94710 510-868-2626

DEFENDANTS

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 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. § 1332(d)
Brief description of cause: Breach of airline customer ticket contract

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/02/2015 SIGNATURE OF ATTORNEY OF RECORD /s/ Peter Fredman

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

- (Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

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.