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8

9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 JOSEPH KINDER, individually, and
13 on behalf of other members of the
general public similarly situated,

14 Plaintiff,

15 v.

16 WOODBOLT DISTRIBUTION,
17 LLC, a Delaware limited liability
company,

18 Defendant.
19
20

Case No.: '18CV2713 DMS AGS

**CLASS ACTION COMPLAINT
FOR:**

- 1) Violations of California's
Consumers Legal Remedies Act
- 2) Violations of Unfair Competition
Law, California Business &
Professions Code § 17500 *et seq.*
- 3) Violations of Unfair Competition
Law, California Business &
Professions Code § 17200 *et seq.*
- 4) Unjust Enrichment

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Joseph Kinder (“Plaintiff”) brings this action on behalf of
3 himself and on behalf of all others similarly situated, against Defendant
4 Woodbolt Distribution, LLC d/b/a Nutrabolt (“Nutrabolt” or “Defendant”), based
5 on Defendant’s misleading business practices with respect to the packaging and
6 sale of Cellucor C4 Pre-Workout powders sold in 30- and 60-serving size
7 containers¹ (“C4 Pre-Workout Powders”).

8 2. At all relevant times, and as depicted in the photographs below,
9 Defendant has packaged and sold the C4 Pre-Workout Powders in opaque
10 packaging that conceals from consumers the amount of product actually
11 contained therein. The C4 Pre-Workout Powders are sold fully enclosed in an
12 opaque plastic container significantly comprised of non-functional empty space,
13 as detailed below. (*See* ¶ 18). This packaging prevents the consumer from
14 directly seeing or handling the product and leads the reasonable consumer to
15 believe that the package contains significantly more product than it actually
16 does.

17 3. Defendant’s practice of approximately half-filling its C4 Pre-
18 Workout Powders’ containers with powder inside of an opaque container creates
19 non-functional slack fill. The use of non-functional slack fill allows Defendant
20 to lower their costs by deceiving customers into paying a higher price for more
21 product than they truly receive. As a result, Defendant has realized sizable
22 profits.

23 4. Plaintiff and other consumers have reasonably relied on Defendant’s
24 deceptive packaging in purchasing C4 Pre-Workout Powders. If Plaintiff and
25 other consumers had known the actual amount of pre-workout powder contained
26

27 ¹ On information and belief, the C4 Pre-Workout Powders include, without
28 limitation: Cellucor C4 Ripped Pre-Workout, C4 Sport Pre-Workout, C4
Original Pre-Workout.

1 in the packaging, they would not have purchased the C4 Pre-Workout Powders
2 or would have paid less for them. Therefore, Plaintiff and other consumers have
3 suffered injury-in-fact as a result of Defendant's deceptive practices, including,
4 without limitation, out-of-pocket costs incurred in purchasing the overvalued C4
5 Pre-Workout Powders.

6 **PARTIES**

7 **PLAINTIFF JOSEPH KINDER**

8 5. Plaintiff Joseph Kinder is a California citizen who resides in Pine
9 Valley, California. In or around November 2017, Plaintiff purchased a 13.8-
10 ounce container of C4 Pre-Workout Powder from BodyBuilding.com, an
11 authorized retailer operating in San Diego County. Prior to purchasing the C4
12 Pre-Workout Powder, Plaintiff visited retailers authorized to sell the product
13 (e.g. Vitamin Shoppe) and viewed the product's packaging. Plaintiff
14 subsequently purchased the C4 Pre-Workout Powder in reliance on Defendant's
15 packaging, which made it appear that he was purchasing predominantly filled
16 containers of C4 Pre-Workout Powder, as indicated by the size of the product's
17 containers. However, unbeknownst to Plaintiff prior to purchase, after opening
18 the packaging, he discovered that the C4 Pre-Workout Powder container was
19 significantly under-filled and contained a large amount of empty space rather
20 than powder. Plaintiff thus reasonably believed he was buying more C4 Pre-
21 Workout Powder than he received.

22 6. Plaintiff purchased the C4 Pre-Workout Powder primarily for
23 personal, family, or household use. Woodbolt manufactured, sold, distributed,
24 advertised, marketed, and warranted the C4 Pre-Workout Powder.

25 7. If Plaintiff had known at the time of purchase that the C4 Pre-
26 Workout Powder products largely contained empty space and were only half-
27 filled with powder, he would not have purchased the product or would have paid
28 less for it. Plaintiff continues to visit stores that sell C4 Pre-Workout Powder, but

1 he cannot determine if the containers are still substantially under-filled. Plaintiff
 2 would purchase C4 Pre-Workout Powders in the future if the labeling and
 3 packaging were no longer misleading and deceptive such that he could determine
 4 prior to purchase the level to which the containers are actually filled with powder
 5 as opposed to empty space.

6 **DEFENDANT**

7 8. Defendant Woodbolt Distribution, LLC is a corporation organized
 8 and in existence under the laws of the State of Delaware and is registered to do
 9 business in the State of California. Woodbolt Distribution, LLC's corporate
 10 headquarters and principal place of business are located at 3891 S. Traditions
 11 Dr., Bryan, TX 77807. Woodbolt Distribution, LLC designs, tests,
 12 manufactures, markets, distributes, and sells Cellucor C4 Pre-Workout Powder
 13 nationwide and in California.

14 9. At all relevant times, Defendant was and is engaged in the business
 15 of designing, testing, manufacturing, marketing, distributing, and selling
 16 products in Los Angeles County and throughout the United States of America.

17 **JURISDICTION**

18 10. This is a class action.

19 11. This Court has subject matter jurisdiction over this matter pursuant
 20 to 28 U.S.C. § 1331 because this action arises under the Constitution or laws of
 21 the United States and the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and
 22 (6), in that, as to each Class defined herein:

- 23 a. the matter in controversy exceeds \$5,000,000.00, exclusive of
 24 interest and costs;
- 25 b. this is a class action involving 100 or more class members;
 26 and
- 27 c. this is a class action in which at least one member of the
 28 Plaintiff class is a citizen of a State different from at least one

Defendant.

12. The Court has personal jurisdiction over Defendant, which has at least minimum contacts with the State of California because it has conducted business there and has availed itself of California's markets through the marketing, distributing, and selling of C4 Pre-Workout Powders.

VENUE

13. Defendant, through its business of advertising, distributing, and selling C4 Pre-Workout Powders, have established sufficient contacts in this district such that personal jurisdiction is appropriate. Defendant is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

14. In addition, a substantial part of the events or omissions giving rise to these claims and a substantial part of the property that is the subject of this action are in this district. In addition, Plaintiff's Declaration, as required under California Civil Code § 1780(d) (but not pursuant to *Erie* and federal procedural rules), reflects that a substantial part of the events or omissions giving rise to the claims alleged herein occurred, or a substantial part of property that is the subject of this action, is situated in San Diego County, California. It is attached as

Exhibit 1.

FACTUAL ALLEGATIONS

15. At all relevant times, Defendant has distributed, marketed, advertised, and sold Cellucor C4 Pre-Workout Powders across California and the United States. Defendant sells Cellucor C4 Pre-Workout Powders at major retail and online outlets including, without limitation, the Cellucor website, Costco, GNC, Vitamin Shoppe, Bodybuilding.com and Amazon.com.

16. Pursuant to California Business and Professions Code §12606(b):
A container that does not allow the consumer to fully view its contents shall be considered to be filled as to be misleading if it contains nonfunctional slack fill. Slack fill is the difference between the actual capacity of a container and

1 the volume of product contained therein. Nonfunctional slack fill is the empty
2 space in a package that is filled to substantially less than its capacity for
3 reasons other than any one or more of the following:

- 4 (1) Protection of the contents of the package.
- 5 (2) The requirements of machines used for enclosing the
6 contents of the package.
- 7 (3) Unavoidable product settling during shipping and handling.
- 8 (4) The need to utilize a larger than required package or
9 container to provide adequate space for the legible
10 presentation of mandatory and necessary labeling
11 information, such as those based on the regulations adopted
12 by the United States Food and Drug Administration or state
13 or federal agencies under federal or state law, laws or
14 regulations adopted by foreign governments, or under an
15 industrywide voluntary labeling program.
- 16 (5) The fact that the product consists of a commodity that is
17 packaged in a decorative or representational container where
18 the container is part of the presentation of the product and
19 has value that is both significant in proportion to the value
20 of the product and independent of its function to hold the
21 product, such as a gift combined with a container that is
22 intended for further use after the product is consumed, or
23 durable commemorative or promotional packages.
- 24 (6) An inability to increase the level of fill or to further reduce
25 the size of the package, such as where some minimum
26 package size is necessary to accommodate required labeling,
27
28

1 discourage pilfering, facilitate handling, or accommodate
2 tamper-resistant devices.

3 (7) The product container bears a reasonable relationship to the
4 actual amount of product contained inside, and the
5 dimensions of the actual product container, the product, or
6 the amount of product therein is visible to the consumer at
7 the point of sale, or where obvious secondary use packaging
8 is involved.

9 (8) The dimensions of the product or immediate product
10 container are visible through the exterior packaging, or
11 where the actual size of the product or immediate product
12 container is clearly and conspicuously depicted on any side
13 of the exterior packaging excluding the bottom,
14 accompanied by a clear and conspicuous disclosure that the
15 representation is the actual size of the product or the
16 immediate product container.

17 (9) The presence of any headspace within an immediate product
18 container necessary to facilitate the mixing, adding, shaking,
19 or dispensing of liquids or powders by consumers prior to
20 use.

21 (10) The exterior packaging contains a product delivery or dosing
22 device if the device is visible, or a clear and conspicuous
23 depiction of the device appears on the exterior packaging, or
24 it is readily apparent from the conspicuous exterior
25 disclosures or the nature and name of the product that a
26 delivery or dosing device is contained in the package.

27 (11) The exterior packaging or immediate product container is a
28

1 kit that consists of a system, or multiple components,
2 designed to produce a particular result that is not dependent
3 upon the quantity of the contents, if the purpose of the kit is
4 clearly and conspicuously disclosed on the exterior
5 packaging.

6 (12) The exterior packaging of the product is routinely displayed
7 using tester units or demonstrations to consumers in retail
8 stores, so that customers can see the actual, immediate
9 container of the product being sold, or a depiction of the
10 actual size thereof prior to purchase.

11 (13) The exterior packaging consists of single or multiunit
12 presentation boxes of holiday or gift packages if the
13 purchaser can adequately determine the quantity and sizes of
14 the immediate product container at the point of sale.

15 (14) The exterior packaging is for a combination of one
16 purchased product, together with a free sample or gift,
17 wherein the exterior packaging is necessarily larger than it
18 would otherwise be due to the inclusion of the sample or gift,
19 if the presence of both products and the quantity of each
20 product are clearly and conspicuously disclosed on the
21 exterior packaging.

22 (15) The exterior packaging or immediate product container
23 encloses computer hardware or software designed to serve a
24 particular computer function, if the particular computer
25 function to be performed by the computer hardware or
26 software is clearly and conspicuously disclosed on the
27 exterior packaging.
28

1 17. Defendant's C4 Pre-Workout Powder's packaging fits squarely
2 within the foregoing definition of non-functional slack fill under California law.

3 18. As depicted in the photos below, taken between April 30, 2018 and
4 May 15, 2018, C4 Pre-Workout Powder is sold in a fully-enclosed opaque
5 container that does not allow consumers to even partially view the contents
6 inside. Therefore, the packaging "does not allow the consumer to fully view its
7 contents." Cal. B&P Code § 12606(b).





19. Cellucor C4 Pre-Workout Powder packaging is “filled to be misleading” due to the amount of slack fill it employs. The 30-serving C4 Pre-Workout packaging contains approximately 2/3, or 66.6% empty space and does not indicate the capacity of the container as it relates to the amount of product contained therein, thus preventing a reasonable consumer from determining the

1 striking difference in volume between the capacity of the container and the fill
2 amount.² Similarly, the 60-serving C4 Pre-Workout packaging contains almost
3 half, or approximately 45%, empty space and also, does not indicate the capacity
4 of the container as it relates to the amount of product contained therein. For
5 example, the photo below shows the unaltered contents of the same 30-serving
6 container shown above with the white seal removed, revealing the substantial
7 unnecessary empty space contained therein.



26
27 ² On information and belief, all C4 Pre-Workout Powders contain
28 substantially similar fill levels and thus, substantially similar non-functional
slack fill, approximately 45-66.6%.

1 20. As set out in Cal. B&P Code § 12606(b), non-functional slack fill is
2 defined as “the empty space in a package that is filled to substantially less than
3 its capacity” and which does not fall under any of the safe harbor provisions.
4 The amount of product that a consumer receives when purchasing C4 Pre-
5 Workout fills less than half the capacity of the container in which it is packaged.

6 21. Furthermore, the packaging does not fit within any of the safe
7 harbor provisions listed in Cal. B&P Code § 12606(b):

- 8 (1) Pursuant to § 12606(b)(1), the slack fill does not protect the
9 contents of the packaging, as the product is not fragile or
10 breakable;
- 11 (2) Pursuant to § 12606(b)(2), there is no reason that machines used
12 for enclosing the contents of the package would require an outer
13 container which can hold significantly more product than it
14 actually does, especially when the machines used by Defendant
15 are capable of producing several sizes of containers, as evidenced
16 by the various-sized containers of the C4 Pre-Workout Powder
17 ranging from small to large;
- 18 (3) Pursuant to § 12606(b)(3), the slack fill is not necessary to
19 accommodate product settling, as fine powder is not the sort of
20 product that “settles” significantly enough to require double the
21 amount of space; in fact, fine powders are the least likely to
22 “settle” because they fill every space of their containers, similar
23 to sand, such that if there is any settling, it is negligible and would
24 not result in 50% or more of the container being empty;
- 25 (4) Pursuant to § 12606(b)(4), the outer container does not need to be
26 larger to accommodate necessary labeling information, as there
27 are several sized containers available for the Vega Products, as
28 well as comparable products in various, smaller containers

1 produced by competitors;

2 (5) Pursuant to § 12606(b)(5), the outer container is not decorative or
3 representational, and does not have a value that is both significant
4 in proportion to its value and independent of its function to hold
5 the product;

6 (6) Pursuant to § 12606(b)(6), the outer packaging is not needed to
7 prevent theft or accommodate required labeling or tamper-
8 resistant devices and does not purport to do so;

9 (7) Pursuant to § 12606(b)(7), the outer container does not bear a
10 reasonable relationship to the actual amount of product contained
11 inside, and the amount of the product therein is not visible to the
12 consumer at the point of sale, as shown in the pictures above;

13 (8) Pursuant to § 12606(b)(8), neither the dimensions of the
14 immediate product container or the product are visible through the
15 exterior packaging, and the size of the immediate product
16 container is not clearly and conspicuously depicted on the exterior
17 packaging, as shown in the pictures above;

18 (9) Pursuant to § 12606(b)(9), the slack fill is not necessary to
19 facilitate mixing, shaking, or dispensing of the product because
20 the product is not intended for mixing or shaking within the
21 container and does not dispense the product;

22 (10) Pursuant to § 12606(b)(10), the outer container is not a delivery
23 or dosing device for the product, as there is a small scoop inside
24 the container for dosing;

25 (11) Pursuant to § 12606(b)(11), the outer container is not a kit or
26 system designed to produce a result not dependant on the quantity
27 of the contents;

28 (12) Pursuant to § 12606(b)(12), the product is not routinely displayed

1 outside of its packaging such that consumers can see the actual,
2 immediate container of the product being sold prior to purchase;

3 (13) Pursuant to § 12606(b)(13), the exterior packaging is not holiday
4 or gift packaging, and in no way suggests that it is intended to be
5 commemorative in any respect;

6 (14) Pursuant to § 12606(b)(14), the packaging does not contain a free
7 sample or gift which necessitates larger packaging; and

8 (15) Pursuant to § 12606(b)(15), the packaging does not contain
9 computer hardware or software.

10 22. Defendant's packaging is misleading to reasonable consumers,
11 including Plaintiff and potential class members, and serves only to maximize
12 Defendant's profits.

13 23. Defendant knows, or should know, that consumers, like Plaintiff and
14 other Class Members, reasonably rely on the size and style of their packaging in
15 purchasing Cellucor C4 Pre-Workout Powders and would reasonably believe that
16 the packaging contains much more powder than it actually does.

17 24. In reasonable reliance on the size and style of their packaging,
18 Plaintiff and Class Members purchased Cellucor C4 Pre-Workout Powders.

19 25. Plaintiff and Class Members did not know, and had no reason to
20 know, that the Cellucor C4 Pre-Workout Powders' packaging contains a
21 significant amount of empty space, because the containers are opaque with no
22 view of the contents inside, at the time of purchase. A reasonable consumer
23 cannot accurately determine the fill of the Cellucor C4 Pre-Workout Powders by
24 shaking or squeezing the packaging and is certainly not expected to do so prior
25 to purchasing them.

26 26. To this day, Defendant continues to sell Cellucor C4 Pre-Workout
27 Powders in deceptive packaging, without disclosing the true nature of the
28 contents therein. Because the Cellucor C4 Pre-Workout Powders' packaging

1 does not contain the amount of product reasonably expected by Plaintiff and
2 Class Members, Defendant's uniform practice of filling and packaging Cellucor
3 C4 Pre-Workout Powders in the foregoing manner was and continues to be
4 misleading and deceptive, and cheats consumers.

5 27. Each consumer has been exposed to the same or substantially
6 similar deceptive practice, with the same misleading size and style of packaging,
7 containing approximately 50% or more non-functional slack fill.

8 28. Plaintiff and other consumers have paid an unlawful premium for
9 the Cellucor C4 Pre-Workout Powders. If Plaintiff and Class Members knew
10 how little product they were getting, Plaintiff and Class Members would not
11 have purchased the Cellucor C4 Pre-Workout Powder or would have paid less
12 for it. Therefore, Plaintiff and other consumers purchasing the Cellucor C4 Pre-
13 Workout Powders suffered injury in fact and lost money as a result of
14 Defendant's false, unfair, and fraudulent practices, as described herein.

15 29. As a result of their reliance on Defendant's representations,
16 consumers have suffered an ascertainable loss of money, including, but not
17 limited to, out of pocket costs incurred in purchasing Cellucor C4 Pre-Workout
18 Powder, for which Plaintiff and other consumers have paid an unlawful
19 premium. Specifically, they have paid for an amount of product that they
20 expected to but never received. Plaintiff and other consumers would have paid
21 significantly less for Cellucor C4 Pre-Workout Powders had they known that the
22 package only contained 50% of the product that it had the capacity to hold. In
23 the alternative, Plaintiff and other consumers would not have purchased Cellucor
24 C4 Pre-Workout at all had they known that the package only contained 50% of
25 the product that it had the capacity to hold. Therefore, Plaintiff and Class
26 Members suffered injury-in-fact and lost money as a result of Defendant's false,
27 unfair, and fraudulent practices, as described herein.

28 30. Further, as a result of its deceptive marketing and unfair competition

1 with other similar manufacturers and brands, Defendant realized sizable profits.

2 31. As a result of its misleading business practice, and the harm caused
3 to Plaintiff and Class Members, Defendant should be enjoined from using this
4 deceptive packaging, and should be required to pay for all damages caused to
5 Plaintiff and Class Members.

6 **CLASS ALLEGATIONS**

7 32. Plaintiff brings this lawsuit as a class action on behalf of himself
8 and all others similarly situated as members of the proposed Class pursuant to
9 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and
10 23(c)(4). This action satisfies the numerosity, commonality, typicality, adequacy,
11 predominance, and superiority requirements of those provisions.

12 33. Plaintiff's proposed Class and Sub Class(es) are defined as:

13 **Class:** All individuals who purchased Cellucor C4 Pre-Workout
14 Powder packaged in 30- and 60-serving size containers, or
15 substantially similar packaging, in the United States from four years
16 prior to the filing of the complaint to the time of class certification.

17 **California Sub-Class:** All individuals in the Class who purchased
18 Cellucor C4 Pre-Workout Powder packaged in 30- and 60-serving
size containers, or substantially similar packaging, in California.

19 **CLRA Sub-Class:** All members of the California Sub-Class who
20 are "consumers" within the meaning of California Civil Code §
21 1761(d).

22 34. Members of the Class will collectively be referred to as "Class
23 Members."

24 35. Excluded from the Class and Sub-Classes are: (1) Defendant, any
25 entity or division in which Defendant has a controlling interest, and its legal
26 representatives, officers, directors, assigns, and successors; (2) the Judge to
27 whom this case is assigned and the Judge's staff; (3) any Judge sitting in the
28 presiding state and/or federal court system who may hear an appeal of any

1 judgment entered; and (4) those persons who have suffered personal injuries as a
2 result of the facts alleged herein. Plaintiff reserves the right to amend the Class
3 and Sub-Class definitions if discovery and further investigation reveal that the
4 Class and Sub-Class should be expanded or otherwise modified. There is a well-
5 defined community of interest in the litigation and the class is readily
6 ascertainable.

7 36. Numerosity: Although the exact number of Class Members is
8 uncertain and can only be ascertained through appropriate discovery, the number
9 is great enough such that joinder is impracticable. The disposition of the claims
10 of these Class Members in a single action will provide substantial benefits to all
11 parties and to the Court. The Class Members are readily identifiable from
12 information and records in Defendant's possession, custody, or control.

13 37. Typicality: Plaintiff's claims are typical of the claims of the Class
14 in that Plaintiff, like all Class Members, was exposed to Defendant's misleading
15 packaging, purchased the Cellucor C4 Pre-Workout Powder in reliance on the
16 misleading packaging, and suffered losses as a result of such purchases. The
17 representative Plaintiff, like all Class Members, has been damaged by
18 Defendant's misconduct in that they incurred expenses due to their reliance on
19 Defendant's deceptive packaging, as described throughout this complaint.
20 Furthermore, the factual bases of Defendant's misconduct are common to all
21 Class Members and represent a common thread resulting in injury to all Class
22 Members.

23 38. Adequacy: Plaintiff is an adequate representative of the Classes
24 because his interests do not conflict with the interests of the members of the
25 Classes he seeks to represent, he has retained competent counsel experienced in
26 prosecuting class actions, and he intends to prosecute this action vigorously. The
27 interests of the members of the Classes will be fairly and adequately protected by
28 the Plaintiff and his counsel.

1 39. Commonality: Numerous questions of law and fact are common to
 2 Plaintiff and the Class Members that predominate over any question affecting
 3 only individual Class Members. These common legal and factual issues include
 4 the following:

- 5 a. Whether Cellucor C4 Pre-Workout Powders' packaging contains
- 6 non-functional slack fill;
- 7 b. Whether Defendant's conduct was unlawful, unfair, and/or
- 8 deceptive;
- 9 c. Whether Defendant's conduct violates federal and/or state consumer
- 10 protection laws;
- 11 d. Whether Plaintiff and other Class Members are entitled to equitable
- 12 relief, including, without limitation, a preliminary and/or permanent
- 13 injunction;
- 14 e. Whether Plaintiff and other Class Members are entitled to damages;
- 15 f. Whether Defendant knew or reasonably should have known of their
- 16 deceptive representations and omissions relating to its Cellucor C4
- 17 Pre-Workout Powders' packaging; and
- 18 g. Whether Defendant is obligated to inform Class Members of their
- 19 right to seek reimbursement for having paid for Cellucor C4 Pre-
- 20 Workout Powders in reliance on Defendant's misrepresentations.

21 40. Predominance and Superiority: Plaintiff and Class Members have
 22 all suffered and will continue to suffer harm and damages as a result of
 23 Defendant's unlawful and wrongful conduct. A class action is superior to other
 24 available methods for the fair and efficient adjudication of the controversy.
 25 Absent a class action, most Class Members would likely find the cost of
 26 litigating their claims prohibitively high and would therefore have no effective
 27 remedy at law. Because of the relatively small size of the individual Class
 28 Members' claims, it is likely that only a few Class Members could afford to seek

1 legal redress for Defendant's misconduct. Absent a class action, Class Members
 2 will continue to incur damages, and Defendant's misconduct will continue
 3 without remedy. Class treatment of common questions of law and fact would
 4 also be a superior method to multiple individual actions or piecemeal litigation in
 5 that class treatment will conserve the resources of the courts and the litigants and
 6 will promote consistency and efficiency of adjudication.

7 **FIRST CAUSE OF ACTION**

8 **(Violation of California's Consumers Legal Remedies Act, California** 9 **Civil Code § 1750, *et seq.*)**

10 41. Plaintiff re-alleges and incorporates by reference each and every
 11 allegation contained in the preceding paragraphs of this Complaint as though
 12 fully set forth herein.

13 42. Plaintiff brings this cause of action on behalf of himself and on
 14 behalf of the members of the CLRA Sub-Class.

15 43. Defendant is a "person" as defined by California Civil Code §
 16 1761(c).

17 44. Plaintiff and CLRA Sub-Class Members are "consumers" within the
 18 meaning of California Civil Code § 1761(d) because they bought Cellucor C4
 19 Pre-Workout Powders for personal, family, or household purposes.

20 45. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or
 21 services have sponsorship, approval, characteristics, ingredients, uses, benefits,
 22 or quantities which they do not have" By packaging Cellucor C4 Pre-
 23 Workout Powders in its current misleading packages, Defendant has represented
 24 and continues to represent that the Product has quantities which it does not have.
 25 Therefore, Defendant violates § 1770(a)(5) of the CLRA.

26 46. Cal. Civ. Code § 1770(a)(9) prohibits "[a]dvertising goods or
 27 services with intent not to sell them as advertised." By deceitfully packaging
 28 Cellucor C4 Pre-Workout Powders in a container with significantly greater

1 volume than the product contained therein, and then intentionally selling
2 Cellucor C4 Pre-Workout Powders in a manner that does not meet consumer
3 expectations as to the quantity of powder contained in the packaging, Defendant
4 has violated section 1770(a)(9) of the CLRA.

5 47. At all relevant times, Defendant knew or reasonably should have
6 known that the Cellucor C4 Pre-Workout Powders' packaging contained a
7 significant amount of non-functional slack fill, and that Plaintiff and other
8 members of the CLRA Sub-Class would reasonably and justifiably rely on the
9 size and style of the package in purchasing Cellucor C4 Pre-Workout Powders.

10 48. Plaintiff and members of the CLRA Sub-Class have reasonably and
11 justifiably relied on Defendant's misleading and fraudulent conduct when
12 purchasing Cellucor C4 Pre-Workout Powders. Moreover, Defendant's
13 fraudulent and misleading conduct is material in that a reasonable consumer
14 would have considered the amount of product contained in the packaging to be
15 important in deciding whether to purchase Cellucor C4 Pre-Workout Powders or
16 pay less. Therefore, reliance on such conduct as a material reason for the
17 decision to purchase the Product may be presumed or inferred for Plaintiff and
18 members of the CLRA Sub-Class.

19 49. Plaintiff and members of the CLRA Sub-Class have suffered and
20 continue to suffer injuries caused by Defendant, because they would not have
21 purchased Cellucor C4 Pre-Workout Powders, or would have paid significantly
22 less for it, had they known that Defendant's conduct was misleading and
23 fraudulent.

24 50. As a direct and proximate result of Defendant's unfair methods of
25 competition and/or unfair and deceptive practices, Plaintiff and the Class have
26 suffered and will continue to suffer actual damages.

27 51. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the
28 CLRA Sub-Class seek damages, restitution, declaratory and injunctive relief, and

1 all other remedies the Court deems appropriate for Defendant's violations of the
2 CLRA. Plaintiff seeks to enjoin Defendant from use of deceptive non-functional
3 slack fill in its products.

4 52. Plaintiff provided Defendant with notice of its violations of the
5 CLRA pursuant to California Civil Code § 1782(a). If Defendant fails to provide
6 appropriate relief for its violations of the CLRA within 30 days, Plaintiff will
7 seek monetary, compensatory, and punitive damages, in addition to injunctive
8 and equitable relief.

9 **SECOND CAUSE OF ACTION**

10 **(Violation of California Business & Professions Code § 17500 *et seq.*)**

11 53. Plaintiff incorporates by reference the allegations contained in each
12 and every paragraph of this Complaint.

13 54. Plaintiff brings this cause of action on behalf of himself and on
14 behalf of the Class, or in the alternative, on behalf of the California Sub-Class.

15 55. California Business & Professions Code § 17500 prohibits unfair,
16 deceptive, untrue, and misleading advertising in connection with the disposal of
17 personal property (among other things), including, without limitation, false
18 statements as to the use, worth, benefits, or characteristics of the property.

19 56. Defendant has represented and continues to represent to the public,
20 including Plaintiff and Class Members, through its deceptive packaging, that
21 more product is contained therein than actually is. Defendant's representation is
22 misleading because the packing only contains 50% or less of the amount of
23 product compared to what the packaging could potentially hold. Defendant
24 made such untrue or misleading advertisements with the intent to dispose of said
25 merchandise.

26 57. Defendant knew, or in the exercise of reasonable care should have
27 known, that these representations were misleading and deceptive, and that such
28 representations continue to be misleading.

58. As a result of their reliance on Defendant's misrepresentations, Class Members suffered an ascertainable loss of money, property, and/or value of the product.

59. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiff and the Class have suffered and will continue to suffer actual damages.

60. Defendant has been unjustly enriched and should be required to make restitution to Plaintiff and the Class. Pursuant to § 17535 of the Business & Professions Code, Plaintiff and Class Members are entitled to an order of this Court enjoining such future conduct on the part of Defendant, and such other orders and judgments which may be necessary to disgorge Defendant's ill-gotten gains and restore to any person in interest any money paid for Cellucor C4 Pre-Workout Powders as a result of the wrongful conduct of Defendant.

THIRD CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200 *et seq.*)

61. Plaintiff incorporates by reference the allegations contained in each and every paragraph of this Complaint.

62. Plaintiff brings this cause of action on behalf of himself and on behalf of the Class, or in the alternative, on behalf of the California Sub-Class.

63. As a result of their reliance on Defendant's misrepresentations and omissions, Class Members suffered an ascertainable loss of money, property, and/or value of their Cellucor C4 Pre-Workout Powders.

64. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising."

65. Under the UCL, a business act or practice is "unlawful" if it violates any established state or federal law.

66. Defendant's false and misleading advertising of Cellucor C4 Pre-

1 Workout Powders therefore was, and continues to be, “unlawful” because it
2 violates Cal. B&P Code § 12606(b), because it contains unlawful non-functional
3 slack fill as detailed herein.

4 67. Furthermore, Defendant’s acts, conduct and practices also
5 constituted violations of California’s Consumers Legal Remedies Act; and
6 violations of California’s False Advertising Law.

7 68. By its conduct, Defendant has engaged in unfair competition and
8 unlawful, unfair, and fraudulent business practices.

9 69. Defendant’s unfair or deceptive acts or practices occurred
10 repeatedly in Defendant’s trade or business, and were capable of deceiving a
11 substantial portion of the purchasing public.

12 70. As a direct and proximate result of Defendant’s unfair and deceptive
13 practices, Plaintiff and the Class have suffered and will continue to suffer actual
14 damages. Defendant has been unjustly enriched and should be required to make
15 restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the
16 Business & Professions Code. Plaintiffs incorporate by reference the allegations
17 contained in each and every paragraph of this Complaint.

18 **FOURTH CAUSE OF ACTION**

19 **(For Unjust Enrichment)**

20 71. Plaintiff brings this cause of action on behalf of himself and on
21 behalf of the Class, or, in the alternative, on behalf of the California Sub-Class,
22 against Defendant.

23 72. As a direct and proximate result of Defendant’s misrepresentations,
24 Defendant has profited through the sale of C4 Pre-Workout Powders. Although
25 some of the powders can be purchased through Defendant’s agents, the money
26 from the products’ sales flows directly back to Defendant.

27 73. Defendant has therefore been unjustly enriched as a result of
28 Defendant’s deceptive business practices in advertising, marketing, and selling

the C4 Pre-Workout Powders through the use of funds that earned interest or otherwise added to Defendant's profits when said money should have remained with Plaintiff and Class Members.

74. As a result of the Defendant's unjust enrichment, Plaintiff and Class Members have suffered damages.

PRAYER FOR RELIEF

75. Plaintiff, on behalf of himself, and all others similarly situated, requests the Court to enter judgment against Defendant, as follows:

- a. An order certifying the proposed Class and Sub-Classes, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;
- b. An order enjoining Defendant from further deceptive advertising, sales, and other business practices with respect to its Cellucor C4 Pre-Workout Powders' packaging;
- c. A declaration requiring Defendant to comply with the various provisions of California's False Advertising Law and CLRA alleged herein and to make all the required representations;
- d. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale of Cellucor C4 Pre-Workout Powders, or make full restitution to Plaintiff and Class Members;
- e. An award of attorneys' fees and costs, as allowed by law;
- f. An award of attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5;
- g. An award of pre-judgment and post-judgment interest, as provided by law;
- h. Leave to amend the Complaint to conform to the evidence produced at trial; and

- 1 i. Such other relief as may be appropriate under the
2 circumstances.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a trial by jury of any and all issues in this action so
5 triable.

6
7 Dated: November 30, 2018

Respectfully submitted,
Capstone Law APC

8
9
10 By: /s/ Tarek H. Zohdy

Tarek H. Zohdy
Cody R. Padgett
Trisha K. Monesi

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13 Attorneys for Plaintiff Joseph Kinder
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EXHIBIT 1

1 Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
2 Cody R. Padgett (SBN 275553)
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3 Trisha K. Monesi (SBN 303512)
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1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff
Joseph Kinder
8

9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 JOSEPH KINDER, individually, and
12 on behalf of other members of the
13 general public similarly situated,

14 Plaintiff,

15 v.

16 WOODBOLT DISTRIBUTION,
LLC, a Delaware limited liability
17 company,

18 Defendant.
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Case No.:

**DECLARATION OF JOSEPH
KINDER IN SUPPORT OF VENUE
FOR CLASS ACTION COMPLAINT
PURSUANT TO CIVIL CODE §
1780(d)**

1 **DECLARATION OF JOSEPH KINDER**

2 I, JOSEPH KINDER, declare under penalty of perjury as follows:

3 1. I make this declaration based upon my personal knowledge except
4 as to those matters stated herein that are based upon information and belief, and
5 as to those matters I believe them to be true. I am over the age of eighteen, a
6 citizen of the State of California, and a Plaintiff in this action.

7 2. Pursuant to California Civil Code § 1780(d), this Declaration is
8 submitted in support of Plaintiff's Selection of Venue for the Trial of Plaintiff's
9 Cause of Action alleging violation of California's Consumers Legal Remedies
10 Act.

11 3. I reside in Pine Valley, California, which is in the County of San
12 Diego. I purchased the Cellucor C4 Pre-Workout Powder that is the subject of
13 this lawsuit in the County of San Diego.

14 4. I am informed and believe that Defendant Woodbolt Distribution,
15 LLC ("Woodbolt" or "Defendant") is a Delaware corporation organized and
16 existing under the laws of the State of Delaware and is registered to conduct
17 business in California. Woodbolt Distribution, LLC's corporate headquarters
18 and principal place of business is located at 3891 S. Traditions Dr., Bryan, Texas
19 77807. On information and belief, Defendant conducts business in San Diego
20 County.

21 5. Based on the facts set forth herein, this Court is a proper venue for
22 the prosecution of Plaintiff's Cause of Action alleging violation of California's
23 Consumers Legal Remedies Act because the Cellucor C4 Pre-Workout Powders
24 that are the subject of this lawsuit are situated here, and a substantial portion of
25 the events giving rise to the claims occurred here.

26 //

27 //

28 //

Executed on November 11/30/2018, 2018, in Pine Valley, California.

Joseph Kinder

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

Joseph Kinder, individually, and on behalf of other members of the general public similarly situated

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Tarek Zohdy; Cody Padgett; Trisha Monesi
Capstone Law APC; 1875 Century Park East, Suite 1000, Los Angeles,
CA 90067, (310) 556-4811

DEFENDANTS

Woodbolt Distribution LLC, a Delaware limited liability company

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)

'18CV2713 DMS AGS

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 |
|---|---------------------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |
- 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)

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input 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"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

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

28 U.S.C. § 1332(d); 28 U.S.C. § 1391

Brief description of cause:

Violations of CA's Consumers Legal Remedies Act; Unfair Business Competition Law & Breach of Implied Warranty

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

11/30/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Tarek H. Zohdy

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.