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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

KYLE JOHNSON, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

BUTCHERBOX, LLC, a Massachusetts  
limited liability company; and DOES 1 –  
10, inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR:**

- 1. VIOLATIONS OF CALIFORNIA'S.  
AUTOMATIC RENEWAL LAW  
(BUSINESS AND PROFESSIONS  
CODE §§ 17600-17604); AND**
- 2. VIOLATIONS OF CALIFORNIA'S  
UNFAIR COMPETITION LAW  
(BUSINESS AND PROFESSIONS  
CODE §§ 17200-17204)**

1 Plaintiff Kyle Johnson (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, complains and alleges as follows:

### 3 INTRODUCTION & OVERVIEW OF CLAIMS

4 1. Plaintiff brings this class action on behalf of himself and a class of others  
5 similarly situated consisting of all persons in California who, within the applicable  
6 statute of limitations period up to and including the date of judgment in this action,  
7 purchased subscriptions for products (such as beef and related food products) from  
8 ButcherBox, LLC (“Defendant”). The class of others similarly situated to Plaintiff is  
9 referred to herein as “Class Members.” The claims for damages, restitution, injunctive  
10 and/or other equitable relief, and reasonable attorneys’ fees and costs arise under  
11 California Business and Professions Code (hereinafter “Cal. Bus. & Prof. Code”) §§  
12 17602, 17603, 17604) and 17200, et seq., and California Code of Civil Procedure §  
13 1021.5. Plaintiff and Class Members are consumers for purposes of Cal. Bus. & Prof.  
14 Code §§ 17600-17606.

15 2. During the Class Period, Defendant made automatic renewal or continuous  
16 service offers to consumers in California and failed to provide an acknowledgment that  
17 includes the automatic renewal or continuous service offer terms, cancellation policy,  
18 and information regarding how to cancel in a manner that is capable of being retained  
19 by the consumer in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b).  
20 As a result, all goods, wares, merchandise, or products sent to Plaintiff and Class  
21 Members under the automatic renewal of continuous service agreements are deemed to  
22 be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603.

23 3. As a result of the above, Plaintiff, on behalf of himself and Class  
24 Members, seeks damages, restitution, declaratory relief, injunctive relief and reasonable  
25 attorneys’ fees and costs pursuant to Cal. Bus. & Prof. Code, §§ 17603, 17203, and  
26 17204, and Code of Civil Procedure § 1021.5.

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## **JURISDICTION AND VENUE**

4. This Court has diversity jurisdiction over this class action pursuant to 28 U.S.C. § 1332 as amended by the Class Action Fairness Act of 2005 because the amount in controversy exceeds five million dollars (\$5,000,000.00), exclusive of interest and costs, and is a class action in which some members of the class are citizens of different states than Defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

5. This Court also has personal jurisdiction over Defendant because Defendant currently does business in this state.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Plaintiff is a resident of this District; and because Defendant is subject to personal jurisdiction in this District and a substantial portion of the conduct complained of herein occurred in this District.

## **PARTIES**

7. Plaintiff purchased a subscription plan from Defendant in California during the Class Period. Plaintiff and Class Members are consumers as defined under Cal. Bus. & Prof. Code § 17601(d).

8. Plaintiff is informed and believes, and upon such information and belief alleges, that Defendant ButcherBox, LLC is a Massachusetts limited liability company with its principal place of business located in Brighton, Massachusetts. Defendant operates in California and has done business in California at all times during the Class Period. Also during the Class Period, Defendant made, and continues to make, automatic renewal or continuous service offers to consumers in California. Defendant operates a website which markets beef and related food products.

9. The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of

1 Court to amend this Complaint to reflect the true names and capacities of the DOE  
2 Defendants when such identities become known.

3 10. At all relevant times, each and every Defendant was acting as an agent  
4 and/or employee of each of the other Defendants and was acting within the course  
5 and/or scope of said agency and/or employment with the full knowledge and consent of  
6 each of the Defendants. Each of the acts and/or omissions complained of herein were  
7 alleged and made known to, and ratified by, each of the other Defendants (ButcherBox,  
8 LLC and DOE Defendants will hereafter collectively be referred to as “Defendant”).

9 **FACTUAL BACKGROUND**

10 **California Business Professions Code §§ 17600-17606**

11 11. On December 1, 2010, sections 17600-17606 of the Cal. Bus. & Prof.  
12 Code came into effect. The Legislature’s stated intent for this Article was to end the  
13 practice of ongoing charges to consumers’ Payment Methods without consumers’  
14 explicit consent for ongoing shipments of a product or ongoing deliveries of service.  
15 See Cal. Bus. & Prof. Code § 17600.

16 12. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business  
17 making an automatic renewal or continuous service offer to a consumer in this state to  
18 do, among other things, the following:

19 Fail to provide an acknowledgment that includes the automatic  
20 renewal or continuous service offer terms, cancellation policy, and  
21 information regarding how to cancel in a manner that is capable of  
22 being retained by the consumer. If the offer includes a free trial, the  
23 business shall also disclose in the acknowledgment how to cancel  
24 and allow the consumer to cancel before the consumer pays for the  
25 goods or services.

26 13. Cal. Bus. & Prof. Code § 17601(a) defines the term “Automatic renewal”  
27 as a “plan or arrangement in which a paid subscription or purchasing agreement is  
28 automatically renewed at the end of a definite term for a subsequent term.”

14. Cal. Bus. & Prof. Code § 17601(b) defines the term “Automatic renewal  
offer terms” as “the following clear and conspicuous disclosures: (1) That the

1 subscription or purchasing agreement will continue until the consumer cancels. (2) The  
 2 description of the cancelation policy that applies to the offer. (3) The recurring charges  
 3 that will be charged to the consumer's credit or debit card or payment account with a  
 4 third party as part of the automatic renewal plan or arrangement, and that the amount of  
 5 the charge may change, if that is the case, and the amount to which the charge will  
 6 change, if known. (4) The length of the automatic renewal term or that the service is  
 7 continuous, unless the length of the term is chosen by the consumer. (5) The minimum  
 8 purchase obligation, if any."

9 15. Section 17602(b) provides: "A business making automatic renewal or  
 10 continuous service offers shall provide a toll-free telephone number, electronic mail  
 11 address, a postal address only when the seller directly bills the consumer, or another  
 12 cost-effective, timely, and easy-to-use mechanism for cancellation that shall be  
 13 described in the acknowledgment specified in paragraph (3) of subdivision (a)."

14 16. Section 17603 of Cal. Bus. & Prof. Code provides: "In any case in which a  
 15 business sends any goods, wares, merchandise, or products to a consumer, under a  
 16 continuous service agreement or automatic renewal of a purchase, without first  
 17 obtaining the consumer's affirmative consent as described in Section 17602, the goods,  
 18 wares, merchandise, or products shall for all purposes be deemed an unconditional gift  
 19 to the consumer, who may use or dispose of the same in any manner he or she sees fit  
 20 without any obligation whatsoever on the consumer's part to the business, including,  
 21 but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,  
 22 merchandise, or products to the business."

### 23 **Defendant's Business**

24 17. Defendant offers, at its website, found at [www.butcherbox.com](http://www.butcherbox.com), various  
 25 subscriptions for **beef** and related **food products**. Defendant's product and services  
 26 plan constitutes an automatic renewal and/or continuous service plan or arrangement  
 27 for the purposes of Cal. Bus. & Prof. Code § 17601.

**Defendant Failed to Provide an Acknowledgment as Required by Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b)**

18. After Plaintiff and Class Members subscribed to one of Defendant's subscription plans, Defendant sent to Plaintiff and Class Members email follow-ups to their purchases, but has failed, and continues to fail, to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b).

From: ButcherBox <[support@butcherbox.com](mailto:support@butcherbox.com)>  
 To: [REDACTED]  
 Sent: Monday, December 4, 2017, 11:44:55 AM PST  
 Subject: Your ButcherBox order receipt



***Thanks For Your Order***

Thanks for joining ButcherBox. Your order receipt and details are below. You will receive an email shortly with your account information.

We'll send you tracking information when your box ships. We ship Mon – Wed for estimated delivery between Thu – Fri of the delivery week you selected.

Looking for the perfect gift or planning an extraordinary feast? [Check out ButcherBox Holiday Boxes.](#)

Thank you for your order

Order #232338

Product	Price	Quantity	Total
Box 1 - Beef Chicken Pork Plan	\$129.00	1	\$129.00
Shipping:			\$0.00
Sub Total:			\$129.00

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Discount:	\$0.00
Total:	\$129.00

Billing Address

Shipping Address



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Have questions about your membership? You can contact our Member Services team by emailing [support@butcherbox.com](mailto:support@butcherbox.com) any day M-F, or call 855-861-8508 (M-F, 9AM - 5PM EST).



From: ButcherBox <support@butcherbox.com>  
 To: Kyle Johnson [REDACTED]  
 Sent: Thursday, January 4, 2018, 12:48:07 PM PST  
 Subject: Your Next ButcherBox

**BUTCHER  
B—O—X**



## ***Your Next ButcherBox***

I hope you're as excited as we are, that your next ButcherBox is on the way.

We'll send you tracking information when your box ships. We ship Mon – Wed for estimated delivery between Thu – Fri of the delivery week you selected.

Remember you can visit your account page to track your box's progress and get the most out of your ButcherBox membership.

Thank you for your order

Order #256374

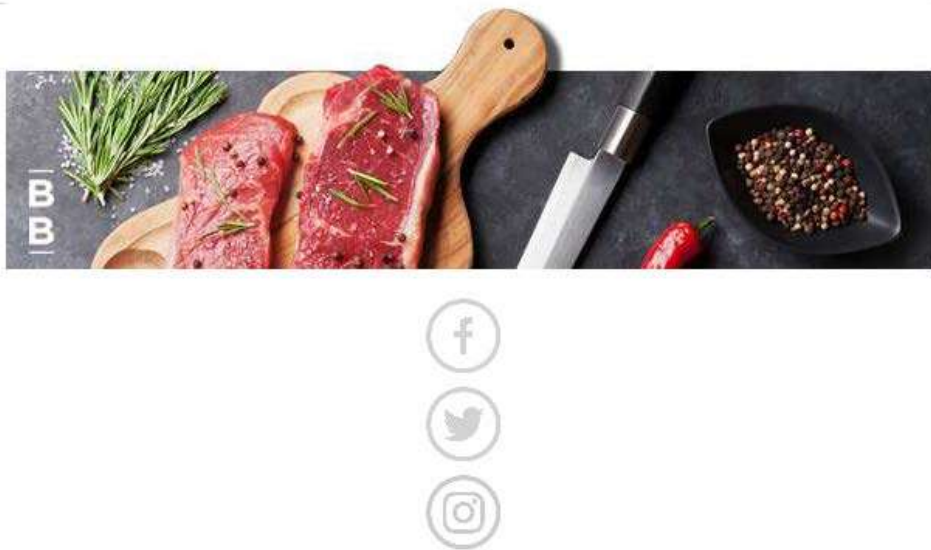
Product	Price	Quantity	Total
Box 2 - Beef Chicken Pork Plan	\$129.00	1	\$129.00



Shipping:	\$0.00
Sub Total:	\$129.00
Discount	\$0.00
Total:	\$129.00

Billing Address	Shipping Address
██████████ ██████████	██████████ ██████████

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Have questions about your membership? You can contact our Member Service team by emailing [support@butcherbox.com](mailto:support@butcherbox.com) any day, or call 855-981-8568 M-F 9AM - 5PM EST.

## CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Rule 23(a) of the Federal Rules of Civil Procedure. The proposed Class (the “Class”) that Plaintiff seeks to represent is composed of and defined as:

**“All persons within California that, within the applicable statute of limitations period up to and including entry of judgment in this**

1        **matter, purchased any product or service in response to an offer**  
2        **constituting an “Automatic Renewal” as defined by § 17601(a) of the**  
3        **Business and Professions Code, from ButcherBox, LLC, its**  
4        **predecessors, or its affiliates, via the website [www.butcherbox.com](http://www.butcherbox.com).”**

5        20. Excluded from the Class are governmental entities, Defendant, any entity  
6 in which Defendant has a controlling interest, and Defendant’s officers, directors,  
7 affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries,  
8 and assigns, and individuals bound by any prior settlement. Also excluded from the  
9 Class is any judge, justice, or judicial officer presiding over this matter.

10        21. This action is brought and may be properly maintained as a class action  
11 pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and 23(b)(1)-  
12 (3). This action satisfies the numerosity, typicality, adequacy, predominance and  
13 superiority requirements of those provisions.

14        22. [Fed. R. Civ. P. 23(a)(1)] The Class is so numerous that the individual  
15 joinder of all of its members is impractical. While the exact number and identities of  
16 Class members are unknown to Plaintiff at this time and can only be ascertained  
17 through appropriate discovery, Plaintiff is informed and believes the Class includes  
18 hundreds of thousands of members. Plaintiff alleges that the Class may be ascertained  
19 by the records maintained by Defendant.

20        23. [Fed. R. Civ. P. 23(a)(2)] Common questions of fact and law exist as to all  
21 members of the Class that predominate over any questions affecting only individual  
22 members of the Class. These common legal and factual questions, which do not vary  
23 from class member to class member, and which may be determined without reference to  
24 the individual circumstances of any class member, include, but are not limited to, the  
25 following:

- 26            i. Whether during the Class Period Defendant failed to provide an  
27            acknowledgement that included the automatic renewal or continuous  
28            service offer terms, cancellation policy, and information on how to

1 cancel in a manner that is capable of being retained by Plaintiff and  
2 Class Members, in violation of Cal. Bus. & Prof. Code §  
3 17602(a)(3);

4 ii. Whether during the Class Period Defendant failed to provide an  
5 acknowledgment that describes a cost-effective, timely, and easy-to-  
6 use mechanism for cancellation in violation of Cal. Bus. & Prof.  
7 Code § 17602(b);

8 iii. Whether Plaintiff and the Class Members are entitled to restitution  
9 of money paid in circumstances where the goods and services  
10 provided by Defendant are deemed an unconditional gift in  
11 accordance with Cal. Bus. & Prof. Code § 17603;

12 iv. Whether Plaintiff and Class Members are entitled to restitution in  
13 accordance with Cal. Bus. & Prof. Code §§ 17200, 17203;

14 v. Whether Plaintiff and Class Members are entitled to injunctive relief  
15 under Cal. Bus. & Prof. Code § 17203;

16 vi. Whether Plaintiff and Class Members are entitled to attorneys' fees  
17 and costs under California Code of Civil Procedure § 1021.5; and

18 vii. The proper formula(s) for calculating the restitution owed to Class  
19 Members.

20 24. [Fed. R. Civ. P. 23(a)(3)] Plaintiff's claims are typical of the claims of the  
21 members of the Class. Plaintiff and all members of the Class have sustained injury and  
22 are facing irreparable harm arising out of Defendant's common course of conduct as  
23 complained of herein. The losses of each member of the Class were caused directly by  
24 Defendant's wrongful conduct as alleged herein.

25 25. [Fed. R. Civ. P. 23(a)(4)] Plaintiff will fairly and adequately protect the  
26 interests of the members of the Class. Plaintiff has retained attorneys experienced in the  
27 prosecution of class actions, including complex consumer and mass tort litigation.

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26. [Fed. R. Civ. P. 23(b)(3)] A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class members is impracticable. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class member.

27. [Fed. R. Civ. P. 23(b)(1)(A)] The prosecution of separate actions by thousands of individual Class members would create the risk of inconsistent or varying adjudications with respect to, among other things, the need for and the nature of proper notice, which Defendant must provide to all Class members.

28. [Fed. R. Civ. P. 23(b)(1)(B)] The prosecution of separate actions by individual class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Class members not parties to such adjudications or that would substantially impair or impede the ability of such non-party Class members to protect their interests.

29. [Fed. R. Civ. P. 23(b)(2)] Defendant has acted or refused to act in respects generally applicable to the Class, thereby making appropriate final injunctive relief with regard to the members of the Class as a whole.

**FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE ACKNOWLEDGMENT WITH  
AUTOMATIC RENEWAL TERMS AND INFORMATION REGARDING  
CANCELLATION POLICY**

**(CAL. BUS. & PROF. CODE §§ 17602(a)(3), 17602(b))**

**(By Plaintiff, on his own behalf and on behalf of the Class, against All Defendants)**

30. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

31. Cal. Bus. & Prof. Code§ 17602(a)(3) provides:

(a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

32. Cal. Bus. & Prof. Code§ 17602(b) provides:

“A business making automatic renewal or continuous service offers shall provide a toll-free telephone number, electronic mail address, a postal address only when the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).”

33. Plaintiff and Class Members purchased Defendant’s online **beef** and related **food products** for personal, family or household purposes. Defendant failed to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members.

34. As a result of Defendant’s violations of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b), Defendant is subject to all civil remedies under Cal. Bus. & Prof. Code § 17604 that apply to a violation of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

1 35. Plaintiff, on behalf of himself and Class Members, requests relief as  
2 described below.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF THE UNFAIR COMPETITION LAW**

5 **(CAL. BUS. & PROF. CODE§ 17200 *et. seq.*)**

6 **(By Plaintiff, on his own behalf and on behalf of the Class, against All Defendants)**

7 36. The foregoing paragraphs are alleged herein and are incorporated herein  
8 by reference.

9 37. Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”) prohibits unfair  
10 competition in the form of any unlawful or unfair business act or practice. Cal. Bus. &  
11 Prof. Code § 17204 allows “a person who has suffered injury in fact and has lost money  
12 or property” to prosecute a civil action for violation of the UCL. Such a person may  
13 bring such an action on behalf of himself or herself and others similarly situated who  
14 are affected by the unlawful and/or unfair business practice or act.

15 38. Since December 1, 2010, and continuing during the Class Period,  
16 Defendant has committed unlawful and/or unfair business acts or practices as defined  
17 by the UCL, by violating Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b). The  
18 public policy which is a predicate to a UCL action under the unfair prong of the UCL is  
19 tethered to a specific statutory provision. *See* Cal. Bus. & Prof. Code §§ 17600, 17602.  
20 In addition, besides offending an established public policy, Defendant’s act or practice  
21 is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.  
22 Further, the utility of Defendant’s conduct is outweighed by the gravity of the harm to  
23 Plaintiff and Class Members.

24 39 Plaintiff has standing to pursue this claim because she suffered injury in  
25 fact and has lost money or property as a result of Defendant’s actions as set forth  
26 herein. Plaintiff purchased Defendant’s online **beef** and related **food products** for  
27 personal, family, or household purposes.

28 ///





1 B. That the Court find and declare that Defendant has violated Cal. Bus. &  
2 Prof. Code § 17602(a)(3) by failing to provide an acknowledgement that includes the  
3 automatic renewal or continuous service offer terms, cancellation policy and  
4 information on how to cancel in a manner that is capable of being retained by Plaintiff  
5 and Class Members;

6 C. That the Court find and declare that Defendant has violated Cal. Bus. &  
7 Prof. Code § 17602(b) by failing to provide an acknowledgment that describes a toll-  
8 free telephone number, electronic mail address, a postal address only when the seller  
9 directly bills the consumer, or another cost-effective, timely, and easy-to-use  
10 mechanism for cancellation;

11 D. That the Court find and declare that Defendant has violated the UCL and  
12 committed unfair and unlawful business practices by violating Cal. Bus. & Prof. Code §  
13 17602;

14 E. That the Court award to Plaintiff and Class Members damages and full  
15 restitution due to Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§  
16 17200-17205 in the amount of their subscription agreement payments;

17 F. That the Court find that Plaintiff and Class Members are entitled to  
18 injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203;

19 G. That Plaintiff and the Class be awarded reasonable attorneys' fees and  
20 costs pursuant to California Code of Civil Procedure § 1021.5, and/or other applicable  
21 law; and

22 H. That the Court award such other and further relief as this Court may deem  
23 appropriate.

24  
25 Dated: May 15, 2019

PACIFIC TRIAL ATTORNEYS, APC

26 By: /s/ Scott J. Ferrell

27 Scott. J. Ferrell

28 Attorneys for Plaintiff

## CIVIL COVER SHEET

Case 2:19-cv-00876-TLN-AC Document 1-1 Filed 05/15/19 Page 1 of 2

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**

KYLE JOHNSON, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Placer

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Pacific Trial Attorneys

4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660

Telephone: 949-706-6464

**DEFENDANTS**

BUTCHERBOX, LLC, a Massachusetts limited liability company; and DOES 1 – 10, inclusive,

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (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"/> 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		<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	

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**28 USC 1332**

Brief description of cause:  
 Violations of California Automatic Renewal Laws

**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

05/15/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Scot J. Ferrell

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

Case 2:19-cv-00876-TLN-AC Document 1-1 Filed 05/15/19 Page 2 of 2  
**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.