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8 UNITED STATES DISTRICT COURT  
 9 SOUTHERN DISTRICT OF CALIFORNIA

10 RENEE SISK, individually and on behalf  
 11 of all others similarly situated,  
 12 Plaintiff,  
 13 v.  
 14 DR.'S OWN, INC. a Delaware  
 Corporation; and GOOD FEET  
 15 WORLDWIDE LLC, a Delaware limited  
 liability company,  
 16 Defendants.

Case No: '19CV2079 BEN MSB

**CLASS ACTION COMPLAINT FOR:**

- **VIOLATION OF N.C. GEN. STAT. § 75-1.1;**
- **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

**JURY TRIAL DEMANDED**

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1 Renee Sisk (“Plaintiff”), individually and on behalf of all others similarly  
2 situated, based on the investigation of counsel as to the actions and omissions of  
3 defendants herein, and by their own individual knowledge as to Plaintiff’s own  
4 circumstances, hereby complains against defendants Dr.’s Own, Inc. and Good Feet  
5 Worldwide LLC (collectively herein “Defendants” or “Good Feet”) as follows:

6 **INTRODUCTION**

7 1. Good Feet manufactures, advertises, and retails ‘arch-supporting  
8 orthotics’ throughout the United States via its own and its franchisees’ retail locations.  
9 Good Feet exerts a significant degree of control over its franchisees’ by obligating  
10 mandatory training for franchise managers and by requiring that the franchisees use  
11 Good Feet’s sales tactics, marketing schemes, and in-store signage and interior design.  
12 Good Feet also runs nationwide advertisements on behalf of, and for the benefit of, its  
13 franchisees.

14 2. Good Feet advertises its orthotics as capable of treating a variety of  
15 ailments and asserts that they are, “[d]esigned to exercise and strengthen the muscles,  
16 tendons, and ligaments”<sup>1</sup> by modifying the musculoskeletal structure of the user. Good  
17 Feet makes outsized promises regarding the ability of their orthotics to cure what ails  
18 prospective customers but fails to disclose that many of its customers will receive no  
19 benefit from the orthotics and, still more, fails to disclose that many customers  
20 complain that their pain and discomfort has worsened due to use of Good Feet arch  
21 supports.

22 3. Good Feet deceptively calls its salespersons “Arch Support Specialists<sup>2</sup>.”  
23 In fact, these purported “Arch Support Specialists” have little to no training in  
24 podiatry, anatomy, or other related subjects which would distinguish them as  
25 specialists. Customers thus arrive at a store to address specific pain or discomfort  
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<sup>1</sup> <https://www.goodfeet.com/products/arch-supports>

28 <sup>2</sup> <https://www.goodfeet.com/where-to-purchase>

1 expecting that, as Defendants advertise, a specialist or some formally trained  
2 equivalent will tend to their needs. Instead, a salesperson, who has been trained by  
3 Good Feet to employ high-pressure sales tactics, entices them to purchase a product  
4 crudely matched to the shape of their foot and at an exorbitant price.

5 4. Non-customized arch supports generally cost less than \$100.00 while  
6 Good Feet's 'orthotic systems' are sold for nearly \$1,000.00 to despairing customers  
7 who are told that they will see results only after several weeks of using the orthotics.  
8 However, should they see no results or even adverse results, customers are unable to  
9 return the product, only to exchange it for another ineffective and potentially  
10 dangerous Good Feet product. Good Feet will occasionally authorize a partial refund  
11 conditioned upon the disaffected customer signing a non-disclosure agreement.

12 5. Indeed, consumer reviews of Good Feet are replete with angry customers  
13 who feel deceived, many of whom also complain about serious harm caused by the  
14 Good Feet orthotic system. Many of these customers believe they were misled by  
15 Defendants into believing that Good Feet orthotics have qualities that do not exist.  
16 These customers also believe that they are not properly informed that the system often  
17 produces no discernible improvements to their condition and may also cause them  
18 serious harm.

19 6. Good Feet attempts to eat its cake and have it too by, on one hand, making  
20 dramatic claims about the salutary effects of the orthotics while, on the other, slyly  
21 disclaiming any association with medical care. Good Feet reinforces its claims that its  
22 products have health benefits with the use of anatomical graphics to suggest that  
23 medical and scientific data supports a positive outcome while touting its 'Arch Support  
24 Specialists' who are trained almost exclusively in closing sales. Good Feet disclaims  
25 that it is a medical provider but states, unequivocally, that, "Good Feet arch supports  
26 are designed to offer pain relief" for ailments ranging from arthritis to metatarsalgia.<sup>3</sup>  
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28 <sup>3</sup> <https://www.goodfeet.com/pain-relief/foot-pain>

1           7.     These representations are intended to entice consumers to visit a Good  
2 Feet store where trained salespersons apply high-pressure sales tactics to sell  
3 customers invariably ineffective inserts at exorbitant prices. Consumers are then  
4 pressured to purchase a three-piece set of orthotics that cost almost \$1,000.00 per  
5 system, or more. Good Feet encourages financially strapped customers to open a line  
6 of credit with CareCredit, a credit provider, that charges as high as 26.99% interest.  
7 Good Feet and CareCredit, of course, have an arrangement<sup>4</sup> by which Good Feet is  
8 financially rewarded each time a desperate customer opens a CareCredit account.

9           8.     Good Feet orthotics are mass-produced, off-the-shelf arch supports  
10 despite Good Feet advertising that their products will be personally fit to the wearer's  
11 needs, that "no two feet are alike," or that customers will receive a "personalized fit."  
12 Such representations suggest that each orthotic system is customized for a user's  
13 specific medical requirement or other particular needs. Good Feet also has its  
14 franchisees use in-store signage, originating from Good Feet's headquarters, which  
15 assures customers that the orthotics are "Custom-Fit for Comfort." The result is that  
16 misled consumers believe that Good Feet orthotics are a medical panacea crafted to  
17 suit their body and their needs and not a mass-produced off-the-shelf product.

18           9.     Good Feet's deceptive marketing and sales tactics harm both consumers  
19 and honest competitors. No benefit to consumers, or the market as a whole, is generally  
20 realized by Good Feet's activities. Benefits inure to Good Feet alone as the  
21 misinformation it propagates increases traffic to its stores and thus increases sales and  
22 revenue. The information discrepancy between what Good Feet advertises it sells and  
23 what consumers actually experience, unnecessarily harms a desperate and vulnerable  
24 population of consumers.

25           10.    Defendants' activities violate the North Carolina's Unfair and Deceptive  
26 Trade Practices Act ("UDTPA") and California's Unfair Competition Law ("UCL")  
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28           <sup>4</sup> <https://www.carecredit.com/newsletter/2018/winter/foot-problems/>

1 as Defendants leave a trail of unsatisfied consumers that are members of the Class.  
2 Plaintiff and the Class thus seek actual damages, restitution, and/or disgorgement as  
3 well as injunctive or other equitable relief available in this circumstance.

4 **JURISDICTION AND VENUE**

5 11. This Court has jurisdiction over the subject matter of this action pursuant  
6 to the Class Action Fairness Act, 28 U.S.C. §§1332(d), 1446, and 1453(b). Plaintiff  
7 alleges that Plaintiff and Class members are citizens of different states as Defendant,  
8 and the cumulative amount in controversy for Plaintiff and the Class exceeds \$5  
9 million, exclusive of interest and costs.

10 12. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because  
11 Defendants reside in this District, many of the acts and transactions giving rise to the  
12 violations of law complained of herein occur in this District, and because Defendants:

- 13 (a) conduct(s) business itself or through agent(s) in this district, by  
14 advertising, marketing, distributing and/or manufacturing its Good Feet  
15 orthotics in this District; and/or  
16 (b) is licensed or registered in this District; and/or  
17 (c) otherwise has sufficient contacts with this District to justify Defendant  
18 being fairly brought into court in this District, without attending traditional  
19 requirement of due process.

20 **PARTIES**

21 13. Plaintiff Renee Sisk (“Sisk” or “Plaintiff”) is, and at all times relevant  
22 hereto was, a citizen of New Jersey. Plaintiff Sisk was exposed to Good Feet marketing  
23 materials and, believing in the content therein, visited a Good Feet store in North  
24 Carolina where she purchased a Good Feet orthotic system for \$965.00. Within two  
25 weeks, Ms. Sisk was directed by her physician to stop using the Good Feet orthotics  
26 entirely, or risk permanent injury.

27 14. Defendant Dr.’s Own, Inc. (“Dr.’s Own”) is a Delaware corporation with  
28 its principal place of business located at 5923 Farnsworth Court in Carlsbad,

1 California. Dr.'s Own is a manufacturer, distributor, and retailer of orthotics, directing  
2 and managing its business activities from Carlsbad California.

3 15. Defendant Good Feet Worldwide LLC ("Good Feet Worldwide" or  
4 collectively with Dr.'s Own "Good Feet" or "Defendants") is a Delaware company  
5 with its principal place of business located at 5923 Farnsworth Court in Carlsbad,  
6 California. Good Feet Worldwide is a franchisor soliciting franchises and operating  
7 retail stores which sell Good Feet brand orthotics. Good Feet also creates and  
8 disseminates marketing material from its California headquarters on behalf of its own  
9 and its franchisee's retail stores.

10 **SUBSTANTIVE ALLEGATIONS**

11 **A. Good Feet is Engaged in Unfair and Deceptive Commercial Practices**

12 Good Feet employs unfair and deceptive commercial practices that violate the  
13 public policies (and laws) of the state of North Carolina and of the state of California  
14 which are intended to promote efficient and competitive markets that protect  
15 consumers from inequitable commercial practices. Good Feet's unfair and deceptive  
16 commercial activities are not reasonably avoidable to the average consumer and  
17 exploits consumers, compromises competitors, and/or distorts the market by chilling  
18 legitimate business initiatives.

19 16. Good Feet's sales and marketing practices are deceptive, having the  
20 capacity and tendency to mislead reasonable consumers into believing use of Good  
21 Feet orthotics (1) will cure, treat, and/or correct ailments identified as the source of a  
22 consumers pain and discomfort, (2) are personalized and customized to a customer's  
23 particular requirements, and (3) are evaluated, fitted, and customized by trained in  
24 store representatives that have specialized training beyond simply the Good Feet  
25 product line.

1 17. Good Feet advertises and markets its orthotic inserts as unique and/or  
2 specialized devices that address the root cause of symptoms which are expressed as  
3 pain, discomfort, and torment to consumers. Throughout its marketing material Good  
4 Feet repeatedly represents that its orthotics are capable of relieving chronic pain and  
5 discomfort through corrective measures. Visitors to Good Feet’s website are greeted  
6 with a pop-up inviting them to, “**Stop the Pain That’s Stopping You.**” Good Feet  
7 also distributes video testimonials which tout the curative and pain-relieving properties  
8 of the Good Feet orthotics sold by Defendants.



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15 Some live with chronic debilitating pain. The severity  
16 of their pain has significantly limited their mobility, lowering  
their overall quality of life.

17 [▶ Watch Dave’s Good Feet Story](#)

18 For others, the pain and discomfort is not as  
19 frequent or intense – but it’s always there, lurking in  
20 the background. Participating in the activities they enjoy  
21 aggravates their situation, and as a result they are forced to  
22 restrict or eliminate them.

23 [▶ Watch Sabrina’s Good Feet Story](#)

24 18. In fact, Good Feet fails to suitably disclose that a significant number of  
25 its customers realize no benefits from the use of Defendants’ orthotic system while  
26 others are harmed by the use of Good Feet products. Good Feet targets sufferers of  
27 pain and discomfort but it fails to warn consumers that they should cease use of the  
28 products should it increase their pain or discomfort. Good Feet is aware of numerous  
reports received from consumers stating the orthotics may, or have, worsened their  
conditions but, rather than disclose or relay this information, Good Feet would have  
them believe its orthotics act as a magical panacea.

19 19. Defendants represent to prospective customers that, “**You’re under**  
20 **absolutely no obligation. Our focus is on making sure you are precisely fit, and**

1 **letting you try the arch supports for yourself.”** Good Feet’s representations are false  
2 and/or misleading as Defendant creates the impression that a thirty-minute test walk  
3 will allow a customer to sufficiently evaluate the efficacy of the orthotic system. Good  
4 Feet trains its salespersons to recommend an orthotic as suitable for a customer’s needs  
5 based on impressions gained by walking about the store for thirty minutes or less.  
6 However, as Good Feet maintains that its orthotics stretch muscles, tendons, and  
7 ligaments, the suitability of the product can rarely be determined by thirty minutes of  
8 wearing the orthotic in the presence of Defendants’ “Arch Support Expert.” The  
9 products, in fact, should not be recommended without a medical understanding of the  
10 customer’s particular source of pain or discomfort. Indeed, when customers  
11 subsequently complain about the inefficacy of the orthotic, Good Feet tells them that  
12 wearing the system for several weeks is at least necessary before the body can  
13 apparently be re-aligned or re-adjusted by the orthotic. That is, a salesperson cannot at  
14 an early stage possibly recommend the correct orthotic or even determine if any  
15 orthotic would be helpful.

16 20. Extraordinarily, when customers discover that the product has no effect  
17 on their pain or discomfort, or negatively affects their pain or discomfort Good Feet  
18 refuses to refund the purchase price but instead allows only exchanges for another  
19 Good Feet product. Good Feet will occasionally authorize a partial refund (one half)  
20 of a sale provided the customer signs a non-disclosure agreement and a release of  
21 claims. This practice silences critics and limits the flow of adverse information which  
22 would allow consumers to make informed choices.

23 21. The terms “**Personalized Fit**” and “**Custom Fit for Comfort**” are  
24 repeatedly used by Defendants to create the impression that its orthotics are unique to  
25 the wearer when, in fact, Defendants apparently mean that a consumer will receive  
26 personal attention from a salesperson. To buttress this impression, Good Feet employs  
27 phrases like “No Two Feet Are Alike,” “We never take a generic, one-size-fits all  
28 approach at The Good Feet Store,” and “You (and your feet) are one of a kind.” Good



1 Feet signage displayed at each franchise location also states, “Custom Fit for  
2 Comfort.” These representations are deceiving because Good Feet does not offer  
3 custom orthotics. Each orthotic recommended by an ‘Arch Support Specialist’ is one  
4 of but a few varieties of off-the-shelf shoe inserts that Good Feet offers. Good Feet  
5 has adapted a few-sizes fit all approach. The “Personalized Fitting” that Good Feet  
6 features on its website is not qualitatively different from visiting a mall shoe store.

7       22. Defendants’ marketing material repeatedly mentions that Good Feet  
8 maintains over 300 models and sizes of its product. Perhaps literally true, Good Feet  
9 actually has less than 24 distinct models multiplied by the available sizes of each  
10 model. Because the models are one part of a three-piece orthotic system, customers  
11 actually have far fewer distinct options of orthotic from which to choose. Good Feet  
12 creates this misleading impression (i.e. of a multitude of custom options) when Good  
13 Feet arrives at the over 300 number by multiplying the individual number of orthotics  
14 by available sizes.

15       23. Good Feet describes its salespersons as “Arch Support Specialists.” This  
16 descriptor creates a mental affiliation with medical specialists or some comparable  
17 professional. Good Feet reinforces this impression by decorating its stores with  
18 anatomical models of the human skeletal system and like materials. Defendants then  
19 claim, “It takes an arch support expert who is intimately familiar with our broad  
20 product line of over 300 models and sizes to fit you properly.” Good Feet’s use of the  
21 term expert misleads consumers into believing that their salespersons are highly  
22 trained in areas relating to foot pain, discomfort, anatomy, or podiatry.

23       24. Good Feet further represents elsewhere on its webpage that its orthotics  
24 are, “[d]esigned to exercise and strengthen the muscles, tendons, and ligaments of the  
25 feet – repositioning them to their optimal position. These arch supports help to  
26 alleviate foot pain, and improve balance and skeletal alignment.”<sup>5</sup> However, Good  
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28 <sup>5</sup> <https://www.goodfeet.com/products/arch-supports>

1 Feet training focuses little (if any) attention on the science of arch support use and  
2 instead focuses its training on sales tactics. While Good Feet mandates that a store’s  
3 owner and manager undergo an “Initial Brand Standard Training Program,” it does not  
4 require standardized training of any of its salespersons. In fact, even the training  
5 required of franchise managers is perfunctory at best with featured topics including  
6 “Closing the Sale,” “Overcoming Objections,” and “Advanced Sales Techniques.”  
7 Though manager training does touch on anatomy and/or biomechanics, it is presented  
8 in a single 3.5 hour session shared with topics such as the “Welcome & Facility Tour”  
9 and “Presenting without Diagnosing.” Such exposure is cursory at best.

10       25.   **“Absolutely no obligation.”** Good Feet markets the fitting experience as  
11 personalized and represents that there is “absolutely no obligation.” Good Feet also  
12 tells consumers that “You’ll be personally fit and then you’ll get to try them out.”  
13 What Good Feet means is that a salesperson will size the customer’s foot and then  
14 allow them to walk around the store while wearing the arch support. However, as Good  
15 Feet acknowledges elsewhere, the orthotics require an adjustment period of at least  
16 two weeks before customers will know whether the system works for them or not.  
17 Good Feet thus creates the misleading impression that consumers will be afforded  
18 adequate time to determine the product’s suitability before committing to the product.  
19 In reality, once consumers are persuaded to purchase the product, Good Feet will not  
20 refund the purchase price and instead only offers exchanges. When customers  
21 complain vocally enough, Good Feet may then offer to refund only half the purchase  
22 price in exchange for a non-disclosure agreement and waiver of claims. In this way,  
23 Good Feet unfairly and deceptively induces customers to purchase a non-refundable  
24 product which they can only later affirm has little to no value and may actually be  
25 harmful.

26       **B. Good Feet is Engaged in the Unauthorized Practice of Medicine**

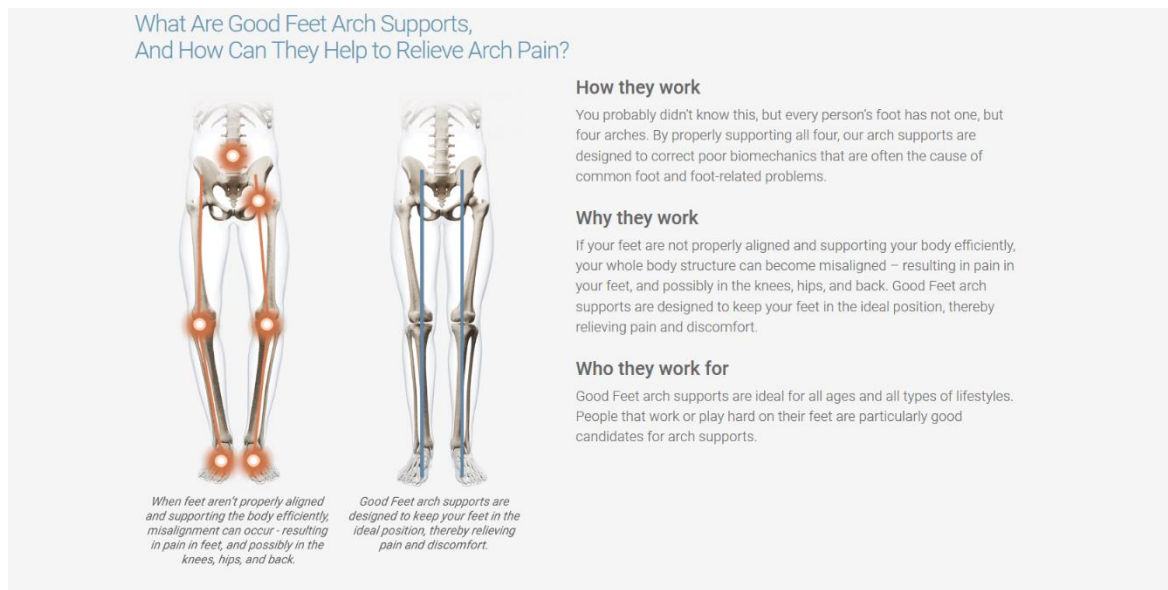
27       26.   Good Feet is engaged in the unlicensed and unauthorized practice of  
28 medicine by offering to treat pain and discomfort by application of an orthotic device

1 featured as correcting the wearer’s musculoskeletal system. Such representations,  
2 offerings, and undertakings violate North Carolina’s General Statute Chapter 90  
3 Article 1.1(5) and California’s Business and Professional Code section 2052(b) and  
4 (c). Violations of both laws serve as predicates for violations of North Carolina’s  
5 UDTPA and California’s UCL

6 27. North Carolina’ General Statute Article 90-1.1 prohibits engagement in  
7 the practice of medicine. Article 90-1.1(5) expressly prohibits a unlicensed person  
8 from,

9 “[o]ffering or undertaking to prevent or diagnose, correct, prescribe for,  
10 administer to, or treat in any manner or by any means, methods, or  
11 devices any disease. Illness, pain, wound, fracture, infirmity, defect, or  
12 abnormal physical or mental condition of any individual...”

13 Similarly, California’s Business and Professional Code section 2052 prohibits,  
14 “practicing, any system or mode of treating the sick or afflicted in this state, or  
15 [] diagnos[ing], treat[ing], operat[ing] for, or prescribe[ing] for any ailment,

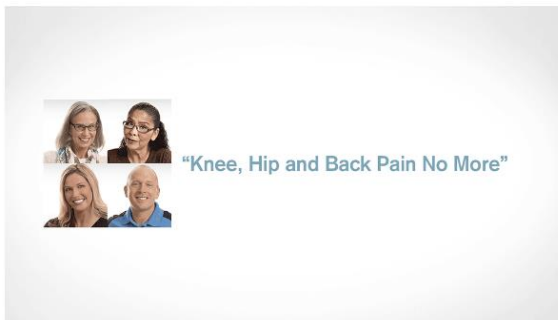


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25 blemish, deformity, disease, disfigurement, disorder, injury, or other physical  
26 or mental condition of any person.” Good Feet violates these prohibitions by  
27 offering to treat a consumer’s foot related pain or extreme discomfort with  
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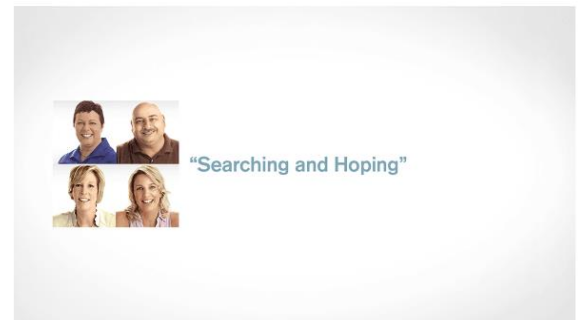
1 orthotics which it claims will help “correct poor biomechanics” thereby  
2 relieving pain through the corrective use of an orthotic device.

3 28. Good Feet emphasizes that its products will prevent, correct, and  
4 treat medical conditions in promotional materials by highlighting  
5 representations such as “Knee, Hip, and Back Pain No More.” Targeted people  
6 are those desperate for relief from pain and discomfort. By way of example, a  
7 Good Feet representative “Beth,” describes helping a man who had been  
8 suffering from plantar fasciitis saying, “I helped relieve a problem that’s  
9 plagued him for thirty years.”

10 29. Good Feet similarly represents that its products correct and treat  
11 consumers’ pain and the conditions which cause it by inviting consumers to  
12 “Watch real people share their Good Feet stories about how they no longer  
13 suffer with knee, hip, and back pain.”



19 Watch real people share their Good Feet stories about how they no longer  
20 suffer with knee, hip, and back pain



21 Watch real people's search for a pain relief solution in these Good Feet  
22 stories

23 30. **“Pain Relief Solutions”** Good Feet features a tab at the top of its  
24 website titled, “Pain Relief Solutions.” Under this tab a visitor to the website is  
25 invited to select subsections titled, “Foot Pain,” “Heel Pain,” “Ankle Pain,” “Knee  
26 Pain,” “Leg Pain,” “Hip Pain,” and “Back Pain.” When a user selects any of these  
27 subsections they are presented a page on that topic and each page contains a sub-  
28 section titled “Our Pain Relief Solutions,” which contains a representation that Good  
Feet orthotics will alleviate a particular ailment.

1           31. Good Feet offers and undertakes the activity of correcting, preventing,  
2 and treating pain by means of an orthotic device, an activity defined by law as the  
3 unlicensed and unauthorized practice of medicine.

4           32. Good Feet masks and occludes disclaimers which contradict Defendants’  
5 representations regarding the salutary properties of its orthotics in fine print. Only in  
6 the Frequently Asked Questions section of Defendants’ website, under the heading,  
7 “Does insurance cover arch supports? Can I use my HFSA plan towards a purchase of  
8 arch supports?”<sup>6</sup> does Good Feet belatedly state, “The Good Feet Store is not a medical  
9 provider. Good Feet Stores do not diagnose, prescribe, fill prescriptions, or accept or  
10 process insurance claims.” Good Feet also issues a fine print disclaimer, silent and  
11 lasting roughly four seconds, near the very end of its promotional videos stating “Good  
12 Feet is not a medical provider and its representatives are not authorized to diagnose or  
13 give medical advice with respect to any physical condition.” The disclaimers, apart  
14 from being incorrect, reflect Good Feet’s manufactured ambivalence when it suits their  
15 desire to equate Good Feet orthotics with a cure for poor biomechanics<sup>7</sup>, for “relieving  
16 joint pressure, pain, and discomfort<sup>8</sup>,” or, that they are “[d]esigned to strengthen the  
17 muscles, tendons, and ligaments of the feet<sup>9</sup>.”

18           33. Good Feet’s medical practices include marketing its orthotics as products  
19 capable of relieving chronic pain resulting from medical conditions by correcting the  
20 body’s biomechanics through use of its orthotic devices. This intrusion into areas  
21 which are the purview of licensed medical practitioners is proscribed by the North  
22 Carolina General Statute Chapter 90-1.1 and California’s Business and Professional  
23 Code section 2052.

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26 <sup>6</sup> <https://www.goodfeet.com/about-us/faq>

27 <sup>7</sup> <https://www.goodfeet.com/how-arch-supports-help>

28 <sup>8</sup> <https://www.goodfeet.com/how-arch-supports-help>

<sup>9</sup> <https://www.goodfeet.com/products/arch-supports>



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37. Excluded from the Class definitions are all legal entities, and any person, firm, trust, corporation, or other entity related to or affiliated with Defendants, as well as any judge, justice, or judicial officer presiding over this matter and members of their immediate families and judicial staff.

38. While the exact number of Class members is unknown to Plaintiff at this time, Plaintiff is informed and thereon believes that there are thousands of members in the proposed Class. The number of individuals who comprise the Class is so numerous that joinder of all such persons is impracticable and the disposition of their claims in a class action will benefit both the parties and the courts.

39. Plaintiff’s claims are typical of the claims of the other members of the Class. All members of the Class have been and/or continue to be similarly affected by Defendant’s wrongful conduct as complained of herein, in violation of North Carolina and California law. Plaintiff is unaware of any interests that conflict with or are antagonistic to the interests of the Class.

40. Plaintiff will fairly and adequately protect the Class members’ interests and have retained counsel competent and experienced in consumer class action lawsuits and complex litigation. Plaintiff and her counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff is aware of her duties and responsibilities to the Class.

41. Defendants have acted with respect to the Class in a manner generally applicable to each Class member. Common questions of law and fact exist as to all Class members and predominate over any questions wholly affecting individual Class members. There is a well-defined community of interest in the questions of law and fact involved in the action, which affect all Class members. Among the questions of law and fact common to the Class are, *inter alia*:

- (a) Whether Defendants’ marketing practices satisfy standards establishing unfair and/or deceptive sales practices and/or parallel legal requirements in

1 violation of North Carolina’s UDTPA and/or California’s UCL including, *inter*  
2 *alia*;

3 (b) Whether Defendants’ practices have the, likelihood, the capacity of or  
4 tendency to deceive;

5 (c) Whether Defendants’ practices are in or affecting commerce;

6 (d) Whether Defendants’ practices violate the public policy of the states of  
7 North Carolina and/or California;

8 (e) Whether Defendants’ marketing and sale of its orthotics is immoral,  
9 deceptive, unethical, oppressive, unscrupulous and/or otherwise injurious to  
10 consumers;

11 (f) Whether Defendants’ are engaged in the unlawful, unlicensed practice of  
12 medicine as defined by California’s Business and Professional Code section  
13 2052 sections (b) and (c) and/or North Carolina General Statute Chapter 90-1.1,  
14 *et seq.*;

15 (g) Whether Defendants’ sales and marketing of its orthotics in the manner  
16 and context alleged constitute an “unfair”, legal and/or injurious business  
17 practice;

18 (h) Whether Defendants’ sales and marketing practices cause consumer’s  
19 substantial injury, whether those injuries are reasonably avoidable by  
20 consumers, and whether Defendants’ practices are outweighed by any  
21 countervailing benefits to consumers or competition;

22 (h) The proper standard extent of damages, restitution, equitable remedies,  
23 and declaratory and/or injunctive relief to which Plaintiff and the Class are  
24 entitled; and

25 (i) Whether Plaintiff and the Class should be awarded attorneys’ fees and the  
26 costs of suit.

27 42. A class action is superior to all other available methods for the fair and  
28 efficient adjudication of this controversy since joinder of all members is impracticable.



1 Furthermore, as the damages suffered by individual Class members may be relatively  
2 small, the expense and burden of individual litigation make it virtually impossible for  
3 Class members to individually redress the wrongs done to them. There will be no  
4 difficulty in managing this action as a class action.

5 43. Defendants have acted on grounds generally applicable to the entire Class  
6 with respect to the matters complained of herein, thereby making appropriate the relief  
7 sought herein with respect to the Class as a whole.

8

9

**FIRST COUNT**

10

**Violation of N.C. Gen. Stat. § 75-1.1**

11

**Unfair and Deceptive Unfair Trade Practices Act**

12

**(On Behalf of the North Carolina Sub-Class)**

13

44. Plaintiff hereby incorporates by reference the allegations contained in the  
14 preceding paragraphs of this Complaint.

15

45. Plaintiff Sisk and the putative class are consumers within the aegis of  
16 N.C. Gen. Stat. § 75-1.1.

17

46. Defendants’ marketing and sales practices are in or affecting commerce  
18 within the meaning of N.C. Gen. Stat. § 75-1.1.

19

47. Defendants’ unfair and deceptive commercial practices directly and  
20 substantially injured Plaintiff because she would not have purchased Good Feet  
21 orthotics had she known the true nature of the products more fully described above,  
22 including the fact that Good Feet orthotics are neither capable of nor intended to cure,  
23 correct, or diagnose the ailments she and other consumers sought to remedy. Plaintiff  
24 suffered direct economic harm and continues to suffer from such harm by virtue of the  
25 26.99% interest rate on CareCredit purchases.

26

48. None of Good Feet’s unfair or deceptive practices were reasonably  
27 avoidable by Plaintiff or putative class members, nor do they provide any aggregate  
28 benefit to consumers, competitors, or the market in general.

1           49. Plaintiff Sisk and North Carolina Sub-Class members who purchased  
2 Defendant's orthotics had no way of reasonably knowing that these products were  
3 deceptively marketed, advertised, packaged, and labelled. Thus, North Carolina Sub-  
4 Class members could not have reasonably avoided the injury they suffered.

5           50. The gravity of the harm suffered by Plaintiff Sisk and North Carolina  
6 Sub-Class members who purchased Defendants' orthotics outweighs any legitimate  
7 justification, motive or reason for unfair and deceptive marketing practices.  
8 Accordingly, Defendants' actions are immoral, unethical, unscrupulous and offend the  
9 established public policy as set out by the North Carolina legislature and is  
10 substantially injurious to Plaintiff Sisk and members of the North Carolina Sub-Class.

11           51. The above acts of Defendant, in disseminating said misleading and  
12 deceptive statements throughout the State of North Carolina to consumers, including  
13 Plaintiff Sisk and members of the North Carolina Sub-Class, were and are likely to  
14 deceive reasonable consumers by obfuscating the true nature of Defendant's orthotics,  
15 and thus were violations of N.C. Gen. Stat. § 75-1.1.

16           52. These misleading and deceptive practices caused Plaintiff Sisk and other  
17 members of the North Carolina Class to purchase Defendants' orthotics and/or pay  
18 more than they would have otherwise had they known the true nature of the orthotics.  
19 Had Plaintiff and other members of the Class known the true nature of the orthotics,  
20 they would not have purchased these products.

21           53. As a result of Defendants' above unlawful, unfair and fraudulent acts and  
22 practices, Plaintiff Sisk, on behalf of herself and all others similarly situated, and as  
23 appropriate, on behalf of the general public of the state of North Carolina, seeks  
24 injunctive relief prohibiting Defendants from continuing these wrongful practices, and  
25 such other equitable relief, including full restitution and disgorgement of all improper  
26 revenues and ill-gotten profits derived from Defendants' wrongful conduct to the  
27 fullest extent permitted by law.

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**SECOND COUNT**

**Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.* -**

**Fraudulent Business Acts and Practices**

**(On Behalf of the Nationwide Class and the North Carolina Sub-class)**

54. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

55. Such acts of Defendants as described above constitute fraudulent business practices under Cal. Bus. & Prof. Code §§ 17200, *et seq.*

56. As more fully described above, Defendants misleadingly market, advertise, package, and label its orthotics as custom fitted by experts when in fact their orthotics are neither customized to the wearer nor are they fitted by experts or specialists. Defendants’ misleading marketing, advertisements, packaging, and labeling originates, and is disseminated, from California and is likely to, and does, deceive reasonable consumers. Indeed, Plaintiff Sisk and other members of the Class were unquestionably deceived about the curative benefits of Defendants products and the extent to which they are suitable for her and the class member’s needs. Because Defendants’ marketing, advertising, packaging, and labeling of its orthotics misrepresents and/or omits the true nature of the orthotics benefits such acts are fraudulent, deceptive, and unfair business practices and acts.

57. Defendants’ further violate California’s UCL by engaging in the unlicensed practice of medicine which is prohibited by both the laws of the state of California and of the state of North Carolina.

58. Defendants’ misleading and deceptive practices caused Plaintiff Sisk and other members of the Class to purchase Defendants’ orthotics and/or pay more than they would have otherwise had they known the true nature and limitations of Defendants’ mass-produced, off-the-shelf shoe inserts.

59. Because of Defendants’ deceptive acts and practices the injuries suffered by consumers were not reasonably avoidable and the gravity of the harm suffered by

1 Plaintiff Sisk and Nationwide Class members who purchased Defendants' orthotics  
2 outweighs any legitimate justification, motive or reason for unfair and deceptive  
3 marketing practices. Accordingly, Defendants' actions are immoral, unethical,  
4 unscrupulous and offend the established public policy as set out by the California  
5 legislature and is substantially injurious to Plaintiff Sisk and members of the  
6 Nationwide Class.

7 60. As a result of Defendants' above unlawful, unfair, and fraudulent acts and  
8 practices, Plaintiff Sisk, on behalf of herself and all others similarly situated, and as  
9 appropriate, on behalf of the general public, seeks injunctive relief prohibiting  
10 Defendant from continuing these wrongful practices, and other such equitable relief,  
11 including full restitution of all improper revenues and ill-gotten profits derived from  
12 Defendants' wrongful conduct to the fullest extent permitted by law.

13  
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff and the Class pray for relief and judgment as follows:

16 A. For an order declaring that this action is properly maintained as a class  
17 action and appointing Plaintiff as representatives for the Class, and appointing  
18 Plaintiffs' counsel as Class counsel;

19 B. that Defendant bear the cost of any notice sent to the Class;

20 C. For an order awarding Plaintiff and the members of the Class actual  
21 damages, treble damages, restitution and/or disgorgement;

22 D. For an order enjoining Defendant from continuing to engage in the  
23 unlawful and unfair business acts and practices as alleged herein;

24 E. For restitution of the funds which were unjustly enriched by Defendant,  
25 at the expense of the Plaintiff and Class Members.

26 F. For an order awarding Plaintiff and the members of the Class pre- and  
27 post-judgment interest;

28

1 G. For an order awarding attorneys' fees and costs of suit, including experts'  
2 witness fees as permitted by law; and

3 H. Such other and further relief as this Court may deem just and proper.  
4

5 **JURY TRIAL DEMAND**

6 Plaintiff demands a trial by jury for all of the claims asserted in this Complaint  
7 so triable.

8  
9 Respectfully submitted,

10  
11 October 30, 2019

FINKELSTEIN & KRINSK LLP

12  
13 By: /s/ John J. Nelson  
14 John J. Nelson, Esq.

15 Jeffrey R. Krinsk, Esq.  
16 John J. Nelson, Esq.  
17 Attorneys for Plaintiff and the putative class  
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JS 44 (Rev. 06/17)

### 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.)

**19CV2079 BEN MSB**

<p><b>I. (a) PLAINTIFFS</b> Remeo Sisk, individually and on behalf of all others similarly situated</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Moumouth County, NJ</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> FINKELSTEIN &amp; KRINSK LLP, John J. Nelson (SBN 317598) 550 West C Street, Ste. 1760, San Diego, CA 92101 (619) 238-1333</p>	<p><b>DEFENDANTS</b> DR.'s OWN, INC., a Delaware Corporation, and GOOD FEET WORLDWIDE LLC, a Delaware limited liability company</p> <p>County of Residence of First Listed Defendant <u>San Diego, CA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**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	<p><b>PERSONAL INJURY</b></p> <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 <p><b>PERSONAL INJURY</b></p> <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 <p><b>PERSONAL PROPERTY</b></p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<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 checked="" 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
<p><b>REAL PROPERTY</b></p> <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	<p><b>CIVIL RIGHTS</b></p> <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	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <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 <p><b>Other:</b></p> <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	<p><b>LABOR</b></p> <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 <p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <p><b>SOCIAL SECURITY</b></p> <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)) <p><b>FEDERAL TAX SUITS</b></p> <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)*

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District <i>(specify)</i>	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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**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:  
N.C. GEN. STAT. § 75-1.1 and CAL. BUS. & PROF. CODE §§ 17200, et seq.

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY** *(See instructions):* JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 10/30/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ John J. Nelson

**FOR OFFICE USE ONLY**

RECEIPT # _____	AMOUNT _____	APPLYING IFF _____	JUDGE _____	MAG. JUDGE _____
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**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.