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8 Attorneys for Plaintiff
9 JO ELLEN YOUNG, Individually and on
10 Behalf of Others Similarly Situated

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JO ELLEN YOUNG, individually and
on behalf of all others similarly situated;

Plaintiffs,

vs.

GENERALI U.S. BRANCH,
GENERALI GLOBAL ASSISTANCE,
INC., AND CUSTOMIZED
SERVICES ADMINISTRATORS,
INC., D/B/A CSA TRAVEL
PROTECTION;

Defendants.

Case No. **'20CV1804 LAB AHG**

CLASS ACTION COMPLAINT

Complaint Filed:
Trial Date: None Set

Plaintiff Jo Ellen Young ("Plaintiff"), by and through her counsel of record, brings this Class Action Complaint on behalf of herself and all others similarly situated, and demand a trial by jury for the acts and omissions arising out of Defendants' failure and refusal to indemnify Plaintiff and all others similarly situated under the terms of Defendants' travel insurance contracts for losses and damages sustained following the closures and travel restrictions imposed by various federal, state and local governments due to the COVID-19 pandemic.

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INTRODUCTION

1. This is a class action lawsuit arising out of Defendants' breach of contractual duty to Plaintiff under the terms of a travel insurance policy Defendants issued to Plaintiff. Defendants contracted to insure Plaintiff and all others similarly situated for pecuniary losses and other damages incurred due to covered events that precluded the insureds from taking their planned trips. Plaintiff's claims, as well as the claims of each proposed class member, are supported by the written provisions of the uniform travel protection insurance policy endorsed and administered to them by Defendants, "Policy Form series T001" (the "Policy"). **See Policy, attached hereto as Exhibit A.**

2. Defendants have caused substantial harm to Plaintiff and the proposed class by refusing to issue full or proper reimbursement for losses due to trip cancellations covered specifically by the Policy. Plaintiff has been entirely denied reimbursement for her Trip Cancellation Claim ("Claim"). Upon information and belief, Defendants have essentially implemented a uniform approach categorically issuing denials to all insureds who submit Claims for virtually any loss arising during the COVID-19 outbreak and pandemic. Defendants have refused to pay COVID-19 related trip cancellation Claims by insureds under the Policy, regardless of whether said claimants submitted claims requesting indemnity for: (i) the Maximum Limit(s) Per Person or Plan for Trip Cancellation per their policies' Schedules of Benefits; (b) actual damages incurred due to trip cancellations; or (c) the price of the premiums initially paid by the insureds for Policies. Rather, Defendants are pushing insureds to accept, in lieu of any monetary reimbursement for their Claims, vouchers equal to the amounts paid by insureds for their respective premiums.

3. Plaintiff brings this action on behalf of herself and all others similarly situated, and seeks to recover compensatory as well as declaratory and injunctive relief.

PARTIES

4. At all times relevant hereto, Plaintiff Jo Ellen Young was a citizen of the state of California domiciled in Culver City, California.

5. Defendant Generali U.S. Branch is a Maryland corporation which maintains its principal place of business located in New York, New York. Generali Group is licensed to do business in all 50 states and in the District of Columbia.

6. Defendant Generali Global Assistance, Inc. is a New York corporation doing business as Customized Services Administrators, Inc. or CSA Travel Protection (“CSA”), which maintains its principal place of business in Bethesda, Maryland.

7. CSA is a California corporation which maintains its principal place of business in San Diego, California.

8. Defendants may be referred to collectively as “Generali.”

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class is a citizen of a different state than Defendant; there are more than 100 members of the Class; and upon information and belief the aggregate amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs.

10. This Court has personal jurisdiction over Defendants because Generali conducts substantial amounts of business in the state of California. Generali U.S. Branch endorses insurance policies California residents and is licensed by the California Department of Insurance to issue travel insurance through its subsidiary CSA Travel, a California corporation.

11. Venue is additionally proper under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred and originated in this District.

FACTUAL BACKGROUND

12. On March 11, 2020, Plaintiff purchased a Policy from Defendants to insure against complications, including cancellation, of a trip that she and her husband planned to take to Ashland, Oregon from June 10, 2020 to June 15, 2020 so that they could attend the Oregon Shakespeare Festival. The couple – who are in their eighties – planned to fly to Oregon for the Shakespeare Festival.

13. Plaintiff booked her trip using VRBO.com, through which Defendants exclusively provide travel insurance. VRBO’s online checkout process presents customers with the option to purchase, in connection with their VRBO bookings, Generali travel insurance. Plaintiff opted to pay the additional cost for insurance on her trip and received a Policy. **See March 11 Policy Purchase, attached hereto as Exhibit B.**

The COVID-19 Pandemic

14. On January 21, 2020, the novel Coronavirus confirmedly reached the United States when the first American case was diagnosed. Individuals who contract Coronavirus become infected with the disease COVID-19, which carries potentially fatal implications.

15. On March 11, 2020, the same day Plaintiff booked her trip, the World Health Organization declared COVID-19 a global pandemic. The World Health Organization was “deeply concerned by the alarming levels of spread and severity, and by the alarming levels of inaction” in the face of “large-scale severe disease or deaths,” as well as “uncontained global spread of the virus.”¹

Governmental Response

16. The next day, March 12, 2020, Oregon Governor Kate Brown prohibited large gatherings of over 250 people statewide due to the Coronavirus,²

¹ Jackie Salo, *World Health Organization Declares Coronavirus a Pandemic*, NEW YORK POST (Mar. 11, 2020, 12:49 PM), <https://nypost.com/2020/03/11/world-health-organization-declares-coronavirus-a-pandemic/>

² State of Oregon Office of the Governor, Executive Order 20-05, OREGON.GOV (Mar. 12, 2020),

1 and the Oregon Shakespeare Festival cancelled all performances through April 8,
2 2020.³ The announcements did not disrupt Plaintiff's trip, as her scheduled
3 departure date was not until three months later.

4 17. On March 13, 2020, President Donald Trump declared a National
5 Emergency.

6 18. On March 16, 2020, the President enlisted the help of the CDC to
7 issue the President's Coronavirus Guidelines for America and initiated a "30 Days
8 to Slow the Spread" campaign that called for Americans to take various proactive
9 measures including: avoiding social gatherings of more than ten people for the
10 following fifteen (15) days; practicing "social distancing" of six feet between
11 individuals; *avoiding discretionary travel; and following the directions of state and*
12 *local authorities*—the campaign specifically instructed Americans: "**Listen and**
13 **follow all directions** from your state and local authorities."⁴ Americans were also
14 urged to self-isolate if they or anyone they reside with feels sick or tests positive
15 for the Coronavirus.

16 19. The President said that the country may be dealing with a number of
17 restrictions through July or August as a result of the virus.⁵ He acknowledged the
18 economy may be heading into a recession.⁶

19 20. On March 19, 2020, California Governor Gavin Newsome issued an
20 order for "all individuals living in the State of California to stay home or at their
21

22 https://www.oregon.gov/gov/Documents/executive_orders/eo_20-05.pdf

23 ³ Katie Thorsen, *Oregon Shakespeare Festival Cancels Performances Through April 8*, KDRV.COM (Mar. 12,
24 2020, 1:32 PM), [https://www.kdrv.com/content/news/Oregon-Shakespeare-Festival-cancels-performances-](https://www.kdrv.com/content/news/Oregon-Shakespeare-Festival-cancels-performances-through-April-8-568747871.html)
25 [through-April-8-568747871.html](https://www.kdrv.com/content/news/Oregon-Shakespeare-Festival-cancels-performances-through-April-8-568747871.html).

26 ⁴ WHITEHOUSE.GOV (Apr. 2, 2020), <https://www.whitehouse.gov/articles/these-30-days-how-you-can-help/>.

27 ⁵ Michael Collins, David Jackson, John Fritze, Courtney Subramanian, *Social Distancing Through August? Donald*
28 *Trump Suggests it May Be Needed to Help Confront Coronavirus*, USA TODAY (Mar. 16, 2020, 4:21 PM),
[https://www.usatoday.com/story/news/politics/2020/03/16/coronavirus-trump-says-social-distancing-may-needed-](https://www.usatoday.com/story/news/politics/2020/03/16/coronavirus-trump-says-social-distancing-may-needed-through-august/5061517002/)
[through-august/5061517002/](https://www.usatoday.com/story/news/politics/2020/03/16/coronavirus-trump-says-social-distancing-may-needed-through-august/5061517002/).

⁶ Sergei Klebnikov, Sarah Hansen, *Dow Plunges 3,000 Points as Trump Says U.S. 'May Be' Headed For Recession*,
FORBES (Mar. 16, 2020, 4:20 PM), [https://www.forbes.com/sites/sergeiklebnikov/2020/03/16/dow-plunges-](https://www.forbes.com/sites/sergeiklebnikov/2020/03/16/dow-plunges-3000-points-as-trump-says-us-may-be-headed-for-recession)
[3000-points-as-trump-says-us-may-be-headed-for-recession](https://www.forbes.com/sites/sergeiklebnikov/2020/03/16/dow-plunges-3000-points-as-trump-says-us-may-be-headed-for-recession).

1 place of residence except as needed to maintain continuity of operations of the
 2 federal critical infrastructure sectors.”⁷ Violations of the order were punishable as
 3 a misdemeanor. The maximum punishment would be a fine of \$1,000 or up to six
 4 months in prison.⁸

5 21. On March 20, 2020, the City Manager of Culver City, Plaintiff’s city
 6 of residence, issued a supplemental Public Order calling on Culver City to stay in
 7 their residences and limit all activities outside of their homes beyond what is
 8 absolutely necessary for essential tasks.⁹

9 22. On March 22, 2020, Governor Newsom requested the President to
 10 declare disaster for the state of California¹⁰ in order to gain assistance from the
 11 President’s Disaster Relief Fund, which is managed by FEMA. Disaster assistance
 12 programs became available when the President announced the National Emergency
 13 on March 13, 2020 and invoked the Robert T. Stafford Disaster Relief and
 14 Emergency Assistance Act, 42 U.S.C. § 5121, under which federal authority is
 15 granted for disaster response actions.

16 23. On March 23, 2020, Oregon Governor Kate Brown issued a statewide
 17 stay-at-home order¹¹ that directed Oregonians to stay home except for essential
 18 work or buying food and similar supplies. Violations of the order implicated class
 19 C misdemeanor charges punishable by up to 30 days in jail, a fine of up to \$1,250
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21
 22 ⁷ State of California Office of the Governor, Executive Order N-33-2010, CA.gov (Mar. 19, 2020),
<https://www.gov.ca.gov/2020/03/19/governor-gavin-newsom-issues-stay-at-home-order/>.

23 ⁸ Matt Keeley, *California, World's Fifth-Largest Economy, Is in Lockdown as Governor Orders Residents to Stay*
Home, NEWSWEEK (Mar. 19, 2020, 10:24 PM),
 24 <https://www.newsweek.com/california-worlds-biggest-economy-lockdown-governor-orders-residents-stay-home-1493352>.

25 ⁹ City of Culver City Manager’s Office, First Supplement to Public Order Under City of Culver City Emergency
 Authority, CULVERCITY.ORG (Mar. 20, 2020), <https://www.culvercity.org/home/showdocument?id=18882>.

26 ¹⁰ *Governor Newsom Requests Presidential Major Disaster Declaration for State’s COVID-19 Response Efforts*,
 CA.GOV (Mar. 22, 2020),
 27 <https://www.gov.ca.gov/2020/03/22/governor-newsom-requests-presidential-major-disaster-declaration-for-states-covid-19-response-efforts/>.

28 ¹¹ State of Oregon Office of the Governor, Executive Order 20-12, OREGON.GOV (Mar. 23, 2020),
https://www.oregon.gov/gov/Documents/executive_orders/eo_20-12.pdf.

1 or both.¹²

2 24. On May 2, 2020, Governor Brown extended Oregon's stay-at-home
3 order, originally set to expire on May 7, 2020 to July 6, 2020.¹³

4 25. On May 7, 2020, Governor Brown announced that all large gatherings
5 in Oregon would remain canceled through the end of September, and then
6 indefinitely depending on the availability of reliable COVID-19 treatment or
7 prevention. Following Governor Brown's May 7 order, the Oregon Shakespeare
8 Festival announced the official cancellation of the remainder of its 2020 season.¹⁴

9 **Plaintiff's Trip Cancellation Claim**

10 26. On May 7, 2020, Plaintiff was forced to cancel the trip, and filed her
11 Claim with Defendants, seeking coverage under the Policy for her losses and
12 damages. **See May 7 Trip Cancellation Claim, attached hereto as Exhibit C.**

13 27. On June 12, 2020, Plaintiff received Defendants' written denial of the
14 Claim ("Denial"). Defendants fully denied coverage, stating:

15 We have reviewed the information provided regarding your
16 recent travel disruption. Unfortunately, the cause of loss is not
due to an event that is covered by the plan you purchased.

17 ... Your policy only provides benefits for specific, listed events
18 including Quarantine, and defines Quarantine as, "... the
enforced isolation of you or your Traveling Companion, for the
19 purpose of preventing the spread of illness, disease or pests."
However, the Coronavirus outbreak is considered a foreseeable
20 event under any plans purchased on or after January 29, 2020.
Therefore, you could be covered if you are diagnosed with
21 Coronavirus, but foreseeable events such as becoming
quarantined due to the Coronavirus will not be covered.

22 **See June 12 Claim Denial, attached hereto as Exhibit D.**

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24
25 ¹² Maxine Bernstein, *What's the Penalty for Breaking Oregon's New 'Stay Home' Order? Jail, \$1,250 Fine or Both*,
26 THE OREGONIAN (Mar. 23, 2020), <https://www.oregonlive.com/coronavirus/2020/03/whats-the-penalty-for-breaking-oregons-new-stay-home-order.html>.

27 ¹³ Kale Williams, *Gov. Kate Brown Extends Oregon Coronavirus State of Emergency to July 6*, THE OREGONIAN
28 (May 2, 2020), <https://www.oregonlive.com/coronavirus/2020/05/gov-kate-brown-extends-oregon-coronavirus-state-of-emergency-to-july-6.html>.

¹⁴ KOIN News 6 Staff, *Shakespeare Festival Closes Curtain on fall season*, KOIN.COM (May 8, 2020, 4:07 PM),

The Policy

28. The Policy provides coverage for Trip Cancellation, among other travel plan protections, stating:

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments that you paid for your Trip, ***if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip*** to you or your Traveling Companion, while your coverage is in effect under this Policy.

Ex. A at p. 16 (emphasis added).

29. The Policy lists the following as “Covered Events:”

Your Accommodations at your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 15 calendar days after the event renders the destination inaccessible.

For the purpose of this coverage, inaccessible means your Accommodations can not be reached by your original mode of transportation. Benefits are not payable if the event occur or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date.

Ex. A at p. 21 (emphasis added).

30. The Policy’s “Covered Events” also specifically provide for coverage in the event of “Being hijacked or Quarantined.” Ex. A at p. 19.

31. “Quarantine” is a specifically listed Definition set forth in the Policy: “QUARANTINE means the enforced isolation of your or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests.”

Ex. A at p. 9.

32. The June 12 Denial also stated:

... However, due to the difficult circumstances, we wish to make an accommodation and provide you a voucher for the full amount of the insurance premium you paid to be applied to a future trip. You do not need to call us, an email will be sent to the policyholder email address on file with all voucher information in the next few business days.

1 ... Should you feel your claim has been improperly denied or
 2 rejected, we want you to know you may contact the California
 3 Department of Insurance with your complaint and seek
 4 assistance¹⁵ from the governmental agency that regulates
 insurance.

5 33. Plaintiff's husband, James Canine, contacted the California
 6 Department of Insurance (DOI) for assistance with Defendants' wrongful denial of
 7 the Claim.

8 34. On June 18, 2020, Canine received an email from DOI officer Jorge
 9 Zuniga acknowledging receipt of Canine's request for assistance. Zuniga informed
 10 Canine that "CSA Travel Protection is not an insurance company" and requested
 11 that Canine send over copies of the Policy and of correspondence received from
 12 Defendants. See June 18 CA DOI Letter, attached hereto as Exhibit E. Canine sent
 13 the requested documents to Zuniga on June 27, 2020.

14 35. On July 24, 2020, after Officer Zuniga reviewed the CSA documents
 15 from Canine, Zuniga emailed to inform him that the DOI was unsuccessful in
 16 resolving Plaintiff's claim dispute. Zuniga advised Canine to, if he wished to
 17 pursue the matter further, either 1) file a lawsuit in Small Claims Court; or 2)
 18 contact an attorney for legal advice. **See July 24 CA DOI Letter, attached**
 19 **hereto as Exhibit F.**

20 36. The events that caused Plaintiff to cancel the trip were Covered
 21 Events under the Policy. That those events arose from and/or were related to
 22 COVID-19 is an insufficient basis upon which Generali decided to exclude every
 23 COVID-19 related event from the Policy's Covered Events.

24 **Generali's Complete Denial of All Claims Filed as a Result of COVID-**
 25 **19 Effects**

26 37. Generali posted on its website's "Position Statements" webpage the
 27 _____

28 ¹⁵ Exhibit D.

1 following message:

2 January 29 - Coronavirus Outbreak

3 The Coronavirus outbreak is considered a foreseeable event as
4 of January 29, 2020. This means coverage is unavailable for
5 losses related to the Coronavirus if the insurance plan was
6 purchased on or after January 29, 2020.

7 COVID-19 was formally declared a pandemic by the World
8 Health Organization on March 11, 2020. For insurance plans
9 that exclude pandemics, coverage is unavailable for losses that
10 occurred on or after March 11, 2020. Plan exclusions for a
11 pandemic can vary according to your state of residence and the
12 plan you purchased. To review your coverage details, please see
13 your Description of Coverage or Insurance Policy.

14 For any plans that include coverage for losses due to sickness,
15 we are providing coverage if you, a family member, or a
16 traveling companion contract COVID-19 and plan requirements
17 are met. Eligible coverages can include Trip Cancellation prior
18 to your scheduled departure, Trip Interruption, Travel Delay,
19 Medical and Dental, and Emergency Assistance and
20 Transportation coverage during your trip.

21 Customers are strongly encouraged to read their Description of
22 Coverage or Insurance Policy for details regarding their
23 available coverage.

24 ***See Defendants' Coronavirus 'Position Statement,' attached***
25 ***hereto as Exhibit G.***¹⁶

26 38. The following is also posted on Defendants' webpage titled "Buying
27 Travel Insurance in a Post-Pandemic World:"

28 Our plans do provide coverage if you, a family member, or a
traveling companion contract COVID-19 and plan requirements
are met. **Let's be perfectly clear though: Travel insurance**
will not cover you if you cancel or interrupt a trip out of fear of
getting sick or for government imposed travel bans or
restrictions – even in the case of a pandemic like COVID-19.

29 ***See Defendants' 'Post-Pandemic World' Webpage, attached hereto as***
30 ***Exhibit H.***¹⁷

31 39. The language of the Policy is unambiguous. The Policy is a fully
32 integrated contractual agreement. Defendants have breached the contract by failing
33 and refusing to indemnify Plaintiff for the losses she incurred as a result of the

34 ¹⁶ <https://www.generalitravelinsurance.com/position-statements/coronavirus.html>.

35 ¹⁷ <https://www.generalitravelinsurance.com/travel-resources/post-pandemic-travel-insurance.html#covid>.

1 unavoidable cancellation of her travel plans due to a Covered Event.

2 40. Instead of honoring the terms of the Policy, which is a binding
3 contract, Generali is denying legitimate requests for refunds and instead pushing
4 vouchers on customers. Each voucher offered is only worth the premium amount
5 paid by the Policyholder.

6 41. Plaintiff and other Claimants suffered monetary losses as a result of
7 their forced trip cancellations. Such losses far exceed the amounts of their
8 respective Policy premiums, and even those amounts they cannot recover from
9 Defendants in cash but rather only in voucher form.

10 42. Defendants have attempted to appease unhappy Claimants who have
11 expressed anger with the voucher program, by sending an email announcement that
12 the vouchers can be applied toward either: a) any new travel insurance plan until
13 May 31, 2021; or b) December 31, 2022;¹⁸ however, this does not in any way
14 mitigate the losses actually sustained. The vouchers are still worth nothing more
15 than the premiums paid for Policies intended to cover damages actually incurred in
16 connection with the cancelled trips at issue. **See Exhibit I Voucher Offer Update.**

17 43. Plaintiff incurred losses due to a trip cancellation that was caused by
18 Covered Events under the Policy despite said events arising out of COVID-19
19 related circumstances.

20 44. The disparity of the financial impact of Coronavirus on Defendants
21 and on its customers, everyday consumers like Plaintiff, is enormous. Plaintiff and
22 her husband are among thousands of similarly situated Generali customers who
23 deserve full, proper refunds and who need such refunds now more than ever.

24 **CLASS ACTION ALLEGATIONS**

25 45. Plaintiff brings this action, individually, and on behalf of a nationwide
26 class, pursuant to Federal Rule of Civil Procedure Federal Rules of Civil Procedure

27 _____

28 ¹⁸ See July 18 Voucher Offer Update, attached hereto as Exhibit I.

1 23(a), 23(b)(1), 23(b)(2), 23(b)(3) and/or 23(c)(4), defined as follows :

2 **Nationwide Class**

3 All persons located within the United States who purchased
4 Generali travel insurance plans accompanied by the Policy,
5 have incurred out of pocket Trip Cancellation expenses, and
6 were prevented from taking or completing a trip as a result of a
7 covered event during the COVID-19 pandemic.

6 46. In the alternative to the Nationwide Class, and pursuant to Federal
7 Rule of Civil Procedure, Rule 23(c)(5), Plaintiff seeks to represent the following
8 state class only in the event that the Court declines to certify the Nationwide Class
9 above. Specifically, a State Class consisting of the following:

10 **California State Class**

11 All persons located within the State of California who
12 purchased Generali travel insurance plans accompanied by the
13 Policy, have incurred out of pocket Trip Cancellation expenses,
14 and were prevented from taking or completing a trip as a result
15 of a covered event during the COVID-19 pandemic.

14 47. Excluded from the class(es) are Defendants, any entities in which
15 Defendants have a controlling interest, any of the officers, directors, or employees
16 of the Defendants, the legal representatives, heirs, successors, and assigns of the
17 Defendants, anyone employed with Plaintiff's counsels' firms, any Judge to whom
18 this case is assigned, and his or her immediate family.

19 48. **Numerosity. Fed. R. Civ. P. 23(a)(1).** The Class is so numerous that
20 joinder of all members is impracticable. Due to the nature of the insurance
21 involved, the members of the Class are geographically dispersed throughout the
22 United States. While the precise number of Class members is information not
23 readily available at this time, as only Generali possesses the data to determine a
24 numerical figure to indicate the Policies sold throughout the US that have resulted
25 in myriad claims Generali has received from consumers who would qualify as
26 Class Members for purposes of this action, Plaintiff has reasonable belief that there
27 are thousands of potential members in the Class. Generali states on its website that
28 it has a presence in 50 countries in the world and earned a total premium income

1 more than € 69.7 billion (approximately \$80 billion) in 2019, serving 61 million
2 customers worldwide.¹⁹

3 **49. Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs’ claims are typical of
4 the claims of the other members of the Class she seeks to represent because
5 Plaintiff and all Class members purchased identical coverage from Generali
6 containing identical language regarding Trip Cancellation and Covered Events, and
7 all Class members have been improperly denied coverage.

8 **50. Adequacy. Fed. R. Civ. P. 23(a)(4).** Plaintiff has retained counsel
9 experienced in complex class action and insurance litigation. Plaintiff has no
10 interests which are adverse to or in conflict with other members of the Class.
11 Plaintiff will fully and adequately protect the interests of all members of the Class.

12 **51. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3).** The questions of
13 law and fact common to the members of the Class predominate over any questions
14 that may affect only individual members, namely: whether the events caused by the
15 emergence of the COVID-19 pandemic constitute Covered Events under the
16 Policy; whether the effects of any disaster or emergency declarations, stay-at-home
17 directives, “stop the spread” initiatives, or any other national health or safety
18 warnings issued as a result of the COVID-19 pandemic that precluded Class
19 Members from embarking upon or completing trips for which they purchased
20 Policy coverage, trigger Covered Events under the Policy’s terms; and whether the
21 Policy requires Generali to reimburse Policy holders for expenses incurred as a
22 result of trip cancellation due to events caused by the COVID-19 pandemic
23 national disaster.

24 **52. Superiority. Fed. R. Civ. P. 23(b)(3).** A class action is superior to
25 other available methods for the fair and efficient adjudication of this controversy
26 since joinder of all Class members is impracticable. The prosecution of separate
27

28 ¹⁹ <https://www.general.com>

1 actions by individual members of the Class would impose heavy burdens upon the
2 courts and would create a risk of inconsistent or varying adjudications of the
3 questions of law and fact common to the Class. A class action, on the other hand,
4 would achieve substantial economies of time, effort, and expense, and would
5 assure uniformity of decision with respect to persons similarly situated without
6 sacrificing procedural fairness or bringing about other undesirable results.

7 53. The interest of the members of the Class in individually controlling
8 the prosecution of separate actions is theoretical rather than practical. The Class is
9 cohesive, and prosecution of the action through representatives would be
10 unobjectionable. The damages suffered by the Class are uniform and generally
11 formulaic, and the expense and burden of individual litigation could preclude them
12 from fair redressal of the wrongs done to them. Plaintiff anticipates no difficulty in
13 the management of this action as a class action.

14 54. A representative action under Cal. Bus. & Prof. Code §17200 et seq.
15 and Cal. Bus. & Prof. Code §17500 et seq., is also appropriate to secure restitution
16 for all affected members of the Class and the general public and to obtain
17 injunctive relief.

18 55. Plaintiff is entitled to an award of attorney's fees and costs in
19 prosecuting this action against Defendants under Civil Code §1780(e). Plaintiff is
20 also entitled to an award of attorney's fees and costs pursuant to Code of Civil
21 Procedure §1021.5, because: (a) a successful outcome in this action will result
22 in the enforcement of important rights affecting the public interest; (b) This
23 action will result in the cessation of business practices which are unlawful,
24 unfair, or fraudulent business acts or practices, and will result in restitution and/or
25 disgorgement of monies which Defendants should not equitably retain, thereby
26 providing significant benefit to the Class and the general public; and/or (c) Such
27 fees should not, in the interest of justice, be paid out of any recovery.

INJURY

56. By way of the above-detailed conduct, Defendants caused actual harm, injury-in-fact, and economic loss to Plaintiff and all other Class Members. Plaintiff was injured in the following ways:

a. Plaintiff paid Defendants \$150.85 for the Policy to insure against trip cancellation and other misfortune for a trip that Plaintiff and her husband planned to take to Ashland, Oregon between June 10, 2020 and June 15, 2020;

b. All other Class Members paid amounts to Defendants for Policies to insure protection for their travel plans;

c. As a result of quarantine and/or other Covered Events that rendered inaccessible the travel destinations of Plaintiff and Class Members, they did not travel and as such incurred losses and damages in connection with trip cancellation and other fees; and Plaintiff and all Class Members have been deprived of benefits intended to be afforded by the Policies issued by Defendants, including the use of their money and interest, requiring compensation and restitution.

COUNT I: BREACH OF CONTRACT

(individually and on behalf of the Nationwide Class or, alternatively, the State Class)

57. The preceding paragraphs are incorporated by reference as if fully alleged herein.

58. Plaintiff and the class purchased insurance from Defendants and were thereupon issued the Policy.

59. The Policy is a valid and enforceable contract between Generali and all policyholders, including Plaintiff and class members.

60. Plaintiff and the class members substantially performed their

obligations under the terms of the Policy and Class Policies.

61. Plaintiff and the class members suffered losses from events that should be reimbursed as results of Covered Events under the Policy.

62. Defendants have failed to compensated Plaintiff and class members for their respective losses as required by the Policy.

63. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

**COUNT II: UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE § 17200**

(On behalf of the State Class)

64. The preceding paragraphs are incorporated by reference as if fully alleged herein.

65. California Business and Professions Code §17200 *et seq.* prohibits acts of "unfair competition," which it defines as including "any unlawful, unfair or fraudulent business act or practice...."

66. Defendants' conduct as described above, constitutes "unfair" and "unlawful" business acts and practices.

67. Defendants have violated and continue to violate Business and Professions Code§17200's prohibition against engaging in "unfair" and "unlawful" business acts or practices, by, inter alia, breach of contract as well as tortious breach of the covenant of good faith and fair dealing and otherwise acting in bad faith by denying the claims for coverage by Plaintiff and each member of the Class as alleged above

68. Defendants' conduct does not benefit competition or consumers. The injury to competition and consumers is substantial, which was not outweighed by the utility of Defendants' conduct.

69. Plaintiff and each member of the Class could not have reasonably

1 avoided the injury each of them suffered.

2 70. The severity of the consequences of Defendants' conduct, as
3 described above, outweighs any justification, motive, or reason therefore and is
4 immoral, unethical, oppressive, unscrupulous, and offends established public
5 policy. Defendants' conduct results in an unfair advantage that significantly harms
6 competition in the insurance marketplace.

7 71. Plaintiff and each member of the Class suffered injury in fact and lost
8 money in the form of premiums paid to Defendants.

9 72. For the foregoing reasons, Plaintiff and each member of the
10 Class are entitled to recover from Defendants restitution of monies paid,
11 injunctive relief, declaratory relief, the cost of bringing this action (including
12 reasonable attorney's fees and costs), and any other relief allowed by law and
13 deemed just and equitable under the circumstances.

14 73. By this action, Plaintiff and each member of the Class request that
15 Defendants be ordered to make restitution of any money, property, goods or
16 services that may have been acquired through their violation of Business &
17 Professions Code §17200 as alleged herein.

18 74. Pursuant to Code of Civil Procedure § 1021.5 of the Code of Civil
19 Procedure and the Court's inherent equitable power, Plaintiff and each member of
20 the Class seek recovery of their costs of suit and reasonable attorney's fees.

21 **COUNT III: FALSE AND MISLEADING STATEMENTS IN VIOLATION**
22 **OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17500**

23 **(On behalf of the State Class)**

24 75. The preceding paragraphs are incorporated by reference as if fully
25 alleged herein.

26 76. With intent directly or indirectly to dispose of personal property
27 and to perform services and to induce the public to enter into obligations thereto,
28 Defendants caused to be made and disseminated before the public in California

1 statements concerning such personal property and services that were untrue and
 2 misleading, and which by the exercise of reasonable care should be known to
 3 be untrue and misleading. That is, Defendants advertised their untrue and
 4 misleading offer, among other ways, on websites and on the internet directed at
 5 consumers.

6 77. Members of the public, as reasonable consumers, were likely to be
 7 deceived by Defendants' statements made to the public. The statements were not
 8 mere puffery. Defendants are insurers registered to provide insurance in California
 9 and elsewhere and are services and promises. Plaintiff and each member of the
 10 Class were damaged by Defendants' misrepresentations and false statements.

11 78. For the foregoing reasons, Plaintiff and each member of the Class
 12 are entitled to recover from Defendants restitution of monies paid,
 13 injunctive relief, declaratory relief, the cost of bringing this action (including
 14 reasonable attorney's fees and costs), and any other relief allowed by law and
 15 deemed just and equitable under the circumstances.

16 79. By this action, Plaintiff and each member of the Class request that
 17 Defendants be ordered to make restitution of any money, property, goods or
 18 services that may have been acquired through their violation of Business &
 19 Professions Code § 17500 as alleged herein.

20 80. Pursuant to Code of Civil Procedure § 1021.5 of the Code of Civil
 21 Procedure and the Court's inherent equitable power, Plaintiff and each member of
 22 the Class seek recovery of their costs of suit and reasonable attorney's fees.

23 **COUNT IV: DECLARATORY AND INJUNCTIVE RELIEF**

24 **(Individually and on Behalf of the Nationwide Class or,**

25 **Alternatively, the State Class)**

26 81. The preceding paragraphs are incorporated by reference as if fully
 27 alleged herein.

28 82. An actual controversy has arisen and now exists between Plaintiff and

1 the class, on the one hand, and Defendant, on the other, concerning the respective
2 rights and duties of the parties under the Policy.

3 83. Plaintiff contends that Generali has breached the Policy by failing to
4 timely pay Class Members for their respective losses for covered damages.

5 84. Plaintiff, therefore, seeks a declaration of the parties' respective rights
6 and duties under the Policy and requests the Court to declare Generali's conduct
7 unlawful and in material breach of the Policy so as to avoid future controversies
8 that would allow for continual injustices such as the one at issue here, where huge
9 insurance companies take advantage of masses of consumers.

10 85. Pursuant to a declaration of the parties' respective rights and duties
11 under the Policy and Class Policies, Plaintiff further seeks an injunction enjoining
12 Defendant (1) from continuing to engage in conduct in breach of the Policy; and
13 (2) ordering Defendant to comply with the terms of the Policy, including payment
14 of all amounts due to each respective class member under the stated Policy
15 coverages that were extended to them upon purchase.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
18 situated, requests relief and judgment against Defendant as follows:

- 19 (a) That the Court enter an order certifying the class, appointing Plaintiff
20 as a representative of the class, appointing Plaintiff's counsel as class
21 counsel, and directing that reasonable notice of this action, as provided by
22 Federal Rule of Civil Procedure 23(c)(2), be given to the class;
- 23 (b) For a judgment against Defendant for the causes of action alleged
24 against it;
- 25 (c) For compensatory damages in an amount to be proven at trial;
- 26 (d) For restitution pursuant to Business & Professions Code §§ 17200 and
27 17500;
- 28

- 1 (e) For statutory, treble and/or punitive damages to the extent permitted
2 by law;
3 (f) For a declaration that Defendant's conduct as alleged herein is
4 unlawful and in material breach of the Policy and Class Policies;
5 (g) For appropriate injunctive relief, enjoining Defendant from continuing
6 to engage in conduct related to the breach of the Policies;
7 (h) For pre-judgment and post-judgment interest at the maximum rate
8 permitted by law;
9 (i) For Plaintiff's attorneys' fees;
10 (j) For Plaintiff's costs incurred; and
11 (k) For such other relief in law or equity as the Court deems just and
12 proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a trial by jury on all issues so triable.
15
16

17 Dated: September 14, 2020

Respectfully submitted.

18
19 By: 

20 ALAN LAW
21 State Bar Number : 286334
22 COOPER & SCULLY, P.C.
23 505 Sansome Street, Suite 1550
24 San Francisco, California 94111
25 Tel: 415-956-9700; Fax: 415-391-0274
26 Email: alan.law@cooperscully.com

27 Attorneys for Plaintiffs JO ELLEN YOUNG,
28 Individually and on Behalf of Others Similarly
Situated

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.)

I. (a) PLAINTIFFS

Jo Ellen Young, Individually and on Behalf of all Others Similarly Situated.

(b) County of Residence of First Listed Plaintiff **Los Angeles**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Alan Law (SBN 368334), Cooper & Scully, P.C., 505 Sansome Street,
Suite 1550, San Francisco, CA 94111; tel.: 415-535-5279; email:
alan.law@cooperscully.com

DEFENDANTS

Generali U.S. Branch, Generali Global Assistance, Inc., And
Customized Services Administrators, Inc. D/B/A CSA Travel
Protection

County of Residence of First Listed Defendant **San Diego**
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

'20CV1804 LAB AHG**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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 checked="" 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 type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input 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 LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <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
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

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

28 U.S.C. §1332(d)(2)(A); 28 U.S.C. § 1391; F.R.C.P. 23(a), 23(b)(1), 23(b)(2), 23(b)(3) and/or 23(c)(4)

Brief description of cause:

class action for plaintiffs' losses & damages sustained following closures & travel restrictions due to tCovid 19

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Magistrate Judge Roy S. Payne

DOCKET NUMBER 2:20-cv-244

DATE

09/14/2020

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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