

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

COURTNEY FOGLE, on Behalf of Herself  
and All Others Similarly Situated,

Plaintiff,

vs.

9199-4467 QUEBEC INC. d/b/a EARTH  
RATED,

Defendant.

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**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff, Courtney Fogle (“Plaintiff”), by and through her attorneys, brings this action on behalf of herself and all others similarly situated against Defendant Earth Rated (“Defendant” or “Earth Rated”). Plaintiff hereby alleges, on information and belief, except for information based on personal knowledge, which allegations are likely to have evidentiary support after further investigation and discovery, as follows:

### **FACTUAL ALLEGATIONS**

1. This is a class action lawsuit on behalf of purchasers of Defendant’s product, Earth Rated Certified Compostable Poop Bags (the “Product”), in the United States.

2. Defendant manufactures and sells a number of pet waste products under the “Earth Rated” label. Defendant sells these products throughout the United States, including in the State of New York.

3. Defendant holds itself out as an environmentally friendly brand. One of Defendant’s products is the Earth Rated Certified Compostable Poop Bags. The Product comes in three different sizes: 60 bags, 105 bags, and 225 bags.

4. On the packaging of the 60-count version of the Product, Defendant represents that the Product is “Certified Compostable.” The representation is the same on the packaging for the 105-count and 225-count versions of the Product – which are identical in all respects except for the size – Defendant represents that the Product is “Certified Compostable.”

5. Defendant makes similar claims on its website. For instance, Defendant represents that the Product “meet[s] the ASTM D6400 standard for municipal composting as well as the EN13432 Home and Industrial standards for compostability”.

6. Defendant further represents on its website that the Product is “certified for home composting” and are compostable at a “city compost” facility.

7. On each version of the Product and on its website, Defendant represents that the Product is capable of being composted. Reasonable consumers reviewing the Product’s packaging would believe the same based on Defendant’s representations.

8. Problematically for consumers, these claims are false and misleading. Indeed, the Federal Trade Commission (“FTC”) has stated that “compostable” claims on dog waste products are “generally untrue.”<sup>1</sup>

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<sup>1</sup> FTC Staff Warns Marketers and Sellers of Dog Waste Bags That Their Biodegradable and Compostable Claims May Be Deceptive, Feb. 3, 2015, <https://www.ftc.gov/news-events/press-releases/2015/02/ftc-staff-warns-marketers-sellers-dog-waste-bags-their>.

9. As the FTC notes “consumers generally think that unqualified “compostable claims” mean that a product will safely break down at the same rate as natural products, like leaves and grass clippings, in their home compost pile. If marketers disclose that a product will only compost in commercial or municipal facilities, consumers think that those facilities are generally available in their area. However, dog waste is generally not safe to compost at home, and very few facilities accept this waste.

10. More specifically, dog waste cannot be composted because it can contain harmful contaminants (e.g., E. Coli). Even in backyard composting, the U.S. Environmental Protection Agency cautions that dog waste can contain harmful parasites, bacteria, viruses, or pathogens.

11. As environmental regulatory bodies have noted “Animal waste contains two main types of pollutants that harm local waters: nutrients and pathogens. When this waste ends up in water bodies, it decomposes, releasing nutrients that cause excessive growth of algae and weeds. This makes the water murky, green, smelly, and even unusable for swimming, boating, or fishing. The pathogens, disease-causing bacteria, and viruses can also make local waters

unswimmable and unfishable and have caused severe illness in humans. Animal waste doesn't simply decompose.<sup>2</sup>

12. On top of the foregoing, industrial composting of dog waste is not available in the United States. Defendant even admits as much on a blog post on its website that is not linked in any way to the Product's page.<sup>3</sup>

13. The FTC has declared such practices to be deceptive. 16 C.F.R. § 260.7(a) ("It is deceptive to misrepresent, directly or by implication, that a product or package is compostable."). Per federal regulations, "[t]o avoid deception about the limited availability of municipal or institutional composting facilities, a marketer should clearly and prominently qualify compostable claims if such facilities are not available to a substantial majority of consumers or communities where the item is sold." 16 C.F.R. § 260.7(d).

14. These federal regulations go on to give examples of deceptive conduct, including but not limited to the following:

**Example 2:** A garden center sells grass clipping bags labeled as "Compostable in California Municipal Yard Trimmings Composting Facilities." When the bags break down, however, they release toxins into the compost. The

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<sup>2</sup> DO YOU SCOOP THE POOP? - <https://cfpub.epa.gov/npstbx/files/Pet%20care%20fact%20sheet.pdf> (emphasis added).

<sup>3</sup> 8 WAYS TO CELEBRATE EARTH DAY 2021 WITH YOUR DOG - <https://earthrated.com/en/blog/8-ways-to-celebrate-earth-day-2021-with-your-dog/>.

claim is deceptive if the presence of these toxins prevents the compost from being usable.

**Example 4:** Nationally marketed lawn and leaf bags state “compostable” on each bag. The bags also feature text disclosing that the bag is not designed for use in home compost piles. Yard trimmings programs in many communities compost these bags, but such programs are not available to a substantial majority of consumers or communities where the bag is sold. The claim is deceptive because it likely conveys that composting facilities are available to a substantial majority of consumers or communities. To avoid deception, the marketer should clearly and prominently indicate the limited availability of such programs. See 16 C.F.R. § 260.7(d) (emphasis added).

15. These examples are analogous to the issue here with Defendant’s Product, and illustrate why the “certified compostable” claim is deceptive. Like Example 2, the inability to compost dog waste due to the presence of parasites, bacteria, viruses, and pathogens prevents compost from being usable. And like Example 4, facilities that can compost dog waste are not available to most (if not all) U.S. consumers, and Defendant does not clarify this on the Product’s packaging. Accordingly, the “certified compostable” claim is false and misleading because the Product is not capable of being composted.

16. On the back panel of the 60-count version of the Product, Defendant purportedly includes a small print disclaimer in small font stating the Product is “Not suitable for backyard composting.”

17. Defendant also includes a small print disclaimer on the side panel of the 60-count version of the Product stating the Product “Should only be disposed of in commercial composting facilities where pet waste is accepted.”

18. The back panel of the 105-count and 225-count versions of the Product also includes a small print disclaimer in small font stating the Product “Should only be disposed of in commercial composting facilities where pet waste is accepted. These facilities may not exist in your area. If you want to compost your pet waste in a home compost, please ensure to only use the resulting compost on non-food crops.”

19. No reasonable consumer would expect that small print language on the back and side panels of the Product would contain language inconsistent with the representation that the Product is capable of being composted. Nor would a reasonable consumer expect that a “certified compostable” dog waste bag would not be capable of being composted.

20. Further, even Defendant’s disclaimers are misleading. Right above the disclaimer on the back panel of the 60-count version of the Product, Defendant proclaims in large font that the Product is “Compostable in Industrial Facilities.”

This is reinforced by language on Defendant's website that states consumers can "put [the] compostable poop bags in [a] city compost." Defendant attempts to qualify this by saying that consumers should "[c]heck locally" because such facilities "do not exist in many communities." But, in fact, such facilities do not exist at all in the United States. The side panel disclaimer on the 60-count version of the Product is likewise deceptive because it gives the impression that there are commercial facilities that accept pet waste, which is not true. Moreover, the disclaimers are not "clearly and prominently indicate[d]," as the FTC requires. 16 C.F.R. § 260.7(d) (Example 4).<sup>23</sup> The back panel disclaimer of the 60-count version of the Product also states that the Product is "[n]ot suitable for backyard composting." But again, this is inconsistent with Defendant's website, which proclaims that a consumer can "put [the] compostable poop bags in [a] backyard compost." Moreover, the disclaimer is not "clearly and prominently indicate[d]," as the FTC requires. 16 C.F.R. § 260.7(d) (See Example 4).

21. The back panel disclaimer of the 105-count and 225-count versions of the Product are no better. Again, the back panel disclaimer of these versions of the Product states that users should only dispose of the Product "in commercial composting facilities where pet waste is accepted," and that "[t]hese facilities may not exist in your area." But again, as Defendant admits on its website, such facilities do not exist at all in the United States. Moreover, the disclaimers are not



“clearly and prominently indicate[d],” as the FTC requires. 16 C.F.R. § 260.7(d) (Example 4).

22. Accordingly, even Defendant’s attempts to disclaim its misleading claims are themselves misleading and not consistently represented.

23. The “certified compostable” claims are an example of “greenwashing.” “Greenwashing is the process of conveying a false impression or providing misleading information about how a company's products are more environmentally sound ... [C]ompanies engaged in greenwashing typically exaggerate their claims or the benefits in an attempt to mislead consumers.”<sup>4</sup>

24. Companies make greenwashing claims to “capitalize on the growing demand for environmentally sound products.”<sup>5</sup> For example, over the past five years, there has been a 71% rise in online searches for sustainable goods.<sup>6</sup>

25. Further, according to a study by IBM and the National Retail Federation, nearly 70% of consumers in the United States and Canada think it is important that a brand is sustainable or eco-friendly. The same study also found

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<sup>4</sup> GREENWASHING, INVESTOPEDIA, <https://www.investopedia.com/terms/g/greenwashing.asp>.

<sup>5</sup> Id.

<sup>6</sup> Cristianne Close, The global eco-wakening: how consumers are driving sustainability, World Economic Forum, May 18, 2021, <https://www.weforum.org/agenda/2021/05/eco-wakening-consumers-driving-sustainability/>.

that 70% of respondents who valued sustainability would be willing to pay, on average, 35% more for eco-friendly brands.<sup>7</sup>

26. Modern consumers purchase products that claim to be environmentally friendly and are even willing to pay more for such products over their non-sustainable competitors.

27. Defendant capitalizes on this market, and charges more for its dog waste bags that it claims are “certified compostable,” as compared to those that lack such claims.

28. Defendant represents that the Product is “certified compostable” and charges a price premium for the Product based on this representation. But that claim is false; dog waste is too dangerous to compost, and there are few – if any – facilities in the United States that compost dog waste. Accordingly, the “certified compostable” claim is false and misleading because the Product is not capable of being composted, and consumers would not have purchased the Product – or paid substantially less for it – had they known the certified compostable claim was not true.

29. Plaintiff is a purchaser of the Product who assert claims on behalf of herself and similarly situated purchasers of the Product.

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<sup>7</sup> Dinara Bekmagambetova, Two-Thirds of North Americans Prefer Eco-Friendly Brands, Study Finds, Barron's, Jan. 10, 2020, <https://www.barrons.com/articles/two-thirds-of-north-americans-prefer-eco-friendly-brands-study-finds-51578661728>.

## JURISDICTION AND VENUE

30. This Court has jurisdiction over this matter under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d)(2)(A), as the amount in controversy exceeds \$5 million, exclusive of interests and costs; it is a class action of over 100 members; and the Plaintiff is a citizen of a state different from at least one Defendant.

31. This Court has personal jurisdiction over Defendant. Defendant has sufficient minimum contacts with the state of Florida and purposefully availed itself, and continues to avail itself, of the jurisdiction of this Florida through the privilege of conducting its business ventures in the state of Florida, thus rendering the exercise of jurisdiction by the Court permissible under traditional notions of fair play and substantial justice.

32. Venue is proper in this district under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this district, as Defendant does business throughout this district, and Plaintiff made her purchase of the Product in this district and her purchased Product was delivered to, and used, in this district.

## THE PARTIES

33. Plaintiff Courtney Fogle is a resident of Brevard County, Florida who has an intent to remain there, and is therefore a domiciliary of Florida. In the

Summer of 2021, Plaintiff purchased a 120-count package of the Product from Pet Smart and paid \$6.99 for the Product. Prior to her purchase of her Product, Plaintiff reviewed the product's labeling and packaging and saw that her Product was labeled and marketed as "certified compostable." In purchasing the Product, Plaintiff relied on Defendant's representations that the Product was "certified compostable." Plaintiff saw these representations prior to, and at the time of purchase, and understood them as representations that the Product was "certified compostable." Plaintiff did not realize the back panel of the Product contained information inconsistent with this representation, nor did she have a reason to know the same. Plaintiff relied on these representations and warranties in deciding to purchase her Product. Accordingly, those representations were part of the basis of the bargain, in that she would not have purchased her Product on the same terms had she known those representations were not true. In making her purchase, Plaintiff paid an additional amount for the Product above what she would have paid for Defendant's non-certified compostable dog waste bags based on the Product's environmentally friendly claim. Had Plaintiff known that the "certified compostable" claim was false and misleading, Plaintiff would not have purchased the Product, or would have paid substantially less for the Product.

34. Defendant, Earth Rated, is a Canadian corporation with its principal place of business at 8500 Decarie Blvd., 7th Floor, Mont-Royal, Québec, H4P 2N2, Canada and is licensed to conduct business in Florida.

35. Plaintiff reserves the right to amend this Complaint to add different or additional defendants, including without limitation any officer, director, employee, supplier, or distributor of Defendant who has knowingly and willfully aided, abetted, or conspired in the false and deceptive conduct alleged herein.

### **CLASS ACTION ALLEGATIONS**

36. **Class Definition:** Plaintiff brings this class action on behalf of herself, and as a class action on behalf of the following putative classes (the “Class”):

#### **Florida Class:**

All individual residents of the State of Florida who purchased the Product through the date of class certification. Excluded from the Class are: (1) Defendant and all directors, officers, employees, partners, principals, shareholders, and agents of Defendant; (2) Any currently sitting United States District Court Judge or Justice, and the current spouse and all other persons within the third-degree of consanguinity to such judge/justice; and (3) Class Counsel.

37. Plaintiff reserves the right to amend the Class definitions if further investigation and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise modified.

38. **Numerosity and Ascertainability:** Plaintiff does not know the exact number of members of the putative classes. Due to Plaintiff's initial investigation, however, Plaintiff is informed and believes that the total number of Class members is at least in the tens of thousands, and that members of the Class are numerous and geographically dispersed throughout the United States and Florida. While the exact number and identities of the Class members are unknown at this time, such information can be ascertained through appropriate investigation and discovery, including Defendant's records, either manually or through computerized searches.

39. **Typicality and Adequacy:** Plaintiff's claims are typical of those of the proposed Class, and Plaintiff will fairly and adequately represent and protect the interests of the proposed Class. Plaintiff does not have any interests that are antagonistic to those of the proposed Class. Plaintiff has retained counsel competent and experienced in the prosecution of this type of litigation.

40. **Commonality:** The questions of law and fact common to the Class members, some of which are set out below, predominate over any questions affecting only individual Class members:

- a. whether Defendant committed the conduct alleged herein;
  - b. whether Defendant's conduct constitutes the violations of laws alleged herein;
  - c. whether Defendant's labeling, sale and advertising set herein are unlawful, untrue, or are misleading, or reasonably likely to deceive;
  - d. whether Defendant knew or should have known that the representations were false or misleading;
  - e. whether Defendant knowingly concealed or misrepresented material facts for the purpose of inducing consumers into spending money on the Product;
  - f. whether Defendant's representations, concealments and non-disclosures concerning the Product are likely to deceive the consumer;
  - g. whether Defendant's representations, concealments and non-disclosures concerning the Product violate the FDUTPA and/or the common law;
  - h. whether Defendant should be permanently enjoined from making the claims at issue;
- and
- i. whether Plaintiff and the Class are entitled to restitution and damages.

41. **Predominance and Superiority:** Common questions, some of which are set out above, predominate over any questions affecting only individual Class members. A class action is the superior method for the fair and just adjudication of this controversy. The expense and burden of individual suits makes it impossible and impracticable for members of the proposed Class to prosecute their claims individually and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues. A class action is superior to other available methods for the fair and efficient adjudication of this controversy for at least the following reasons:

- a. given the complexity of issues involved in this action and the expense of litigating the claims, few, if any, Class members could afford to seek legal redress individually for the wrongs that Defendant committed against them, and absent Class members have no substantial interest in individually controlling the prosecution of individual actions;



- b. when Defendant's liability has been adjudicated, claims of all Class members can be determined by the Court;
- c. this action will cause an orderly and expeditious administration of the Class claims and foster economies of time, effort and expense, and ensure uniformity of decisions; and
- d. without a class action, many Class members would continue to suffer injury, and Defendant's violations of law will continue without redress while Defendant continues to reap and retain the substantial proceeds of their wrongful conduct.

42. **Manageability:** The trial and litigation of Plaintiff's and the proposed Class claims are manageable. Defendant has acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief and declaratory relief with respect to the Class as a whole.

### COUNT I

#### **For Violations of Florida's Deceptive and Unfair Trade Practices Act**

**Fla. Stat. 501.201 et seq.**

43. Plaintiff realleges and incorporates by reference each of the allegations contained in the paragraphs above as if fully set forth herein.

44. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

45. Defendant violated and continues to violate Florida's Deceptive and Unfair Trade Practices Act by engaging in unfair methods of competition, unconscionable acts and practices, and unfair and deceptive acts and practices in the conduct of their business.

46. The material misstatements and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff and the general public into believing that Defendant's Product was effective.

47. Plaintiff and Class members relied upon these advertisements in deciding to purchase the Product. Plaintiff's reliance was reasonable because of Defendant's reputation as a reliable company.

48. Had Plaintiff known that the Product was not as advertised, she would not have purchased it. As a result of Defendant's deceptive and unfair acts, Plaintiff and Class members have been damaged.

49. Defendant's conduct offends established public policy, and is immoral, unethical, oppressive, and unscrupulous to consumers.

50. Plaintiff and Class members are entitled to damages in an amount to be proven at trial.

51. Defendant should also be ordered to cease its deceptive advertising and should be made to engage in a corrective advertising campaign to inform consumers that its Product is not of the quality advertised.

## COUNT II

### **For False and Misleading Advertising, Fla. Stat. § 817.41**

52. Plaintiff re-alleges and incorporates by reference the allegations of in the above-referenced paragraphs 1-29 of the Complaint as if fully set forth herein.

53. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

54. On their website, in print advertisements, and in other forms of advertisements, Defendant made numerous misrepresentations of material fact regarding the quality of its Product.

55. Defendant knew that these statements were false.

56. Defendant intended for consumers to rely on its false statements for the purpose of selling its Product.

57. Plaintiff and Class members did in fact rely upon these statements. Reliance was reasonable and justified because of Defendant's reputation as a reliable company.

58. As a result of Defendant's misrepresentations, Plaintiff and Class members suffered damages in the amount paid for Defendant's Product.

59. Plaintiff and Class members are entitled to damages and injunctive relief as set forth above.

### COUNT III

#### **Unjust Enrichment**

60. Plaintiff re-alleges and incorporates by reference the allegations of in the above-referenced paragraphs 1-29 of the Complaint as if fully set forth herein.

61. Plaintiff brings this cause of action on behalf of herself and on behalf of the Class.

62. Plaintiff and Class members conferred a benefit on Defendant by purchasing the deceptively advertised Product at an inflated price.

63. Defendant received the moneys paid by Plaintiff and Class members and thus knew of the benefit conferred upon them.

64. Defendant accepted and retained the benefit in the amount of the profits they earned from Defendant's Product sales paid by Plaintiff and Class members.

65. Defendant has profited from their unlawful, unfair, misleading, and deceptive practices and advertising at the expense of Plaintiff and Class members, under circumstances in which it would be unjust for Defendant to be permitted to retain the benefit.

66. Plaintiff does not have an adequate remedy at law against Defendant.

67. Plaintiff and Class members are entitled to restitution of the amount paid for the Product and disgorgement of the profits Defendant derived from its deceptively advertised Product sales.

#### COUNT IV

##### **Negligent Misrepresentation**

68. Plaintiff re-alleges and incorporates by reference the allegations of in the above-referenced paragraphs 1-29 of the Complaint as if fully set forth herein.

69. Plaintiff brings this cause of action on behalf of herself and on behalf of the Class.

70. Defendant misrepresented that its Product sold was of a lesser quality than advertised.

71. At the time Defendant made these misrepresentations of material fact, Defendant knew or should have known that these representations were false or made the misrepresentations without knowledge of their truth or veracity.

72. The negligent misrepresentations and omissions made by Defendant, upon which Plaintiff and the Class reasonably and justifiably relied, were intended to induce, and did induce Plaintiff and the Class to purchase the Product from Defendant.

73. Plaintiff and the Class would not have purchased the Product from Defendant if the true facts had been known.

74. The negligent actions of Defendant caused damage to Plaintiff and the Class members. Consequently, Plaintiff and the Class have suffered injury and are entitled to damages in an amount to be proven at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays this Court:

- a. Certify this action as a class action;
- b. Award compensatory, statutory, and punitive damages as to all Counts where such relief is permitted by law;
- c. Enjoin Defendant's conduct and order Defendant to engage in a corrective advertising and labeling/disclosure campaign;
- d. Award equitable monetary relief, including restitution;
- e. Award pre-judgment and post-judgment interest at the legal rate;
- f. Award Plaintiff and Class members the costs of this action, including reasonable attorneys' fees and expenses; and
- g. Award such other and further legal and equitable relief as this Court may deem just and proper.

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## JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: \_\_\_\_\_

s/William C. Wright  
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

COURTNEY FOGLE, on Behalf of Herself and All Others Similarly Situated

(b) County of Residence of First Listed Plaintiff Brevard, Florida (EXCEPT IN U.S. PLAINTIFF CASES)

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

The Wright Law Office, 1515 N. Flagler Drive P-300, West Palm Beach, FL 33401 561-514-0904

DEFENDANTS

9199-4467 QUEBEC INC. d/b/a EARTH RATED

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

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

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - 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) Brief description of cause: Deceptive Business Practice

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,001.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 2/8/2022 SIGNATURE OF ATTORNEY OF RECORD s/William Wright

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.  
 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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Florida [dropdown arrow]

COURTNEY FOGLE, on Behalf of Herself and All Others Similarly Situated

Plaintiff(s)

v.

9199-4467 QUEBEC INC. d/b/a EARTH RATED

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 9199-4467 QUEBEC INC. d/b/a EARTH RATED 1350 Mazurette, Suite 308 Montreal, Quebec H4N 1H2 Canada

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

The Wright Law Office, P.A. William Wright 515 N. Flagler Drive, Suite P-300 West Palm Beach, FL 33410 Telephone: (561) 514-0904

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 02/08/2022

Signature of Clerk or Deputy Clerk

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Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: