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Attorneys for Plaintiff and the Putative Class

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

MARCELO MUTO, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

FREEBIRD,

Defendant.

Case No.

CLASS ACTION COMPLAINT

[DEMAND FOR JURY TRIAL]

1 Plaintiff Marcelo Muto (“Plaintiff”), on behalf of himself and all persons similarly situated, allege
2 the following based on personal knowledge as to allegations regarding the Plaintiff and on information and
3 belief as to other allegations.

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of himself and a class of similarly situated individuals
6 against Defendant Freebird, an e-commerce retailer offering shaving related products, (“Defendant” or
7 “Freebird”) arising from Defendant’s fraudulent and unconscionable subscription enrollment and billing
8 practices against consumers that never wanted or needed a subscription service.

9 2. Specifically, Freebird lures consumers into providing their credit card information based on
10 the promise of the purchase of a single product from its website. But that representation is false.

11 3. In fact, using a series of deceptive design tricks, Freebird surreptitiously opts users into
12 signing up for a subscription for additional products, then proceeds to charge consumers monthly
13 subscription fees.

14 4. For example, Plaintiff purchased the Flex Series Shaving Kit from Freebird, relying on the
15 cost of the product prominently displayed on the website. In the process of purchasing the Flex Series
16 Shaving Kit, Plaintiff was tricked into also purchasing a subscription for razors that Plaintiff never wanted
17 or needed.

18 5. Plaintiff and the Class have been injured by Defendant’s deceptive and unlawful practices.
19 Accordingly, Plaintiff brings this action on behalf of himself and the putative Class seeking actual
20 damages, statutory damages, punitive damages, restitution, and an injunction to prevent Defendant from
21 continuing to engage in its illegal billing practices described herein.

22 **JURISDICTION AND VENUE**

23 6. This Court has original jurisdiction of this action under the Class Action Fairness Act of
24 2005. Pursuant to 28 U.S.C. § 1332(d), this Court has original jurisdiction because:

- 25 a. the proposed Class is comprised of at least 100 members; §1332(d)(5)(B);
26 b. at least one member of the proposed class is a citizen of a State other than California,
27 §1332(d)(2)(A); and
28

1 c. the aggregate claims of the putative class members exceed \$5 million, exclusive of interest
2 and costs. § 1332(d)(2), (6).

3 7. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Freebird is subject to
4 personal jurisdiction here and regularly conducts business in this District, and because a substantial part of
5 the events or omissions giving rise to the claims asserted herein occurred in this district.

6 **PARTIES**

7 8. Plaintiff Marcelo Muto is a citizen of Indio, California.

8 9. Defendant Freebird is an e-commerce retailer headquartered in Monroe Township, New
9 Jersey.

10 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

11 **A. Freebird’s Website Fails to Bind Users to Any Terms of Service**

12 10. Freebird offers a variety of shaving related products through its e-commerce website.

13 11. Freebird customers may place order shaving products on Freebird’s website.

14 12. When a consumer uses the Freebird website, she may choose to create an account.

15 13. In order to do so, a user enters in a name and contact information.

16 14. Users do not affirmatively agree to any terms of service when ordering on the Freebird
17 website.

18 **B. Freebird Prominently and Plainly Represents Prices That Are False.**

19 15. Freebird prominently features product prices on its website.

20 16. Such price representations are made on the landing page of the product and all subsequent
21 pages displayed during the ordering process.

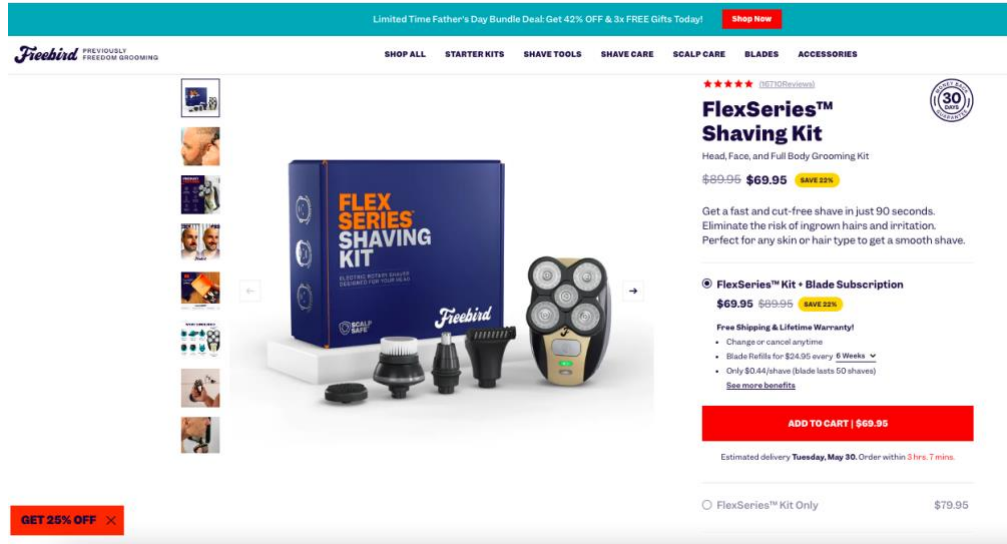
22 **C. Freebird Omits and Conceals Material Facts About the Costs of Freebird Products**

23 17. Freebird tricks its consumers into purchasing subscription plans they never needed or wanted
24 through a series of deceptive design tricks.

25 18. As seen in the below screenshot, at the very top, Freebird warrants twice in a prominent,
26 bold font, that the FlexSeries Shaving Kit costs \$69.95.

27 ///

28 ///



19. There is no mention that the advertised \$69.95 price is only the cost of the FlexSeries Shaving kit *if a subscription is purchased* until the user scrolls down to the preselected option to purchase the shave kit *plus* blade subscription at \$69.95.

20. Then, right below the pre-selected option to purchase the FlexSeries Shaving Kit, the user is asked to add the purchase to her virtual cart via a bright red large button.

21. Only after the bright red “Add to Cart” button does an option appear in a font so light that it blends in with the background of the page to purchase the shave kit only, without the subscription, at the increased price of \$79.99.

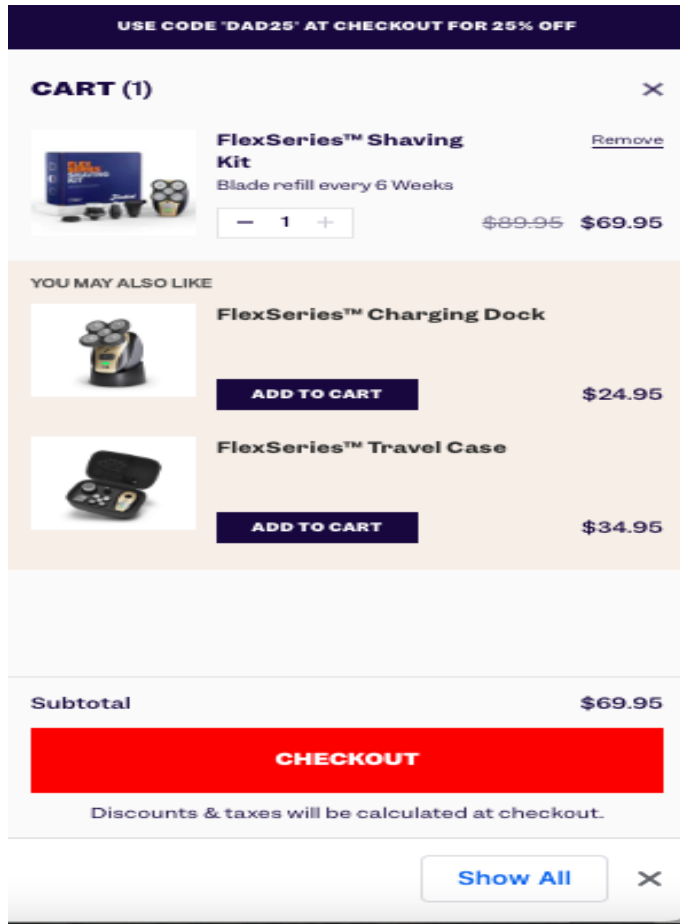
22. Thus, consumers are tricked into selecting the option for purchasing the blade subscription even if they intended to only purchase a single product.

23. The representation that the Flex Series Shaving Kit is \$69.95 continues when consumers go to checkout and purchase from their online shopping cart. Adding to the confusion and deception, even if a consumer does catch the tiny words stating “blade refill every 6 weeks”, the consumer still would not understand that the blade refill comes at an additional price, because Freebird advertises here that the Flex Series Shaving Kit plus blade refills is \$69.95:

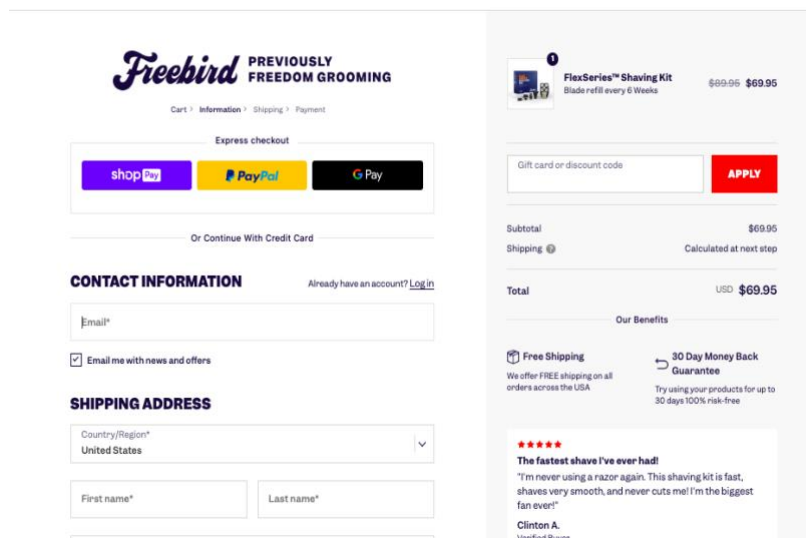
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24. The same deception continues on the checkout page, where consumers are asked to pay for their purchase, understanding that they are either purchasing a single product, or that they are purchasing a product plus blade subscription for the sole price of \$69.95.



1 25. Worse yet, the confirmation email consumers receive after a purchase never informs users
2 that they enrolled in a subscription. The user is not aware of the subscription until they receive and are
3 charged for their blades weeks later, and need to go through the hassle of cancelling and returning those
4 blades.

5
6 **D. Numerous Consumer Complaints Confirm Plaintiff's Experience is Not Unique**

7 26. Numerous consumer complaints confirm Plaintiff's experience is far from unique:

8 On 7/4/2022 I ordered a shaver for my husband. We received the product with no hassle.
9 But, like many other complaints on here about this company, On 8/11/2022 I received an
10 email that another shipment was on the way. This company does not make it clear that you
11 are subscribing to an auto shipment service. I would like to know where they are notifying
12 consumers before purchase that this is a subscription service. This fraudulent company
13 charged my card \$19.43 for a blade refill, which is not needed with these type of shavers.
14 They will not answer the phone for customer service support. For all consumers who read
15 this, please go to the FTC and file a complaint with them as well. There are way too many
16 complaints about this company making fraudulent charges for something not to be done
17 about it.¹

18 Clicked on the ad which was on ***** went to the site and purchased the item. I used
19 PayPal for a one time purchase purchase, but when I check ***** it was set up for
20 automatic payment payment. I canceled the automatic payment, but the charge went
21 through. Also I never received confirmation of the order. Tried contact with the company
22 but it is impossible to get in touch with them. I am now requesting a refund.²

23 I purchased a shaving system after seeing an ad on ***** . This was a Christmas present
24 for my husband. It is an awful product. Does not shave the way it should and my husband
25 hates it! I did not know that I would be incurring a recurring charge for refill razor heads. I
26 have attempted to contact the business multiple times to cancel with no response. I have
27 now had to go to my credit card company to stop the recurring charges. This is an awful
28 business scam!³

29 **E. Plaintiff's Experience**

30 27. Plaintiff purchased a FlexSeries Shaving kit in 2021. Plaintiff did not intend to purchase a
31 subscription

32 28. Plaintiff was surprised to learn several months later, upon reviewing his credit card
33 statements, that he purchased a blade subscription at an additional cost.

34
35
36
37 ¹ <https://www.bbb.org/us/pa/allentown/profile/electric-shaver/freebird-formerly-freedom-grooming-0241-236050881/complaints> (last accessed June 1, 2023).

38 ² *Id.*

³ *Id.*

CLASS ALLEGATIONS

29. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements.

All consumers in the United States who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, purchased a product from Freebird simultaneously with a subscription product.

30. Excluded from the Class are Freebird, its parents, subsidiaries, affiliates, officers and directors, any entity in which Freebird has a controlling interest, all personal accountholders who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

31. The members of the Class are so numerous that joinder is impractical. The Class consist of at least thousands of members, the identity of whom is within the knowledge of, and can be ascertained only by resort to, Freebird’s records.

32. The claims of the representative Plaintiff are typical of the claims of the Class he seeks to represent in that the representative Plaintiff, like all members of the Class, was charged improper and deceptive fees as alleged herein. The representative Plaintiff, like all members of the Class, was damaged by Freebird’s misconduct in that he was enrolled in a subscription service when he attempted to make a single purchase. Furthermore, the factual basis of Freebird’s misconduct is common to all members of the Class and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Class. And Freebird has no unique defenses that would apply to Plaintiff and not the Class.

33. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual members of the Class.

34. Among the questions of law and fact common to the Class include the following:

- a. Whether Freebird’s enrollment of consumers in subscription products was unfair, deceptive, or misleading;
- b. Whether Freebird deceptively represented the price of its products;
- c. The proper method or methods by which to measure damages and/or restitution and/or disgorgement; and

1 d. Whether Plaintiff and the Class are entitled to declaratory and injunctive relief and the
2 nature of that relief.

3 35. Plaintiff's claims are typical of the claims of other members of the Class, in that they arise
4 out of the same wrongful subscription policies and practices. Plaintiff has suffered the harm alleged and
5 has no interests antagonistic to the interests of any other member of the Class.

6 36. Plaintiff is committed to the vigorous prosecution of this action and has retained competent
7 counsel experienced in the prosecution of class actions and, in particular, consumer class actions against
8 financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately
9 protect the interests of the Class.

10 37. A class action is superior to other available methods for the fair and efficient adjudication of
11 this controversy. Since the amount of each individual member of the Class' claim is small relative to the
12 complexity of the litigation, and due to the financial resources of Freebird, no member of the Class could
13 afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the
14 members of the Class will continue to suffer losses and Freebird's misconduct will proceed without
15 remedy.

16 38. Even if members of the Class himself could afford such individual litigation, the court system
17 could not. Given the complex legal and factual issues involved, individualized litigation would
18 significantly increase the delay and expense to all parties and to the Court. Individualized litigation would
19 also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far
20 fewer management difficulties, allows claims to be heard which might otherwise go unheard because of
21 the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies
22 of scale and comprehensive supervision by a single court.

23 39. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would
24 preclude its treatment as a class action.

25 40. Freebird has acted or refused to act on grounds generally applicable to each of the Class,
26 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each
27 Class as a whole.

28 41. All conditions precedent to bringing this action have been satisfied and/or waived.

1 **CAUSES OF ACTION**

2 **FIRST CLAIM FOR RELIEF**
3 **Violation of California’s Unfair Competition Law (“UCL”)**
4 **Cal. Bus. & Prof. Code § 17200, *et seq.***

5 42. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

6 43. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”
7 including any “unlawful, unfair or fraudulent business act or practice.” Freebird’s conduct related to
8 deceptively enrolling consumers in subscriptions that they did not want or need and misrepresenting prices
9 on subscriptions violates each of the statutes’ “unfair,” “unlawful,” and “fraudulent” prongs.

10 44. The UCL imposes strict liability. Plaintiff need not prove that Freebird intentionally or
11 negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices
12 occurred.

13 45. A business act or practice is “unfair” under the UCL if it offends an established public policy
14 or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and that
15 unfairness is determined by weighing the reasons, justifications, and motives of the practice against the
16 gravity of the harm to the alleged victims.

17 46. A business act or practice is “fraudulent” under the UCL if it is likely to deceive members
18 of the public.

19 47. A business act or practice is “unlawful” under the UCL if it violates any other law or
20 regulation.

21 48. Freebird committed unfair and fraudulent business acts and practices in violation of Cal.
22 Bus. & Prof. Code § 17200, *et seq.*, by deceptively enrolling consumers in subscriptions that they did not
23 want or need and misrepresenting the price of those subscriptions.

24 49. Defendant’s acts and practices offend an established public policy of price transparency in
25 the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous activities that are
26 substantially injurious to consumers.

27 50. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices. There
28 were reasonably available alternatives to further Defendant’s legitimate business interests, other than the
misleading and deceptive conduct described herein.

1 51. Defendant’s conduct also constitutes an “unlawful” act under the UCL because, as detailed
2 in Plaintiff’s Second Claim for Relief below, it also constitutes a violation of sections 1770(a)(5) and (a)(9)
3 of the California Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq., infra*, in that
4 Freebird deceptively represents that it provides products for listed prices; in reality, however, this
5 marketing message is false because Freebird surreptitiously enrolls consumers in additional subscriptions
6 and charges consumers for those subscriptions.

7 52. Freebird’s business practices have misled Plaintiff and the proposed Class and will continue
8 to mislead them in the future.

9 53. Plaintiff relied on Defendant’s misrepresentations about the falsely advertised cost of
10 products in ordering products from Defendant.

11 54. By falsely marketing the true costs of products, Freebird deceived Plaintiff and Class
12 members into making products purchases they otherwise would not make.

13 55. Had Plaintiff known the truth of the purchase, *i.e.*, that Freebird secretly enrolled consumers
14 in subscription services, he would have ordered shaving products from another provider.

15 56. As a direct and proximate result of Freebird’s unfair, fraudulent, and unlawful practices,
16 Plaintiff and Class members suffered and will continue to suffer actual damages. Defendant’s fraudulent
17 conduct is ongoing and present a continuing threat to Class members that they will be deceived into
18 ordering products.

19 57. As a result of its unfair, fraudulent, and unlawful conduct, Freebird has been unjustly
20 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and Class
21 members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

22 **SECOND CLAIM FOR RELIEF**
23 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**
24 **Cal. Civ. Code § 1750, *et seq.***

25 58. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

26 59. This cause of action is brought pursuant to the Consumers Legal Remedies Act (CLRA),
27 California Civil Code § 1750, *et seq.* Plaintiff and each member of the proposed Class are “consumers” as
28 defined by California Civil Code § 1761(d). Defendant’s sale of products to consumers were “transactions”
within the meaning of California Civil Code § 1761(e). The products purchased by Plaintiff and the Class

1 are “goods” within the meaning of California Civil Code § 1761(a).

2 60. Defendant violated and continues to violate the CLRA by engaging in the following practices
3 proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class which were
4 intended to result in, and did result in, the sale of Freebird products orders:

5 a. “Representing that goods or services have . . . characteristics . . . that they do not have”
6 (a)(5); and

7 b. “Advertising goods or services with intent not to sell them as advertised” (a)(9).

8 c. Section 1770(a)(20) provides that sellers cannot “[a]dvertis[e] that a product is being
9 offered at a specific price plus a specific percentage of that price unless (A) the total price
10 is set forth in the advertisement, which may include, but is not limited to, shelf tags,
11 displays, and media advertising, in a size larger than any other price in the advertisement,
12 and (B) the specific price plus a specific percentage of that price represents a markup from
13 the seller’s costs or from the wholesale price of the product.” Cal. Civ. Code § 1770(a)(20).

14 61. Specifically, Freebird advertises to customers in large font that its products are a certain
15 price, but this is false because that price is only the price if the consumer enrolls in a subscription, which
16 Defendant tricks consumers into enrolling into.

17 62. At no time does Freebird openly disclose the true nature of its price to consumers; instead,
18 it repeatedly conceals and misrepresents this material information at several steps of the transaction
19 process.

20 63. Pursuant to § 1782(a) of the CLRA, Plaintiff’s counsel notified Defendant in writing by
21 certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the problems
22 associated with the actions detailed above and give notice to all affected consumers of Defendant’s intent
23 to act. If Defendant fails to respond to Plaintiff’s letter or agree to rectify the problems associated with the
24 actions detailed above and give notice to all affected consumers within 30 days of the date of written notice,
25 as proscribed by §1782, Plaintiff will move to amend his Complaint to pursue claims for actual, punitive
26 and statutory damages, as appropriate against Defendant. As to this cause of action, at this time, Plaintiff
27 seeks only injunctive relief.

28 ///

THIRD CLAIM FOR RELIEF
Breach of Contract
(On behalf of the Class)

94. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

95. Plaintiff and Freebird have contracted for products, as embodied in the representations made on Freebird's website and throughout the transaction process.

64. No contract provision authorizes Freebird to be able to charge more than the advertised price of the product, enroll unsuspecting customers in subscription services, and charge customers for subscription services they do not want or need.

65. Freebird breached the terms of its contract with consumers by enrolling consumers in subscriptions that consumers did not intend to purchase, and charging consumers an amount beyond the price of the product for that subscription.

79. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the contract.

80. Plaintiff and members of the Class have sustained damages as a result of Freebird's breach of the contract and breach of the implied covenant of good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class demand a jury trial on all claims so triable and judgment as follows:

1. Declaring Freebird's subscription policies and practices to be wrongful, unfair, and unconscionable;

2. Restitution of all subscription fees paid to Freebird by Plaintiff and the Class, as a result of the wrongs alleged herein in an amount to be determined at trial;

3. Disgorgement of the ill-gotten gains derived by Freebird from its misconduct;

4. Actual damages in an amount according to proof;

5. Punitive and exemplary damages;

6. Pre-judgment interest at the maximum rate permitted by applicable law;

7. Costs and disbursements assessed by Plaintiff in connection with this action, including

1 reasonable attorneys' fees pursuant to applicable law; and

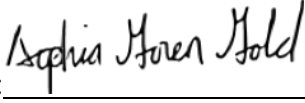
2 8. Such other relief as this Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Complaint
5 that are so triable as a matter of right.

6 Dated: June 27, 2023

KALIEL GOLD PLLC

7 
8 By: _____

9 Sophia G. Gold
10 Jeffrey D. Kalief
11 Amanda J. Rosenberg

12 SHAMIS & GENTILE, P.A.
13 Andrew Shamis (*pro hac vice* to be filed)

14 *Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>)	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)
(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;"></td> <td style="border: none; text-align: center;">PTF DEF</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF		PTF DEF	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2		<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"/> 3	<input type="checkbox"/> 3		<input type="checkbox"/> 6 <input type="checkbox"/> 6
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IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 530 General	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 950 Constitutionality of State Statutes				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input type="checkbox"/> No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
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IX(a). IDENTICAL CASES: Has this action been previously filed **in this court**? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed **in this court**? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: _____

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))