1	Charles C. Weller (SBN: 207034)						
2	legal@cweller.com CHARLES C. WELLER, APC						
3	11412 Corley Court San Diego, California 92126						
4	Tel: 858.414.7465 Fax: 858.300.5137						
5							
6	Attorney for Plaintiff Jacob Scheibe						
7							
8	IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA						
9							
10	JACOB SCHEIBE, individually and on behalf of all those similarly situated,	)					
11		) ) ) No. '23CV1776L BLM					
12	Plaintiff,	)					
13	v.	) CLASS ACTION COMPLAINT )					
14	CRAFTED BRAND COMPANY, LLC, a California limited liability company,	) JURY TRIAL DEMANDED					
15	Defendant.	)					
16	.,	)					
17							
18	Jacob Scheibe ("Plaintiff"), individually	y and on behalf of all other consumers similarly					
19	situated throughout the United States, by and through undersigned counsel, hereby brings this						
20	action against Crafted Brand Company, LLC ("Crafted"), alleging that Crafted's Mai Tai and						
21	Pina Colada cocktails mixers ("the Products"), which are manufactured, packaged, labeled,						
22							
23	advertised, distributed, and sold by Defendant, are misbranded and deceptively labelled because						
24	they contain preservatives, and upon information and belief and investigation of counsel alleges						
25	as follows:						
26	PARTIES						
27	1. Plaintiff Jacob Scheibe is and at all times relevant was a citizen of the state of						
28	California dominilad in San Diago California						

4

7 8

9

10 11

12 13

14 15

16

17 18

19

20 21

22 23

24 25

26

28

27

2. Defendant Crafted Brand Company is a California limited liability company with its principal place of business and headquarters in Las Vegas, Nevada.

#### **JURISDICTION AND VENUE**

- 3. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original jurisdiction of the federal district courts over "any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A).
- Plaintiff seeks to represent Class members who are citizens of states or countries 4. different from the Defendant.
- 5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate, exclusive of interests and costs.
- 6. In addition, "the number of members of all proposed plaintiff classes in the aggregate" is greater than 100. See 28 U.S.C. § 1332(d)(5)(B).
- This Court has personal jurisdiction over Defendant because this action arises out 7. of and relates to Defendant's contacts with this forum.
- 8. Those contacts include but are not limited to sales of the Products directly to commercial and individual consumers located in this district, including Plaintiff; shipping the Products to commercial and individual consumers in this district, including Plaintiff; knowingly directing advertising and marketing materials concerning the Products into this district through wires and mails, both directly and through electronic and print publications that are directed to commercial and individual consumers in this district; and operating an e-commerce web site

that offers the Products for sale to commercial and individual consumers in this district, as well as offering the Products for sale through third-party e-commerce websites, through both of which commercial and individual consumers residing in this district have purchased the Products.

- 9. Defendant knowingly directs electronic activity and ships the Products into this district with the intent to engage in business interactions for profit, and it has in fact engaged in such interactions, including the sale of the Products to Plaintiff.
- 10. Defendant also sells the Products to retailers and wholesalers in this district for the purpose of making the Products available for purchase by individual consumers in this district.
  - 11. Plaintiff's losses and those of other Class members were sustained in this district.
- 12. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this district.
- 13. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court maintains personal jurisdiction over Defendant.

#### **FACTUAL ALLEGATIONS**

### A. Consumers Pay A Premium for "Clean Label" Foods Free of Preservatives

- 14. Across the globe, consumers are increasingly attuned to claims that foods are "all-natural," minimally processed, or otherwise free of artificial flavors or preservatives.
- 15. For example, a 2018 survey by L.E.K. Consulting found that overwhelming numbers of consumers were committed or casual adherents to so-called "clean label" food attributes, with 67 percent preferring foods with "No preservatives." (67 percent). These were the three most attractive attributes in the consumer survey. Roughly 60 to 70 percent of consumers reported a willingness to pay a price premium for "clean label" foods. *See* <a href="https://www.lek.com/insights/ei/next-generation-mindful-food-consumption">https://www.lek.com/insights/ei/next-generation-mindful-food-consumption</a>.

- 16. This consumer preference has led to an explosion in the category of "clean label" foods and beverages. Leading analyst Allied Market Research estimated that the "natural foods and drinks" category would grow by an estimated compound annual growth rate of 13.7 percent from 2016 to 2023, reaching \$191 billion in annual sales by 2023. *See* https://www.alliedmarketresearch.com/natural-food-and-drinks-market.
- 17. Plaintiff purchased the Products on or about June 2, 2023 from a Walmart in Encinitas, California.
- 18. Scheibe is a student who eats with intentionality and for health. He carefully reviews labels, including the Products' labels, to ensure that he avoids preservatives.

### **B.** Defendant's Use of Preservatives.

- 19. Defendant Crafted formulates, manufactures, and sells various cocktail mixers, including the Products.
- 20. The front label (or "principal display panel") of the Products state that they contain "No preservatives," as shown here:





- 21. This no preservatives claim is false. The Products contain citric acid, which is a commonly used and recognized preservative in food and beverage products.
- 22. Citric acid in foods, *including as used in the Products*, is used to preserve foods by increasing acidity and preventing the growth of bacteria and mold when food is stored in cans, jars, or other containers.
- 23. Under federal regulations, citric acid is a chemical preservative because it is a "chemical that, when added to food, tends to prevent or retard deterioration thereof." 21 C.F.R. § 101.22(a)(5). This remains the case regardless of the subjective purpose for which citric acid is introduced into a food product.
- 24. The United States Food and Drug Administration identifies citric acid as a preservative in "Types of Food Ingredients" at <a href="https://www.fda.gov/food/food-additives-and-gras-ingredients-information-consumers/types-food-ingredients">https://www.fda.gov/food/food-additives-and-gras-ingredients-information-consumers/types-food-ingredients</a> (last viewed September 27, 2023).
- 25. Federal regulations also require that where a food contains "any chemical that, when added to food, tends to prevent or retard deterioration," a "statement of [that] chemical preservative shall be placed on the food [] as may be necessary to render such statement likely to be read by the ordinary person under customary conditions of purchase and use." 21 C.F.R. §§ 101.22(a)(5), (c).
  - 26. Citric acid does not fall within any regulatory exemption to these requirements.
- 27. These federal regulations are independently adopted as substantive state law requirements under the Sherman Law, Cal. Health & Saf. Code § 109875, et seq.
- 28. As described above, a preservative as defined by federal regulation is a substance that "tends" to prevent or retard the deterioration of food products. Thus, it is not necessary that

11

12

10

13 14

15 16

18

17

20

19

22

23

21

24 25

26

27

28

the substance function as a preservative in every single instance for it to qualify as a preservative, so long as preservation is the general tendency of the substance.

- 29. However, on information and belief, citric acid does in fact function as a preservative in the Products.
- 30. Labels are the chief means by which food product manufacturers convey critical information to consumers, and consumers have been conditioned to rely on the accuracy of the claims made on these labels. As the California Supreme Court stated in a case involving alleged violations of the UCL and FAL, "Simply stated: labels matter. The marketing industry is based on the premise that labels matter, that consumers will choose one product over another similar product based on its label." Kwikset Corp. v. Superior Court, 51 Cal.4th 310, 328 (2011).
- 31. Plaintiff reviewed the labels on the Products prior to his purchase, and reviewed the "No preservatives" claim made on those labels. Consumers, including Plaintiff, who viewed the Products' labels reasonably understood "No preservatives" claim to mean that the Products do not contain preservatives such as citric acid. This representation was false.
- 32. Consumers, including Plaintiff, reasonably relied on Defendant's label claims described herein such that they would not have purchased the Products from Defendant if the truth about the Products was known, or would have only been willing to pay a substantially reduced price for the Products had they known that Defendant's representations were false and misleading.
- 33. In the alternative, because of its deceptive and false labelling statements, Defendant was enabled to charge consumers including Plaintiff a premium for the Products relative to key competitors' products, or relative to the average price charged in the marketplace.

1
2
3
4
5

# 11

# 13

# 15

# 16 17

# 18

### 19 20

# 21

22

# 23

## 24 25

# 26

27

28

- 34. Consumers including Plaintiff especially rely on label claims made by food product manufacturers such as Crafted, as they cannot confirm or disprove those claims simply by viewing or even consuming the Products.
- Plaintiff suffered economic injury by Defendant's fraudulent and deceptive 35. conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and Plaintiff's injury.

### **CLASS ACTION ALLEGATIONS**

- 36. Plaintiff brings this action individually and as representative of all those similarly situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the United States who purchased the Products within four years prior to the filing of this Complaint.
- 37. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries, employees, officers, agents, and directors. Also excluded are any judicial officers presiding over this matter and the members of their immediate families and judicial staff.
- 38. Plaintiff reserves the right to alter the Class definition, and to amend this Complaint to add Subclasses, as necessary to the full extent permitted by applicable law.
- 39. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as individual Class members would use to prove those elements in individual actions alleging the same claims.
- 40. Numerosity – Rule 23(a)(1): The size of the Class is so large that joinder of all Class members is impracticable. Plaintiff believes and avers there are thousands of Class members geographically dispersed throughout the nation.
- 41. Existence and Predominance of Common Questions of Law and Fact – Rule 23(a)(2), (b)(3): There are questions of law and fact common to the Class. These questions

predominate over any questions that affect only individual Class members. Common legal and factual questions and issues include but are not limited to:

- a. Whether the marketing, advertising, packaging, and labeling for Defendant's
   Products is misleading and deceptive;
- Whether a reasonable consumer would understand Defendant's label claims to indicate that the Products contained no preservatives, and reasonably relied upon those representations;
- c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class members;
- d. Whether Defendant breached an express warranty;
- e. the proper amount of damages;
- f. the proper scope of injunctive relief; and
- g. the proper amount of attorneys' fees.
- 42. Defendant engaged in a common course of conduct in contravention of the laws Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations of law, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that predominate this action. The common questions will yield common answers that will substantially advance the resolution of the case.
- 43. In short, these common questions of fact and law predominate over questions that affect only individual Class members.
- 44. **Typicality Rule 23(a)(3)**: Plaintiff's claims are typical of the claims of the Class members because they are based on the same underlying facts, events, and circumstances relating to Defendant's conduct.

- 45. Specifically, all Class members, including Plaintiff, were harmed in the same way due to Defendant's uniform misconduct described herein; all Class members suffered similar economic injury due to Defendant's misrepresentations; and Plaintiff seeks the same relief as the Class members.
- 46. There are no defenses available to Defendant that are unique to the named Plaintiff.
- 47. Adequacy of Representation Rule 23(a)(4): Plaintiff is a fair and adequate representative of the Class because Plaintiff's interests do not conflict with the Class members' interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress against Defendant.
- 48. Furthermore, Plaintiff has selected competent counsel who are experienced in class action and other complex litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action vigorously on behalf of the Class and have the resources to do so.
- 49. **Superiority Rule 23(b)(3)**: The class action mechanism is superior to other available means for the fair and efficient adjudication of this controversy for at least the following reasons:
  - a. the damages individual Class members suffered are small compared to the burden and expense of individual prosecution of the complex and extensive litigation needed to address Defendant's conduct such that it would be virtually impossible for the Class members individually to redress the wrongs done to them. In fact, they would have little incentive to do so given the amount of damage each member has suffered when weighed against the costs and burdens of litigation;

- the class procedure presents fewer management difficulties than individual litigation and provides the benefits of single adjudication, economies of scale, and supervision by a single Court;
- c. the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendant; and
- d. the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would be dispositive of the interests of other Class members or would substantively impair or impede their ability to protect their interests.
- 50. Unless the Class is certified, Defendant will retain monies received as a result of its unlawful and deceptive conduct alleged herein.
- 51. Unless a class-wide injunction is issued, Defendant will likely continue to advertise, market, promote, and sell its Products in an unlawful and misleading manner, as described throughout this Complaint, and members of the Class will continue to be misled, harmed, and denied their rights under the law. Plaintiff will be unable to rely on the Products' advertising or labeling in the future, and so will not purchase the Products although he would like to.
- 52. **Ascertainability**. To the extent ascertainability is required, the Class members are readily ascertainable from Defendant's records and/or its agents' records of retail and online sales, as well as through public notice.
- 53. Defendant has acted on grounds applicable to the Class as a whole, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

### COUNT 1 VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CIVIL CODE § 1750 et seq.

- 54. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.
- 55. Plaintiff is a "consumer" within the meaning of the Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1761(d).
- 56. The sale of Defendant's Products to Plaintiff and Class members was a "transaction" within the meaning of the CLRA, Cal. Civ. Code § 1761(e).
- 57. The Products purchased by Plaintiff and Class members are "goods" within the meaning of the CLRA, Cal. Civ. Code § 1761(a).
- 58. As alleged herein, Defendant's business practices are a violation of the CLRA because Defendant deceptively failed to reveal facts that are material in light of the "No preservatives" representations that were made by Defendant on the labels of its Products.
- 59. Defendant's ongoing failure to provide material facts about its Products on its labels violates the following subsections of Cal. Civ. Code § 1770(a) in these respects:
  - Defendant's acts and practices constitute misrepresentations that its Products have characteristics, benefits, or uses which they do not have;
  - b. Defendant misrepresented that its Products are of a particular standard, quality, and/or grade, when they are of another;
  - Defendant's acts and practices constitute the advertisement of goods, without the intent to sell them as advertised;
  - d. Defendant's acts and practices fail to represent that transactions involving its
     Products involve actions that are prohibited by law, particularly the use of misleading nutritional labelling; and

- e. Defendant's acts and practices constitute representations that its Products have been supplied in accordance with previous representations when they were not.
- 60. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed, entitling them to injunctive relief, disgorgement, and restitution.
- 61. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified Defendant in writing of the particular violations of the CLRA described herein and demanded Defendant rectify the actions described above by providing complete monetary relief, agreeing to be bound by their legal obligations and to give notice to all affected customers of their intent to do so. Plaintiff sent this notice by certified mail to Defendant, at least 30 days before the filing of this Complaint.
- 62. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff and the Class are entitled to recover actual damages sustained as a result of Defendant's violations of the CLRA. Such damages include, without limitation, monetary losses and actual, punitive, and consequential damages, in an amount to be proven at trial.
- 63. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin publication of misleading and deceptive nutritional labels on Defendant's Products and to recover reasonable attorneys' fees and costs.

### COUNT 2 UNJUST ENRICHMENT

- 64. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.
- 65. Defendant, through its marketing and labeling of the Products, misrepresented and deceived consumers regarding the use of preservatives in the Products.
- 66. Defendant did so for the purpose of enriching itself and it in fact enriched itself by doing so.

- 67. Consumers conferred a benefit on Defendant by purchasing the Products, including an effective premium above their true value. Defendant appreciated, accepted, and retained the benefit to the detriment of consumers.
- 68. Defendant continues to possess monies paid by consumers to which Defendant is not entitled.
- 69. Under the circumstances it would be inequitable for Defendant to retain the benefit conferred upon it and Defendant's retention of the benefit violates fundamental principles of justice, equity, and good conscience.
- 70. Plaintiff seeks disgorgement of Defendant's ill-gotten gains and restitution of Defendant's wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed appropriate by the Court, and such other relief as the Court deems just and proper to remedy Defendant's unjust enrichment.
- 71. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as a result of Defendant's actions as set forth above.

### COUNT 3 BREACH OF EXPRESS WARRANTY

- 72. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.
- 73. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller, expressly warranted that the Products contain "No preservatives."
- 74. Defendant's express warranties, and its affirmations of fact and promises made to Plaintiff and the Class and regarding the Products, became part of the basis of the bargain between Defendant and Plaintiff and the Class, which creates an express warranty that the Products would conform to those affirmations of fact, representations, promises, and descriptions.

- 75. The Products do not conform to the express warranty that the Products contain "No preservatives" because they contain citric acid, a preservative.
- 76. As a direct and proximate cause of Defendant's breach of express warranty, Plaintiff and Class members have been injured and harmed because: (a) they would not have purchased the Products on the same terms if they knew the truth about the Products' unnatural ingredients; (b) they paid a price premium based on Defendant's express warranties; and (c) the Products do not have the characteristics, uses, or benefits that were promised.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request the Court grant the following relief against Defendant:

- a. Certifying the Class;
- Declaring that Defendant violated the CLRA and/or was unjustly enriched and/or breached an express warranty;
- c. Awarding actual and other damages as permitted by law;
- d. Ordering an awarding of injunctive relief as permitted by law, including enjoining
   Defendant from continuing the unlawful practices as set forth herein, and ordering
   Defendant to engage in a corrective advertising campaign;
- e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff;
- f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- g. Such other relief as the Court may deem just and proper.

TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

Case	3:23-cv-01776-L-BLM	Document 1	Filed 09/27/23	PageID.15	Page 15 of 15		
1							
2			Dagma at fully a	vylamitta d			
3			Respectfully s				
4			/s/ Charles C. Charles C. We Attorney for F	<i>Weller</i> eller (Cal. SB)	N: 207034)		
5							
6			CHARLES C. 11412 Corley San Diego, Ca Tel: 858.414.7	. WELLER, A Court	APC		
7			Tel: 858.414.7 Fax: 858.300.	alifornia 9212 7465 5137	6		
8			September 27				
9			2 - F	,			
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
	-15- CLASS ACTION COMPLAINT						

# $_{\text{JS 44 (Rev. 04/21)}} \text{Case 3:23-cv-01776-L-BLM} \textbf{CPOTUMED VERFILED 12.7/23} \quad \text{Page 1 of 2.1} \\$

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			DEFENDANTS							
Jacob Scheibe, individually and on behalf of those similarly situated				Crafted Brand Company, LLC, a California limited liability company						
<b>(b)</b> County of Residence of		an Diego		County of Residence of First Listed Defendant Las Vegas, NV						
(EX	(EXCEPT IN U.S. PLAINTIFF CASES)			(IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name, A	Address, and Telephone Number	)		Attorneys (If Known)						
	er, Charles C. Well A		.V		ınn	00147761	DLM			
Ct., San Diego C					BLM					
II. BASIS OF JURISD	II. BASIS OF JURISDICTION (Place an "X" in One Box Only)  III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff (For Diversity Cases Only)  and One Box for Defendant)									
1 U.S. Government Plaintiff			Citize	P	TF 1	DEF  1 Incorporated or Prior of Business In T		<b>PTF</b>	DEF X 4	
2 U.S. Government Defendant	X 4 Diversity (Indicate Citizenship	of Parties in Item III)	Citize	en of Another State	2	2 Incorporated and F of Business In A		5	5	
	_			en or Subject of a reign Country	3	3 Foreign Nation		<u> </u>	6	
IV. NATURE OF SUIT	(Place an "X" in One Box Onl		FC	ORFEITURE/PENALTY	Click	here for: Nature of S BANKRUPTCY	_	SCRIPTION STATUT		
110 Insurance	PERSONAL INJURY	PERSONAL INJURY	$\overline{}$	5 Drug Related Seizure	42	2 Appeal 28 USC 158	375 False C			
120 Marine 130 Miller Act 140 Negotiable Instrument	310 Airplane [ 315 Airplane Product Liability [	365 Personal Injury - Product Liability 367 Health Care/	69	of Property 21 USC 881 0 Other	42	23 Withdrawal 28 USC 157 INTELLECTUAL	376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking			
150 Recovery of Overpayment & Enforcement of Judgment	320 Assault, Libel & Slander	Pharmaceutical Personal Injury			Pl	ROPERTY RIGHTS				
151 Medicare Act	330 Federal Employers'	Product Liability				0 Copyrights 0 Patent	450 Comm	erce	ng	
152 Recovery of Defaulted Student Loans	Liability 340 Marine	368 Asbestos Personal Injury Product			835 Paten		470 D14 I G		nced and	
(Excludes Veterans)  153 Recovery of Overpayment	345 Marine Product Liability	Liability PERSONAL PROPER	TV -	LABOR		New Drug Application O Trademark	_ `	t Organiza per Credit		
of Veteran's Benefits	350 Motor Vehicle	370 Other Fraud		0 Fair Labor Standards		O Defend Trade Secrets Act of 2016	480 Consumer Cre (15 USC 1681		r 1692)	
160 Stockholders' Suits 190 Other Contract	355 Motor Vehicle Product Liability	371 Truth in Lending 380 Other Personal	L 72	Act 0 Labor/Management	St	OCIAL SECURITY	485 Teleph	one Consu tion Act	ımer	
x 195 Contract Product Liability	360 Other Personal	Property Damage		Relations	86	51 HIA (1395ff)	490 Cable/	Sat TV		
196 Franchise	Injury  362 Personal Injury -	385 Property Damage Product Liability		0 Railway Labor Act 1 Family and Medical		52 Black Lung (923) 53 DIWC/DIWW (405(g))	850 Securit		odities/	
DEAL BRODERTY	Medical Malpractice			Leave Act	86	4 SSID Title XVI	890 Other S	Statutory A		
REAL PROPERTY 210 Land Condemnation	CIVIL RIGHTS  440 Other Civil Rights	PRISONER PETITION Habeas Corpus:		0 Other Labor Litigation 1 Employee Retirement	☐ 86	55 RSI (405(g))	891 Agricu 893 Enviro			
220 Foreclosure	441 Voting	463 Alien Detainee		Income Security Act		DERAL TAX SUITS	895 Freedo	m of Infor	mation	
230 Rent Lease & Ejectment 240 Torts to Land	442 Employment 443 Housing/	510 Motions to Vacate Sentence				O Taxes (U.S. Plaintiff or Defendant)	Act 896 Arbitra	ition		
245 Tort Product Liability 290 All Other Real Property	Accommodations 445 Amer. w/Disabilities -	530 General 535 Death Penalty		IMMIGRATION	87	'1 IRS—Third Party 26 USC 7609	899 Admin	istrative Pr		
250 All Other Real Froperty	Employment	Other:		2 Naturalization Application	n	20 030 7007	Agency	Decision		
	446 Amer. w/Disabilities - Other	540 Mandamus & Othe 550 Civil Rights	er46	5 Other Immigration Actions			950 Constit		of	
	448 Education	555 Prison Condition		110110110			June 5			
		560 Civil Detainee - Conditions of								
V. ORIGIN (Place an "X" in	One Bon Only)	Confinement								
	- · · · · · · · · · · · · · · · · · · ·	emanded from	74 Rein	stated or 5 Transfe	erred fro	om 🖂 6 Multidistri	ict 🖂 8	Multidis	strict	
Proceeding Stat		ppellate Court		(specif	· /	Transfer	- "	Litigation Direct F		
VI CAUGE OF ACTIO	28 U.S.C. section 1332	ute under which you ar	e ming (1	Oo not cite jurisdictional sta	itutes uni	iess diversity):				
VI. CAUSE OF ACTIO	Brief description of cau		ducts purs	suant to the Class Action	Fairness	s Act				
VII. REQUESTED IN		· · · · · · · · · · · · · · · · · · ·		EMAND \$	1 41111000	CHECK YES only	if demanded ir	n complai	int:	
VII. REQUESTED IN   CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint: 5,000,000 JURY DEMAND: Yes No										
VIII. RELATED CASH IF ANY	(See instructions):	JUDGE			Do	OCKET NUMBER				
DATE 9/27/2023		SIGNATURE OF ATT	TORNEY (	OF RECORD						
FOR OFFICE USE ONLY										
RECEIPT # AMOUNT APPLYING IFP			JUDGE		MAG. JUI	OGE				

#### 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.