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8 Attorney for Plaintiffs

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 KATRINA AND BENJAMIN NECAISE,)
12 *individually and on behalf of all those*)
13 *similarly situated,*)

14 *Plaintiffs,*)

15 v.)

16 GENERAL MILLS, INC., *a Delaware*)
17 *corporation,*)

18 *Defendant.*)

No. **'24CV0367 TWR VET**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

19 Katrina and Benjamin Necaïse (“Plaintiffs”), individually and on behalf of all other
20 consumers similarly situated, by and through their undersigned counsel, hereby bring this action
21 against General Mills, Inc. (“Defendant”) alleging that the company manufactured, marketed,
22 and distributed oat based cereal products under the brand name “Cheerios” (“Products”) that
23 contain dangerous levels of the chemical pesticide chlormequat chloride (“chlormequat”). Upon
24 information and belief and investigation of counsel Plaintiffs allege as follows:
25

26 **PARTIES**

27 1. Plaintiffs Katrina and Benjamin Necaïse are a married couple residing in San
28 Marcos, California. They are citizens of the state of California.

1 2. Defendant General Mills, Inc. is a Delaware corporation with its principal place
2 of business in Golden Valley, Minnesota.

3 **JURISDICTION AND VENUE**

4 3. This Court has subject matter jurisdiction over this action pursuant to the Class
5 Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the
6 United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original
7 jurisdiction of the federal district courts over “any civil action in which the matter in controversy
8 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class
9 action in which . . . any member of a class of plaintiffs is a citizen of a State different from any
10 defendant.” 28 U.S.C. § 1332(d)(2)(A).

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12 4. Plaintiff seeks to represent Class members who are citizens of states or countries
13 different from the Defendant.

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15 5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate,
16 exclusive of interests and costs.

17 6. In addition, “the number of members of all proposed plaintiff classes in the
18 aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

19 7. In the alternative, the Court has diversity jurisdiction pursuant to 28 U.S.C. §
20 1332(a). The amount in controversy exceeds \$75,000 exclusive of interest and costs.

21
22 8. This Court has personal jurisdiction over Defendant because this action arises out
23 of and relates to Defendant’s contacts with this forum.

24 9. Those contacts include but are not limited to sales of the Products directly to
25 commercial and individual consumers located in this district, including at least one Plaintiff;
26 shipping the Products to commercial and individual consumers in this district, including at least
27 one Plaintiff; knowingly directing advertising and marketing materials concerning the Products
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1 into this district through wires and mails, both directly and through electronic and print
2 publications that are directed to commercial and individual consumers in this district; and
3 operating an e-commerce web site that offers the Products for sale to commercial and individual
4 consumers in this district, as well as offering the Products for sale through third-party e-
5 commerce websites, through both of which commercial and individual consumers including
6 Plaintiff have purchased the Products.
7

8 10. Defendant knowingly directs electronic activity and ships the Products into this
9 district with the intent to engage in business interactions for profit, and it has in fact engaged in
10 such interactions, including the sale of the Products to Plaintiffs.

11 11. Defendant also sells the Products to retailers and wholesalers in this district for
12 the purpose of making the Products available for purchase by individual consumers in this
13 district.
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15 12. In the alternative, this Court has diversity jurisdiction pursuant to 28 U.S.C. §
16 1332(a). The amount in controversy exceeds \$75,000 exclusive of interest and costs.

17 13. Plaintiffs' losses and those of other Class members were sustained in this district.

18 14. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of
19 the events or omissions giving rise to Plaintiff's claims occurred within this district.
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21 15. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court
22 maintains personal jurisdiction over Defendant.

23 **FACTUAL ALLEGATIONS**

24 16. General Mills is a leading producer, manufacturer, marketer, and seller of cereal
25 foods, including the iconic Cheerios brand of breakfast cereals, which is among the most famous
26 food brands in the world.
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1 17. Cheerios consists of pulverized oats shaped into a ring. Besides the original
2 unflavored Cheerios, the brand has produced and sells a number of flavored Cheerios lines,
3 including Honey Nut Cheerios.

4 18. Generations of children and adults internationally and in the U.S. have enjoyed
5 Cheerios for the past 75 years, making it one of the most popular and recognizable foods brands
6 in the world. The brand is especially popular among families, reflecting its image among
7 consumers as a healthy, nutritious breakfast food. Cheerios are often used by parents to
8 transition their infants to solid food, and to assist in their fine motor skills development.

9 19. Unfortunately for consumers, Cheerios contain dangerously high levels of
10 chlormequat, a pesticide that has been linked to disruption of fetal growth and harm to the
11 nervous system.

12 20. Specifically, independent laboratory testing has revealed that the following
13 Cheerios products have tested positive for the presence of chlormequat: regular Cheerios, Honey
14 Nut Cheerios, Frosted Cheerios, and Oat Crunch Oats N' Honey Cheerios. The Products have
15 tested out at levels of between 40 to more than 100 parts per billion of chlormequat.

16 21. Chlormequat is a plant growth pesticide that is used to control plant size by
17 blocking hormones that stimulate growth prior to bloom. When applied to growing oat and grain
18 crops, it stops them from bending over, which impedes the harvesting process.

19 22. Chlormequat is dangerous to human health if ingested, even at very low levels.
20 Toxicological studies suggest that exposure to chlormequat can reduce fertility and harm
21 developing fetus at doses lower than those used by regulatory agencies to set allowable daily
22 intake levels. Chlormequat has also been shown to delay puberty and impair the reproductive
23 functions in mammals.

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1 23. The packaging and labelling for Defendant’s Products do not list chlormequat in
2 the ingredient section, nor do they warn about the inclusion or potential inclusion of chlormequat
3 in the Products

4 24. The Environmental Working Group (“EWG”), a nonprofit run by scientists
5 dedicated to protecting public health, recommends a health benchmark of 30 parts per billion
6 per day for chlormequat. The levels of chlormequat found in Cheerios far exceeds this
7 recommended threshold amount.

8 25. Plaintiffs Katrina and Benjamin Necaise are a married couple with four children,
9 all of them 13 or younger. They buy Cheerios regularly and have for many years, in reliance on
10 the brand’s image among consumers as a healthy, safe food product. The Necaisses attempt to
11 purchase only safe and healthy foods for their family and are particularly focused on avoiding
12 foods with unnecessary chemicals and synthetic additives.

13 26. The Necaisses purchased Honey Nut Cheerios on June 12, 2023 for \$7.49 from
14 Albertsons.com, but they have purchased other Cheerios products including regular Cheerios,
15 at multiple times throughout the Class period.

16 27. Consumers including the Plaintiffs reasonably relied on the label and ingredients
17 list of Cheerios to accurately inform them of the components and ingredients of the Products.
18 Consumers including Plaintiffs would not have purchased the Products had their labels
19 accurately disclosed the presence of chlormequat in Cheerios.

20 28. In the alternative, because of failure to disclose the presence of chlormequat in
21 Cheerios, Defendant was enabled to charge a premium for the Products relative to key
22 competitors’ products, or relative to the average price charged in the marketplace.

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1 29. Consumers including Plaintiffs especially rely the labels on food products, as they
2 cannot confirm or disprove the claims stated on those labels simply by viewing or even
3 consuming the Products.

4 30. Plaintiffs and, indeed, no reasonable consumer would ever expect that a food
5 product—especially one heavily marketed to children and families—would contain dangerous
6 pesticides. Plaintiffs and Class Members suffered economic injuries as a result of purchasing
7 the Products.
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9 31. Plaintiffs suffered economic injury by Defendant’s fraudulent and deceptive
10 conduct as stated herein, and there is a causal nexus between Defendant’s deceptive conduct and
11 Plaintiffs’ injury.
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13 32. All flavors of the Products are sold for similar prices, are packaged in similar
14 packaging, are manufactured using the same base formulation, and all contain unhealthy and
15 unsafe levels of chlormequat. Plaintiffs therefore have standing to represent the purchasers of
16 all flavors of the Products, regardless whether they purchased each individual flavor of each
17 Product.
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19 **CLASS ACTION ALLEGATIONS**

20 33. Plaintiffs bring this action individually and as representative of all those similarly
21 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in in the state
22 of California who purchased the Products in the four years prior to the filing of this Complaint.
23

24 34. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
25 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
26 this matter and the members of their immediate families and judicial staff.
27

28 35. Plaintiffs reserve 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.

1 36. Certification of Plaintiffs' claims for class-wide treatment is appropriate because
2 Plaintiffs can prove the elements of the claims on a class-wide basis using the same evidence as
3 individual Class members would use to prove those elements in individual actions alleging the
4 same claims.

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6 37. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all
7 Class members is impracticable. Plaintiffs believe and aver there are thousands of Class
8 members geographically dispersed throughout the state of California.

9 38. **Existence and Predominance of Common Questions of Law and Fact – Rule**
10 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
11 predominate over any questions that affect only individual Class members. Common legal and
12 factual questions and issues include but are not limited to:

- 13
14 a. Whether the marketing, advertising, packaging, labeling, and other promotional
15 materials for Defendant's Products is misleading and deceptive;
16 b. Whether a reasonable consumer would understand Defendant's label to indicate
17 that the Products did not contain dangerous levels of pesticides;
18 c. Whether Defendant was unjustly enriched at the expense of the Plaintiffs and
19 Class members;
20 d. the proper amount of disgorgement or restitution;
21 e. the proper scope of injunctive relief; and
22 f. the proper amount of attorneys' fees.

23
24 39. Defendant engaged in a common course of conduct in contravention of the laws
25 Plaintiffs seek to enforce individually and on behalf of the Class. Similar or identical violations
26 of law, business practices, and injuries are involved. Individual questions, if any, pale by
27 comparison, in both quality and quantity, to the numerous common questions that predominate
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1 this action. The common questions will yield common answers that will substantially advance
2 the resolution of the case.

3 40. In short, these common questions of fact and law predominate over questions that
4 affect only individual Class members.

5 41. **Typicality – Rule 23(a)(3):** Plaintiffs’ claims are typical of the claims of the Class
6 members because they are based on the same underlying facts, events, and circumstances
7 relating to Defendant’s conduct.

8 42. Specifically, all Class members, including Plaintiffs, were harmed in the same
9 way due to Defendant’s uniform misconduct described herein; all Class members suffered
10 similar economic injury due to Defendant’s misrepresentations; and Plaintiffs seek the same
11 relief as the Class members.

12 43. There are no defenses available to Defendant that are unique to the named
13 Plaintiffs.

14 44. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff are fair and adequate
15 representative of the Class because their interests do not conflict with the Class members’
16 interests. Plaintiffs will prosecute this action vigorously and is highly motivated to seek redress
17 against Defendant.

18 45. Furthermore, Plaintiffs has selected competent counsel who are experienced in
19 class action and other complex litigation. Plaintiffs and Plaintiffs’ counsel are committed to
20 prosecuting this action vigorously on behalf of the Class and have the resources to do so.

21 46. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
22 available means for the fair and efficient adjudication of this controversy for at least the
23 following reasons:

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- 1 a. the damages individual Class members suffered are small compared to the burden
2 and expense of individual prosecution of the complex and extensive litigation
3 needed to address Defendant’s conduct such that it would be virtually impossible
4 for the Class members individually to redress the wrongs done to them. In fact,
5 they would have little incentive to do so given the amount of damage each member
6 has suffered when weighed against the costs and burdens of litigation;
7
8 b. the class procedure presents fewer management difficulties than individual
9 litigation and provides the benefits of single adjudication, economies of scale, and
10 supervision by a single Court;
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12 c. the prosecution of separate actions by individual Class members would create a
13 risk of inconsistent or varying adjudications, which would establish incompatible
14 standards of conduct for Defendant; and
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16 d. the prosecution of separate actions by individual Class members would create a
17 risk of adjudications with respect to them that would be dispositive of the interests
18 of other Class members or would substantively impair or impede their ability to
19 protect their interests.

20 47. Unless the Class is certified, Defendant will retain monies received as a result of
21 its unlawful and deceptive conduct alleged herein.

22 48. Unless a class-wide injunction is issued, Defendant will likely continue to
23 advertise, market, promote, and sell its Products in an unlawful and misleading manner, as
24 described throughout this Complaint, and members of the Class will continue to be misled,
25 harmed, and denied their rights under the law. Plaintiffs will be unable to rely on the Products’
26 advertising or labeling in the future, and so will not purchase the Products although they would
27 like to.
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1 49. **Ascertainability.** To the extent ascertainability is required, the Class members are
2 readily ascertainable from Defendant’s records and/or its agents’ records of retail and online
3 sales, as well as through public notice.

4 50. Defendant has acted on grounds applicable to the Class as a whole, thereby making
5 appropriate final injunctive and declaratory relief concerning the Class as a whole.
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7 **COUNT 1**
8 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT,**
9 **CAL. CIV. CODE § 1750 ET SEQ.**

10 51. Plaintiffs reallege the preceding paragraphs as if fully set forth herein and, to the
11 extent necessary, pleads this cause of action in the alternative.

12 52. Plaintiffs are “consumers” within the meaning of the Consumer Legal Remedies
13 Act (“CLRA”), Cal. Civ. Code § 1761(d).

14 53. The sale of Defendant’s Products to Plaintiffs and Class members was a
15 “transaction” within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

16 54. The Products purchased by Plaintiffs and Class members are “goods” within the
17 meaning of the CLRA, Cal. Civ. Code § 1761(a).

18 55. As alleged herein, Defendant’s business practices are a violation of the CLRA
19 because Defendant deceptively failed to reveal facts that are material to reasonable consumers.

20 56. Defendant’s ongoing failure to provide material facts about its Products violates
21 the following subsections of Cal. Civ. Code § 1770(a) in these respects:

- 22
- 23 a. Defendant’s acts and practices constitute misrepresentations that its Products have
 - 24 characteristics, benefits, or uses which they do not have;
 - 25 b. Defendant misrepresented that its Products are of a particular standard, quality,
 - 26 and/or grade, when they are of another;
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- 1 c. Defendant’s acts and practices constitute the advertisement of goods, without the
- 2 intent to sell them as advertised;
- 3 d. Defendant’s acts and practices fail to represent that transactions involving its
- 4 Products involve actions that are prohibited by law; and
- 5 e. Defendant’s acts and practices constitute representations that its Products have
- 6 been supplied in accordance with previous representations when they were not.

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8 57. By reason of the foregoing, Plaintiffs and the Class have been irreparably harmed,
9 entitling them to injunctive relief, disgorgement, and restitution.

10 58. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
11 publication of misleading and deceptive nutritional labels on Defendant’s Products and to
12 recover reasonable attorneys’ fees and costs.

13 59. Pursuant to Cal. Civ. Code § 1782(d), Plaintiffs intend to amend their Complaint
14 to add a claim for damages pursuant to the CLRA not less than 30 days after commencement of
15 this action and compliance with relevant notice requirements under Section 1782(a).
16

17 **COUNT 2**
18 **UNJUST ENRICHMENT UNDER CALIFORNIA LAW**

19 60. Plaintiffs reallege the preceding paragraphs as if fully set forth herein and plead
20 this cause of action if necessary in the alternative.

21 61. Defendant, through its marketing and labeling of the Products, misrepresented and
22 deceived consumers regarding the presence of chlormequat in the Products.

23 62. Defendant did so for the purpose of enriching itself and it in fact enriched itself
24 by doing so.

25 63. Consumers conferred a benefit on Defendant by purchasing the Products,
26 including an effective premium above their true value. Defendant appreciated, accepted, and
27 retained the benefit to the detriment of consumers.
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1 64. Defendant continues to possess monies paid by consumers to which Defendant is
2 not entitled.

3 65. Under the circumstances it would be inequitable for Defendant to retain the benefit
4 conferred upon it and Defendant's retention of the benefit violates fundamental principles of
5 justice, equity, and good conscience.

6 66. Plaintiff seeks disgorgement of Defendant's ill-gotten gains and restitution of
7 Defendant's wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed
8 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
9 Defendant's unjust enrichment.

10 67. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
11 a result of Defendant's actions as set forth above.
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14 **COUNT 3**
15 **BREACH OF AN IMPLIED WARRANTY UNDER CALIFORNIA LAW**

16 68. Plaintiffs reallege the preceding paragraphs as if fully set forth herein and plead
17 this cause of action if necessary in the alternative.

18 69. Plaintiffs purchased the consumer goods described herein from Defendant, who
19 at the time was in business of manufacturing and selling consumer goods including the Products.

20 70. The Products were, at the time of Plaintiffs' purchase, not of the same quality as
21 those generally acceptable in the trade; were not fit for the ordinary purposes for which the
22 goods are used; and were not adequately labeled.

23 71. Plaintiffs were harmed by the purchase, as set forth herein, and Defendant's
24 breach of the implied warranty was a substantial factor in causing Plaintiffs' harm.
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26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs respectfully request the Court grant the following relief
28 against Defendant:

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

TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

Respectfully submitted,
/s/ Charles C. Weller
 Charles C. Weller (Cal. SBN: 207034)
 Attorney for Plaintiff

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February 23, 2024

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

Katrina and Benjamin Necaise, individually and on behalf of those similarly situated

(b) County of Residence of First Listed Plaintiff San Marcos, CA (EXCEPT IN U.S. PLAINTIFF CASES)

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

Charles C. Weller, Charles C. Weller APC, 11412 Corley Ct., San Diego, CA 92126, 848.414.7465

DEFENDANTS

General Mills, Inc.

County of Residence of First Listed Defendant Golden Valley, MN (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

24CV0367 TWR VET

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 columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor, 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. section 1332

Brief description of cause: Consumer deception regarding dangerous pesticides in food products

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 2/23/2024 SIGNATURE OF ATTORNEY OF RECORD /s/ Charles C. Weller

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.
- I. **(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.)
- I. **(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.