

KALIELGOLD PLLC
Sophia Goren Gold (SBN 307971)
Jeffrey D. Kaliel (SBN 238293)
Amanda J. Rosenberg (SBN 278507)
490 43rd Street, No. 122
Oakland, California 94609
Telephone: (202) 350-4783
sgold@kalielgold.com
jkaliel@kalielpllc.com
arosenberg@kalielgold.com

Attorneys for Plaintiffs and the Putative Class

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

PATRICIA MYERS and MARYHESPER SANTOS, on behalf of themselves and all others similarly situated,)	Case No.
Plaintiffs,)	CLASS ACTION COMPLAINT
v.)	Jury Trial Demanded
CYBERSOFT TECHNOLOGY, INC.,)	
Defendant.)	

Plaintiffs Patricia Myers and MaryHesper Santos (“Plaintiffs”), on behalf of the putative Class, by their undersigned counsel, and for their Class Action Complaint against Defendant Cybersoft Technology, Inc., allege as follows:

PRELIMINARY STATEMENT

1. This is a proposed class action seeking monetary damages, restitution, and injunctive and declaratory relief from Defendant Cybersoft Technology, Inc. (“Defendant” or “SchoolCafe”), a credit card payment processing company which owns and operates its SchoolCafe program, which is an account platform used by public schools across the countries to pay for school meals.

2. Although federal policy specifies that schools must provide a fee-free option for school lunch payment, SchoolCafe deceptively applies a “Convenience Fee” to all transactions for students’ school lunches, which is either a flat fee or a percentage of the transaction.

3. Over the course of a schoolyear, these so called “Convenience Fees” significantly increase a family’s total spending on school related costs, and disproportionately impact families with lower incomes. Consumer Financial Protection Bureau, *Supervisory Highlights: Junk Fees Update Special Edition, Issue 31, Fall 2023* (Oct. 2023), <https://www.consumerfinance.gov/data-research/research-reports/supervisory-highlights-junk-fees-update-special-edition-issue-31-fall-2023/>, at 15.

4. School lunch payment processors typically charge fees to add money to a student’s school lunch account, which collectively can cost families upwards of \$100 million each year. Ex. A, p. 4. Consumers cannot choose their payment platform. Because contracts are determined at a school-district level, families have no choice over which company they must use to add funds into online student lunch accounts. As a result, it is especially difficult for low-income families to avoid these harmful practices, including those that violate federal consumer protection law. *Id.* at 5.

5. SchoolCafe’s flat fee model specifically disproportionately affects low-income families. The flat fee is the same, regardless of whether the student receives free or reduced price lunches. Additionally, flat transaction fees are also much more expensive for users who make small deposits more frequently, compared to those who can afford to deposit more money less frequently.

6. Worse yet, on information and belief, throughout the entirety of the sign-up process for school lunches, SchoolCafe fails to inform consumers that a fee will be charged. Reasonable consumers like Plaintiffs proceed through check out without ever becoming aware of any additional fees assessed by Defendant.

1 a. the proposed Class is comprised of at least 100 members;
2 § 1332(d)(5)(B)

3 b. at least one member of the proposed class is a citizen of a State other
4 than California, § 1332(d)(2)(A); and

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

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

11 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

12 **A. Overview of School Lunch Payment Programs**

13 22. As digital payments have become increasingly popular, more and more
14 school districts around the country are offering parents and caregivers the ability to pay
15 school-related expenses, including for field trips, athletics, and school lunches, online.

16 23. Families can typically access online payment portals through a link on
17 their school district website, or through the company's own webpage or app.
18 Depending on the district, schools may partner with one payment processor for all
19 electronic payments or may have one platform for school meal payments, for example,
20 and another for other school-related payments.

21 24. School districts contract with third-party payment processing companies
22 with the expectation that they will lower school district processing costs and increase
23 administrative efficiency, accuracy, and security. SchoolCafe is one such third-party
24 payment processing company.

25 **B. Federal Law Prohibits Charging Additional Fees on School Lunches**

26 25. The U.S. Department of Agriculture (USDA) has long established that
27 children participating in school nutrition programs "shall not be charged any additional

1 fees” for the services provided in conjunction with the delivery of school lunch benefits
2 because “by charging fees in addition to the regular reduced price or paid meal charge,
3 a school is limiting access to the program and imposing an additional criterion for
4 participation.” FNS Instruction 782-6 Rev. 1, Fees for Lunchroom Services (U.S.D.A.
5 2010), <https://www.fns.usda.gov/cn/fees-lunchroom-services>.

6 26. While federal law allows for the use of online payment systems, it
7 provides that schools must also provide other payment options like payment by cash or
8 check. U.S. Department of Agriculture, Food and Nutrition Service, *Memo SP23-2017:*
9 *Unpaid Meal Charges: Guidance and Q&A*, (March 23, 2017),
10 <https://www.fns.usda.gov/cn/unpaid-meal-charges-guidance-qas>.

11 27. While USDA guidance requires that families are notified about available
12 payment methods and associated fees, many school districts do not publish information
13 related to fees on their websites. *Id.*

14 28. The USDA has a policy explicitly allowing school districts to cover
15 transaction fees on families’ behalf using the funds in their nonprofit school food
16 service account. USDA policy memoranda. *See* U.S. Department of Agriculture, Food
17 and Nutrition Service, *Memo SP02-2015: Online Fees in the School Meal Programs*,
18 (Oct. 8, 2014), <https://www.fns.usda.gov/cn/online-fees-school-meal-programs>; U.S.
19 Department of Agriculture, Food and Nutrition Service, *Memo SP23-2017: Unpaid*
20 *Meal Charges: Guidance and Q&A*, (March 23, 2017),
21 <https://www.fns.usda.gov/cn/unpaid-meal-charges-guidance-qas>. However, the vast
22 majority of school districts pass this fee on to consumers. Ex. A, p. 12.

23 **C. SchoolCafe’s Convenience Fee Scheme**

24 29. The contract between SchoolCafe and the school district states that a
25 Convenience Fee will apply to all purchases for school lunches made on SchoolCafe’s
26 website. The school district can elect either a flat transaction fee ranging from \$1.95-
27 \$2.95 or a percentage fee, which can be as high as 5% of the transaction.

1 30. However, as public schools struggle with already low funding, these
2 transaction fees are more commonly paid in part or full by families themselves. Ex. A,
3 p. 12. SchoolCafe knows that most public schools pass this fee on to families and elects
4 to take advantage of unsuspecting low income families.

5 31. The so-called Convenience Fee is not disclosed throughout the school
6 lunch registration process. In fact, on information and belief, SchoolCafe does not
7 disclose the Convenience Fee until the very last step in the purchase – after the
8 consumer has already gone through several steps to commit to the purchase of school
9 lunches.

10 32. To make matters worse, even at the point of purchase, SchoolCafe still
11 does not disclose the purpose of the Convenience Fee. That is, of course, because the
12 Convenience Fee has no real purpose, and is not actually a fee for any service, where
13 the school district itself is paying for use of SchoolCafe software. Instead, the
14 Convenience Fee is a pure profit-generator.

15 33. Thus, by the time consumers are confronted with a total price that includes
16 the added Convenience Fee, consumers have already taken several steps to commit to
17 the transaction including creating account, inputting personal information about their
18 children, inputting lunch and allergy specifications, and deciding how much money to
19 deposit into the child’s account.

20 34. Worse yet, SchoolCafe further abuses its discretion by granting itself the
21 ability set the Convenience Fee “solely at the discretion of SchoolCafe and can be
22 changed at any time without notice.” *See* SchoolCafe, Terms of Service, (accessed
23 Aug. 2024), <https://www.schoolcafe.com/>.

24 35. The “Convenience Fee” is never reasonably disclosed to consumers until
25 it shows up as a line item in their shopping cart—after the purchase process is largely
26 complete. This process fails to provide an adequate advance warning to customers that
27 a Convenience Fee will be imposed on their purchases.

36. Many consumers do not notice that a Convenience Fee is being added to their order. Others believe that they have no choice but to pay this Convenience Fee, even though federal law mandates that consumers are given another way, without fees, to pay for school lunches. And others still notice the previously undisclosed Convenience Fee, but decide to go through with the purchase anyway: they have already invested substantial time and effort inputting their information into the Defendant's system. So, it doesn't make sense to start over and research whether there may be some other way to pay, or perhaps face the obstacles in front of many low-income families involving transportation to a physical office to pay. So, there is no incentive to reverse course and attempt another way to pay—there is only an incentive to pay the Convenience Fee, be done with it, and avoid the burden of finding another way to pay. The deceptive checkout practice has done its job and diverted the sale to Defendant.

37. In any of these situations, the result is the same: a consumer who otherwise would have found a way to pay without paying the Convenience Fees, ends up paying the Convenience Fee to Defendant instead. Defendant profits; Plaintiffs and the class lose profits.

D. The Convenience Fee is a Junk Fee That Violates Federal Guidance

38. SchoolCafe's Convenience Fee is precisely the type of "Junk Fee" that has come under government scrutiny in recent years:

Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system.

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The White House, The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition, March 5, 2024, available at

1 [https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)
2 [how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)

3 39. As the Federal Trade Commission said recently in its effort to combat
4 Junk Fees,

5 [M]any consumers said that sellers often do not advertise the total amount
6 they will have to pay, and disclose fees only after they are well into
7 completing the transaction. They also said that sellers often misrepresent
8 or do not adequately disclose the nature or purpose of certain fees, leaving
9 consumers wondering what they are paying for or if they are getting
10 anything at all for the fee charged.

11 Federal Trade Commission, FTC Proposes Rule to Ban Junk Fees – Proposed rule
12 would prohibit hidden and falsely advertised fees, , October 11, 2023, available at
13 [https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees)
14 [junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

15 40. In its own effort to combat junk fees, the State of New York recently
16 passed N.Y. Arts & Cult. Aff. Law § 25.07 concerning fees associated with tickets to
17 sports and concerts. Under that law, “[t]he price of the ticket shall not increase during
18 the purchase process, excluding reasonable fees for the delivery of non-electronic
19 tickets based on the delivery method selected by the purchaser, which shall be disclosed
20 prior to accepting payment therefor.” N.Y. Arts & Cult. Aff. Law § 25.07(4).
21 Accordingly, if the consumer selects to purchase a ticket electronically, at the start of
22 the transaction, the total ticket price shall not increase during the period it takes the
23 consumer to purchase the ticket (e.g., finish the online transaction). The “All-In Price”
24 must be disclosed to the consumer before the consumer selects the ticket for purchase.
25 Similarly, here, the “All-In Price” should have been displayed to the consumer
26 throughout the enrollment process.

27 41. Just this month, California expanded its Consumer Legal Remedies Act
28 (“CLRA”) was amended to make illegal “drip pricing,” which involves advertising a
price that is less than the actual price that a consumer will have to pay for a good or

1 service. California Civil Code Section 1770(a)(29). Under the new California law, it is
2 now illegal to advertise a low price for a product, only for that product to be subject to
3 additional or mandatory fees later.

4 42. In its 2013 publication “.com Disclosures: How to Make Effective
5 Disclosures in Digital Advertising, the FTC makes clear that when advertising and
6 selling are combined on a website, and the consumer will be completing the transaction
7 online, the disclosures should be provided before the consumer makes the decision to
8 buy – for example, before the consumer “add[s] to shopping cart.” See Fed. Trade
9 Comm’n, .com Disclosures: How to Make Effective Disclosures in Digital Advertising
10 at ii, 14 (Mar. 2013), available at
11 [https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf)
12 [online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf).

13 43. Defendant violates federal guidance by adding the Convenience Fee as a
14 line item well after the consumer “add[s] to shopping cart”, and by failing to disclose
15 the nature of the Convenience Fee and whether consumers are getting any benefit at all
16 from the fee charged. Worse yet, there is no actual “processing” performed where the
17 school district itself pay for SchoolCafe’s service.

18 44. The Convenience Fee provides no additional value to consumers not
19 already paid for by the school district.

20 45. The Convenience Fee itself is a sham, a classic “junk fee.” The
21 convenience provided by SchoolCafe, which is signing up for and managing school
22 lunch payments, is a service that the school districts are already paying Defendant for.
23 There is no additional “convenience” provided to parents or guardians who use the
24 service. The Convenience Fee is merely a second payment—in the form of a junk fee—
25 for the service for which that the school districts are already paying.

26 46. Consumers are unaware that they have another choice in paying for school
27 lunches under federal law and believe that they *must* use SchoolCafe’s service to

1 purchase school lunches. SchoolCafe does not share this information with consumers,
2 and thus prohibits parents or guardians from signing up in alternative manners that
3 would allow them to avoid paying the Convenience Fee. Through such agreements,
4 SchoolCafe acquires a captive audience of families who have been made to believe that
5 they have no choice but to use their services.

6 47. Defendant imposes undisclosed, deceptive, and unfair junk fees on
7 families who are coerced into believing that they have no choice but to pay them. By
8 this conduct, SchoolCafe has engineered a “pay junk fees to play” scheme. Parents
9 believe that their child will not be able to eat a school lunch unless they pay the junk
10 fee unilaterally set by Defendant with zero relationship to the service actually being
11 provided.

12 **E. Plaintiff Myers’ Experience**

13 48. On or about August 12, 2024, Plaintiff Myers deposited \$20 for school
14 lunches into her child’s SchoolCafe account.

15 49. At the time she deposited money into her child’s school lunch account,
16 the Convenience Fee was hidden and not displayed until the ordering process was
17 substantially complete. The Convenience Fee amounted to \$2.25, increasing the total
18 price to \$22.25.

19 50. Plaintiff Myers did not notice that Defendant had increased the price of
20 the transaction at the last minute.

21 51. Had Defendant disclosed the Convenience Fee at an earlier time in the
22 enrollment process, disclosed the nature of the Convenience Fee, and disclosed that
23 under federal law Plaintiff Myers has the right to pay for school lunches without
24 incurring fees, Plaintiff Myers may have made a different choice with respect to
25 whether to use SchoolCafe to purchase school lunches.

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27 ///

F. Plaintiffs Santos' Experience

52. On or about May 31, 2024, Plaintiff Santos deposited \$20 for school lunches into her children's SchoolCafe account.

53. At the time she deposited money into her children's school lunch account, the Convenience Fee was hidden and not displayed until the ordering process was substantially complete. The Convenience Fee amounted to \$2.25, increasing the total price to \$22.25.

54. Plaintiff Santos did not notice that Defendant had increased the price of the transaction at the last minute.

55. Had Defendant disclosed the Convenience Fee at an earlier time in the enrollment process, disclosed the nature of the Convenience Fee, and disclosed that under federal law Plaintiff Santos has the right to pay for school lunches without incurring fees, Plaintiff Santos may have made a different choice with respect to whether to use SchoolCafe to purchase school lunches.

CLASS ALLEGATIONS

56. Plaintiffs bring this action on behalf of themselves 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 persons who, during the applicable statute of limitations, were charged a Convenience Fee by Defendant.

57. Plaintiffs also bring alternative state subclasses on behalf of California and New Jersey residents.

58. The Nationwide Classes and alternative state subclass defined above are collectively referred to herein as the "Classes." Plaintiffs reserve the right to modify or amend the definitions of the proposed Classes before the Court determines whether certification is appropriate.

1 59. Excluded from the Classes are Defendant, its consumers, subsidiaries,
2 affiliates, officers and directors, any entity in which Defendant has a controlling
3 interest, all personal accountholders who make a timely election to be excluded,
4 governmental entities, and all judges assigned to hear any aspect of this litigation, as
5 well as their immediate family members.

6 60. The members of the Classes are so numerous that joinder is impractical.
7 The Classes consist of at least thousands of members, the identity of whom is within
8 the knowledge of, and can be ascertained only by resort to, Defendant's records.

9 61. The claims of the representative Plaintiffs are typical of the claims of the
10 Classes he seeks to represent in that the representative Plaintiffs, like all members of
11 the Classes, were charged improper and deceptive fees as alleged herein. The
12 representative Plaintiffs, like all members of the Classes, were damaged by
13 Defendant's misconduct in that they were charged hidden Convenience Fees.
14 Furthermore, the factual basis of Defendant's misconduct is common to all members
15 of the Classes and represents a common thread of unfair and unconscionable conduct
16 resulting in injury to all members of the Classes. And Defendant has no unique defenses
17 that would apply to Plaintiffs and not the Classes.

18 62. There are numerous questions of law and fact common to the Classes and
19 those common questions predominate over any questions affecting only individual
20 members of the Classes.

21 63. The questions of law and fact common to the Classes include, but are not
22 limited to, the following:

- 23 a. Whether Defendant's assessment of Convenience Fees was unfair,
24 deceptive, or misleading;
- 25 b. Whether Defendant's assessment of Convenience Fees breached the
26 contract;
- 27 c. The proper method or methods by which to measure damages and/or

1 restitution and/or disgorgement; and

2 d. Whether Plaintiffs and the Classes are entitled to declaratory and
3 injunctive relief and the nature of that relief.

4 64. Plaintiffs' claims are typical of the claims of other members of the
5 Classes, in that they arise out of the same wrongful Convenience Fee policies and
6 practices. Plaintiffs have suffered the harm alleged and has no interests antagonistic to
7 the interests of any other member of the Classes.

8 65. Plaintiffs are committed to the vigorous prosecution of this action and
9 have retained competent counsel experienced in the prosecution of class actions and,
10 in particular, consumer class actions against financial institutions. Accordingly,
11 Plaintiffs are adequate representatives and will fairly and adequately protect the
12 interests of the Classes.

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

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

1 court.

2 68. Plaintiffs know of no difficulty to be encountered in the maintenance of
3 this action that would preclude its treatment as a class action.

4 69. Defendant has acted or refused to act on grounds generally applicable to
5 each of the Classes, thereby making appropriate final injunctive relief or corresponding
6 declaratory relief with respect to each Classes as a whole.

7 70. All conditions precedent to bringing this action have been satisfied and/or
8 waived.

9 **CAUSES OF ACTION**

10 **FIRST CLAIM FOR RELIEF**

11 **Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing
(On Behalf of Plaintiffs and the Class)**

12 71. Plaintiffs incorporate the preceding allegations by reference as if fully set
13 forth herein.

14 72. Plaintiffs and Defendant have contracted for school lunch processing
15 services.

16 73. Defendant mischaracterized in the contract its true fee practices and
17 breached the terms of the contract.

18 74. Under California law, the covenant of good faith and fair dealing is an
19 implied promise contained in every contract that neither party shall do anything which
20 will have the effect of destroying or injuring the right of the other party to receive the
21 fruits of the contract. Good faith is also mandated by the Uniform Commercial Code
22 (“UCC”), which covers banking transactions.

23 75. Good faith and fair dealing, in connection with executing contracts and
24 discharging performance and other duties according to their terms, means preserving
25 the spirit—not merely the letter—of the bargain. Put differently, the parties to a
26 contract are mutually obligated to comply with the substance of their contract in
27

1 addition to its form. Evading the spirit of the bargain and abusing the power to specify
2 terms constitute examples of bad faith in the performance of contracts.

3 76. Subterfuge and evasion violate the obligation of good faith in performance
4 even when an actor believes their conduct to be justified. A lack of good faith may be
5 overt or may consist of inaction, and fair dealing may require more than honesty.
6 Examples of violations of good faith and fair dealing are willful rendering of imperfect
7 performance, abuse of a power to specify terms, and interference with or failure to
8 cooperate in the other party's performance.

9 77. Defendant has breached the covenant of good faith and fair dealing
10 through its Convenience Fee policies and practices as alleged herein.

11 78. Defendant harms consumers by abusing its contractual discretion in a
12 number of ways that no reasonable customer could anticipate.

13 79. Plaintiffs and members of the Class have performed all, or substantially
14 all, of the obligations imposed on them by the contract.

15 80. Plaintiffs and members of the Class have sustained damages as a result of
16 Defendant's breach of the contract and breach of the covenant of good faith and fair
17 dealing.

18 **SECOND CLAIM FOR RELIEF**
19 **Unjust Enrichment**
(On behalf of Plaintiffs and the Class)

20 81. The preceding allegations are incorporated by reference.

21 82. To the detriment of Plaintiffs and the Class, Defendant has been, and
22 continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

23 83. Plaintiffs and the Class conferred a benefit on Defendant when they paid
24 Defendant the Convenience Fee, which they did not agree to and could not reasonably
25 avoid.

26 84. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said
27 benefits, which under the circumstances, would be unjust to allow Defendant to retain.

85. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

86. Plaintiffs and the Class, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

THIRD CLAIM FOR RELIEF
Violation of the Texas Deceptive Trade Practices
(On Behalf of Plaintiffs and the Class)

87. The preceding allegations are incorporated by reference and re-alleged as if fully set forth herein.

88. Plaintiffs is a "consumer" as defined in the DTPA.

89. Defendant violated the following provisions of the DTPA;

a. §17.50(1): the use or employment of a false, misleading, or deceptive acts or practices as defined in §17.46(b)(5), §17.46(b)(7), §17.46(b)(12), §17.46(b)(20), and §17.46(b)(24) of the DTPA that were detrimentally relied upon by Plaintiffs;

b. §17.50(3): an unconscionable action or course of action as defined by §17.45(5).

90. Plaintiffs further contends that Defendant's violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA.

91. This conduct was a producing and/or proximate cause of actual damages to Plaintiffs, as set forth herein.

92. Pursuant to Tex. Bus. & Com. Code § 17.505, Plaintiffs' counsel notified Defendant in writing by certified mail of the particular violations of the DTPA and demanded that it both rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to act. If Defendant fails to respond to Plaintiffs' letter or fails to agree to rectify the problems associated with

1 the actions detailed above and give notice to all affected consumers within sixty days
2 of the date of written notice, as proscribed by section 17.505, Plaintiffs will move to
3 amend her Complaint to pursue claims for actual, punitive, and statutory damages, as
4 appropriate, against Defendant. However, as to this cause of action, at this time,
5 Plaintiffs seek only injunctive relief.

6
7 **FOURTH CLAIM FOR RELIEF**
8 **Violation of California's Unfair Competition Law**
9 **(Cal. Bus. & Prof. Code § 17200, et seq.)**
10 **(On Behalf of Plaintiff Myers and the California Subclass)**

11 93. Plaintiff Myers hereby incorporates by reference the preceding
12 paragraphs.

13 94. Defendant's conduct described herein violates the Unfair Competition
14 Law ("UCL"), codified at California Business and Professions Code section 17200, *et*
15 *seq.*

16 95. The UCL prohibits, and provides civil remedies for, unfair competition.
17 Its purpose is to protect both consumers and competitors by promoting fair competition
18 in commercial markets for goods and services. In service of that purpose, the
19 Legislature framed the UCL's substantive provisions in broad, sweeping language.

20 96. The UCL imposes strict liability. Plaintiff Myers need not prove that
21 Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent
22 business practices—but only that such practices occurred.

23 97. A business act or practice is "unfair" under the UCL if it offends an
24 established public policy or is immoral, unethical, oppressive, unscrupulous, or
25 substantially injurious to consumers, and that unfairness is determined by weighing the
26 reasons, justifications, and motives of the practice against the gravity of the harm to
27 the alleged victims.

28 98. A business act or practice is "fraudulent" under the UCL if it is likely to
deceive members of the public.

1 99. A business act or practice is “unlawful” under the UCL if it violates any
2 other law or regulation.

3 100. Defendant committed unfair and fraudulent business acts and practices in
4 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly
5 misrepresenting that the presence and nature of its Convenience Fees.

6 101. Defendant’s acts and practices offend an established public policy of
7 truthful advertising in the marketplace, and constitute immoral, unethical, oppressive,
8 and unscrupulous activities that are substantially injurious to consumers.

9 102. The harm to Plaintiff Myers and the California Subclass outweighs the
10 utility of Defendant’s practices. There were reasonably available alternatives to further
11 Defendant’s legitimate business interests, other than the misleading and deceptive
12 conduct described herein.

13 103. Defendant’s conduct also constitutes an “unlawful” act under the UCL
14 because it also constitutes a violation of sections 1770(a)(5) and (a)(9) of the California
15 Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code section 1750, *et seq.*

16 104. Defendant’s business practices have misled Plaintiff Myers and the
17 proposed California Subclass and, unless enjoined, will continue to mislead them in
18 the future.

19 105. Plaintiff Myers relied on Defendant’s misrepresentations in making her
20 purchase.

21 106. By falsely marketing its school lunch purchase practices and Plaintiff
22 Myers’ right to avoid fees under federal law, Defendant deceived Plaintiff Myers and
23 California Subclass members into making purchases they otherwise would not make.

24 107. As a direct and proximate result of Defendant’s unfair, fraudulent, and
25 unlawful practices, Plaintiff Myers and California Subclass members suffered and will
26 continue to suffer actual damages. Defendant’s fraudulent conduct is ongoing and
27 presents a continuing threat to Plaintiff Myers and California Subclass members that

1 they will be deceived. Plaintiff Myers desire to conduct further business with
2 Defendant but cannot rely on Defendant's representations unless an injunction is
3 issued.

4 108. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has
5 been unjustly enriched and should be required to disgorge its unjust profits and make
6 restitution to Plaintiff Myers and California Subclass members pursuant to Cal. Bus. &
7 Prof. Code § 17203 and 17204.

8 109. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff
9 Myers and the members of the California Subclass, on behalf of the general public,
10 seek an order of this Court enjoining Defendant from continuing to engage, use, or
11 employ their unfair, unlawful, and fraudulent practices.

12 110. Plaintiff Myers has no adequate remedy at law in part because
13 Defendant's conduct is continuing. Plaintiff Myers therefore seeks an injunction on
14 behalf of the general public to prevent Defendant from continuing to engage in the
15 deceptive and misleading practices described herein.

16
17 **FIFTH CLAIM FOR RELIEF**
False and Misleading Advertising
(Bus. & Prof. Code §§ 17500, et seq.)
18 **(On Behalf of Plaintiff Myers and the California Subclass)**

19 111. Plaintiff Myers hereby incorporates by reference the preceding paragraphs
20 if fully restated here.

21 112. California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code
22 section 17500, states that "[i]t is unlawful for any . . . corporation . . . with intent . . . to
23 dispose of . . . personal property . . . to induce the public to enter into any obligation
24 relating thereto, to make or disseminate or cause to be made or disseminated . . . from
25 this state before the public in any state, in any newspaper or other publication, or any
26 advertising device, or by public outcry or proclamation, or in any other manner or
27 means whatever, including over the Internet, any statement . . . which is untrue or

1 misleading and which is known, or which by the exercise of reasonable care should be
2 known, to be untrue or misleading”

3 113. Defendant’s material misrepresentations and omissions alleged herein
4 violate Business and Professions Code section 17500.

5 114. Defendant knew or should have known that its misrepresentations and
6 omissions were false, deceptive, and misleading.

7 115. Pursuant to Business and Professions Code sections 17203 and 17500,
8 Plaintiff Myers and the members of the California subclass, on behalf of the general
9 public, seek an order of this Court enjoining Defendant from continuing to engage, use,
10 or employ their deceptive practices.

11 116. Further, Plaintiff Myers requests an order awarding Plaintiff Myers and
12 California subclass members restitution of the money wrongfully acquired by
13 Defendant by means of said misrepresentations.

14 117. Additionally, Plaintiff Myers and the California subclass members seek
15 an order requiring Defendant to pay attorneys’ fees pursuant to California Civil Code
16 section 1021.5.

17
18 **SIXTH CLAIM FOR RELIEF**
19 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**
20 **(Cal. Civ. Code § 1750, *et seq.*)**
21 **(On Behalf of Plaintiff Myers and the California Subclass)**

22 118. Plaintiff Myers incorporates the preceding allegations by reference as if
23 fully set forth herein.

24 119. Defendant violated and continues to violate the CLRA by engaging in the
25 following practices proscribed by California Civil Code § 1770(a) in transactions with
26 Plaintiff Myers and the Class which were intended to result in, and did result in, the
27 sale of school lunches:

28 a. “Misrepresenting the affiliation, connection, or association with, or
certification by, another” (a)(3);

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

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

d. “Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law” (a)(14)

e. “Advertising that a product is being offered at a specific price plus a specific percentage of that price unless (A) the total price is set forth in the advertisement, which may include, but is not limited to, shelf tags, displays, and media advertising, in a size larger than any other price in that advertisement, and (B) the specific price plus a specific percentage of that price represents a markup from the seller's costs or from the wholesale price of the product” (a)(20); and

f. “Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges” (a)(29).

120. Specifically, Defendant advertises, displays, and offers to customers that they will pay one price throughout the school lunch sign up process, but this is false because Defendant applies an “Convenience Fees” at the very end of the registration process, and fails to advise consumers that they have a federally protected right to not pay such fees.

121. At no time does Defendant disclose the true nature of its Convenience Fee; instead, it repeatedly conceals and misrepresents this material information at several steps of the transaction process.

122. Pursuant to § 1782(a) of the CLRA, Plaintiff Myers’ counsel notified Defendant in writing by certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above

1 and give notice to all affected consumers of Defendant's intent to act. If Defendant fails
2 to respond to Plaintiff Myers' letter or agree to rectify the problems associated with the
3 actions detailed above and give notice to all affected consumers within 30 days of the
4 date of written notice, as proscribed by §1782, Plaintiff Myers will move to amend his
5 Complaint to pursue claims for actual, punitive and statutory damages, as appropriate
6 against Defendant. As to this cause of action, at this time, Plaintiff Myers seeks only
7 injunctive relief.

8 **FIFTH CLAIM FOR RELIEF**
9 **Violation of New Jersey's Consumer Fraud Act ("NJCFA")**
10 **(On behalf Plaintiff Santos and the New Jersey Subclass)**

11 123. Plaintiff Santos repeats and re-alleges the above allegations as if fully set
12 forth herein.

13 124. This count is brought pursuant to the New Jersey Consumer Fraud Act
14 ("NJCFA"), N.J.S.A. §§ 56:8-1 *et seq.*

15 125. The NJCFA protects consumers from any "unconscionable commercial
16 practice, deception, fraud, false pretense, false promise, misrepresentation, or the
17 knowing, concealment, suppression, or omission, in connection with the sale or
18 advertisement of any merchandise..." N.J.S.A. § 56:8-2.

19 126. Defendant's school lunch purchasing service constitutes "merchandise"
20 within the definition of the NJCFA. § 56:8-1(c).

21 127. As described herein, Defendant violated the NJCFA by knowingly and
22 fraudulently deceiving consumers into paying unnecessary and unwanted Convenience
23 Fees.

24 128. Defendant's assessment of Convenience Fees as described herein
25 constitutes an unconscionable commercial practice under the NJCFA.

26 129. As a direct and proximate result of Defendant's deceptive and
27 unconscionable acts and practices, Plaintiff Santos and the New Jersey Subclass were
28 harmed and suffered ascertainable loss in that they were charged unnecessary

1 Convenience Fees without any meaningful choice to opt out. Accordingly, they have
2 suffered and will continue to suffer actual damages.

3 130. Plaintiff Santos and the New Jersey Subclass are entitled to relief
4 including, but not limited to, actual damages, injunctive relief, and attorneys' fees and
5 costs.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs and the members of the Class seek an Order:

8 A. Certifying the proposed Class pursuant to Rule 23;

9 B. Declaring that Defendant is financially responsible for notifying the Class
10 members of the pendency of this suit;

11 C. Declaring the Defendant has committed the violations of law alleged
12 herein;

13 D. Providing for any and all injunctive relief the Court deems appropriate;

14 E. Awarding statutory damages in the maximum amount for which the law
15 provides;

16 F. Awarding monetary damages, including but not limited to any
17 compensatory, incidental, or consequential damages in an amount that the Court or jury
18 will determine, in accordance with applicable law;

19 G. Providing for any and all equitable monetary relief the Court deems
20 appropriate;

21 H. Awarding punitive or exemplary damages in accordance with proof and
22 in an amount consistent with applicable precedent;

23 I. Awarding Plaintiff Myers their reasonable costs and expenses of suit,
24 including attorneys' fees;

25 J. Awarding pre- and post-judgment interest to the extent the law allows;
26 and

27 ///

1 K. Providing such further relief as this Court may deem just and proper.

2

3 Dated: August 26, 2024

Respectfully submitted,

4

KALIELGOLD PLLC

5

6

By: /s/ Jeffrey D. Kalief

7

Jeffrey D. Kalief

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Sophia G. Gold

9

Amanda J. Rosenberg

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Attorneys for Plaintiffs and the Proposed Class

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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.) <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> 1. U.S. Government Plaintiff</div><div><input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> 2. U.S. Government Defendant</div><div><input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)</div></div>	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table border="1" style="width:100%"><thead><tr><th></th><th>PTF</th><th>DEF</th><th></th><th>PTF</th><th>DEF</th></tr></thead><tbody><tr><td>Citizen of This State</td><td><input type="checkbox"/> 1</td><td><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td><input type="checkbox"/> 4</td><td><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td><input type="checkbox"/> 5</td><td><input type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td>Foreign Nation</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></tbody></table>		PTF	DEF		PTF	DEF	Citizen of This State	<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"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> 1. Original Proceeding</div><div><input type="checkbox"/> 2. Removed from State Court</div><div><input type="checkbox"/> 3. Remanded from Appellate Court</div><div><input type="checkbox"/> 4. Reinstated or Reopened</div><div><input type="checkbox"/> 5. Transferred from Another District (Specify) _____</div><div><input type="checkbox"/> 6. Multidistrict Litigation - Transfer</div><div><input type="checkbox"/> 8. Multidistrict Litigation - Direct File</div></div>

V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.)
CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input type="checkbox"/> 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"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA) SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY:

Case Number:

**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
CIVIL COVER SHEET**

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): _____

If yes, you must file a Notice of Related Cases. See Local Rule 83-1.3.

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. STATEWIDE OR NATIONWIDE RELIEF: Does this case seek to bar or mandate enforcement of a state or federal law and seek declaratory or injunctive relief on a statewide or nationwide basis?

☐ NO

☐ YES

If yes, see Local Rule 83-11 for additional requirements.

**XI. 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))