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

ERIKA RAMOS, KIMBERLEY HENLEY, and JESSICA RAMIREZ, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

EYEBUYDIRECT, INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

Plaintiffs Erika Ramos, Kimberley Henley, and Jessica Ramirez (“Plaintiffs”), on behalf of the putative Class, by their undersigned counsel, and for their Class Action Complaint against Defendant EyeBuyDirect, Inc., allege as follows:

**PRELIMINARY STATEMENT**

1. This is a proposed class action seeking monetary damages, restitution, and public injunctive and declaratory relief from Defendant EyeBuyDirect, Inc.

1 (“Defendant” or “EyeBuyDirect”) arising from its deceptive and untruthful promises  
2 to provide “free shipping” on clothing merchandise orders placed on its website.

3 2. When consumers browse products on EyeBuyDirect’s website,  
4 EyeBuyDirect prominently advertises “Free Shipping” on purchases exceeding a  
5 certain amount. However, that marketing representation is false because EyeBuyDirect  
6 surreptitiously adds a so-called “Shipping Insurance” to every online order.

7 3. The deceptive addition of the “Shipping Insurance” renders  
8 EyeBuyDirect’s promise of FREE or a flat, low-cost shipping false.

9 4. Thousands of EyeBuyDirect customers like Plaintiffs have been assessed  
10 hidden shipping charges for which they did not bargain.

11 5. Consumers like Plaintiffs reasonably understand EyeBuyDirect’s express  
12 FREE or flat, low-cost shipping representation to disclose the total additional cost they  
13 will pay to have their merchandise delivered.

14 6. By unfairly obscuring its true shipping costs, EyeBuyDirect deceives  
15 consumers and gains an unfair upper hand on competitors that fairly disclose their true  
16 shipping charges. To wit, other major e-commerce sites do not assess “Shipping  
17 Insurance” in addition to a shipping charge—for the simple reason that ensuring a  
18 package’s arrival is an inextricable aspect of “shipping.”

19 7. Plaintiffs seek damages and, among other remedies, public injunctive  
20 relief that fairly allows consumers to decide whether they will pay EyeBuyDirect’s  
21 shipping costs.

22 **PARTIES**

23 8. Plaintiff Erika Ramos is a resident and a citizen of Santa Ana, California.

24 9. Plaintiff Kimberley Henley is a resident and citizen of Maple Valley,  
25 Washington.

26 10. Plaintiff Jessica Ramirez is a resident and citizen of Tifton, Georgia

27 11. Defendant EyeBuyDirect is an online retailer for eyewear including  
28 prescription and nonprescription glasses headquartered in Austin, Texas.

1 **JURISDICTION AND VENUE**

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

5 a. the proposed Class is comprised of at least 100 members; §  
6 1332(d)(5)(B)

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

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

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

15 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

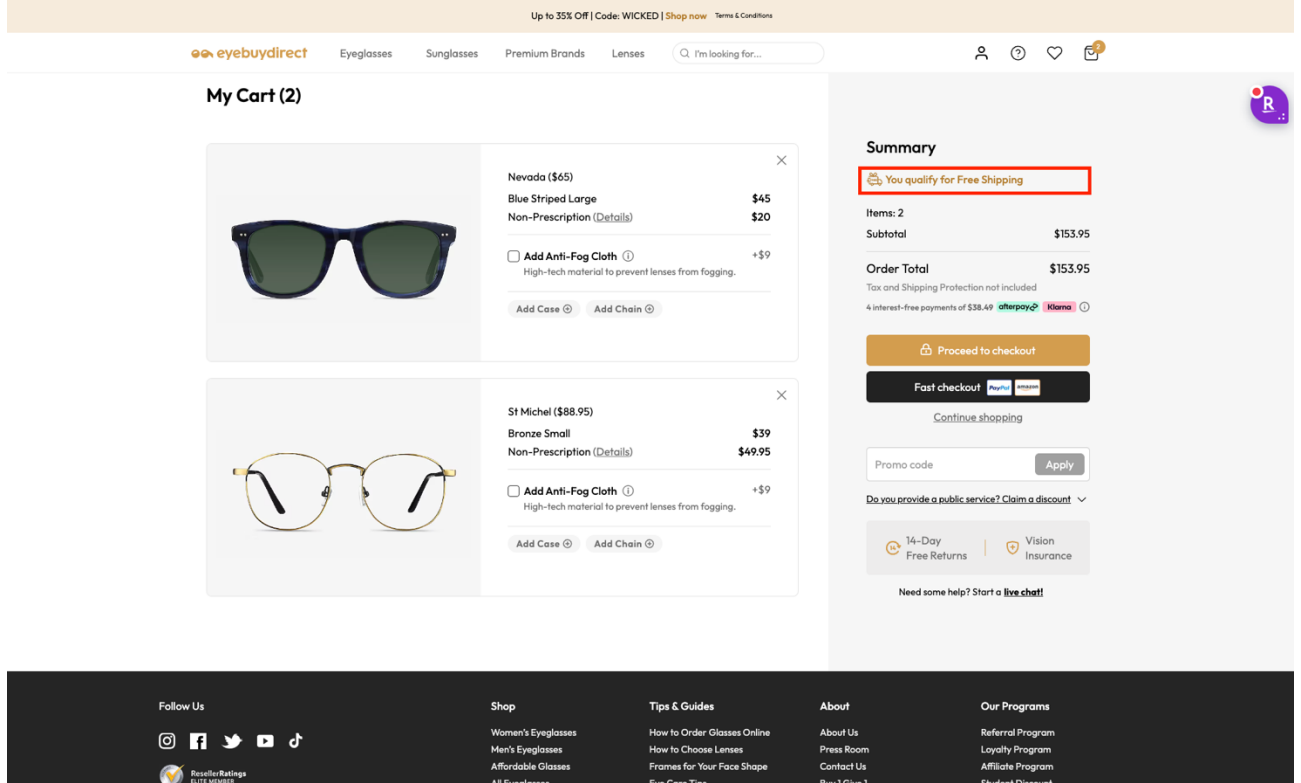
16 **A. EyeBuyDirect Prominently and Plainly Promises FREE SHIPPING or Flat,**  
17 **Low-Cost Shipping on Its Website**

18 14. EyeBuyDirect is an online-only retailer of prescription and  
19 nonprescription eyewear headquartered in Austin, Texas. It is a subsidiary of  
20 EssilorLuxottica.

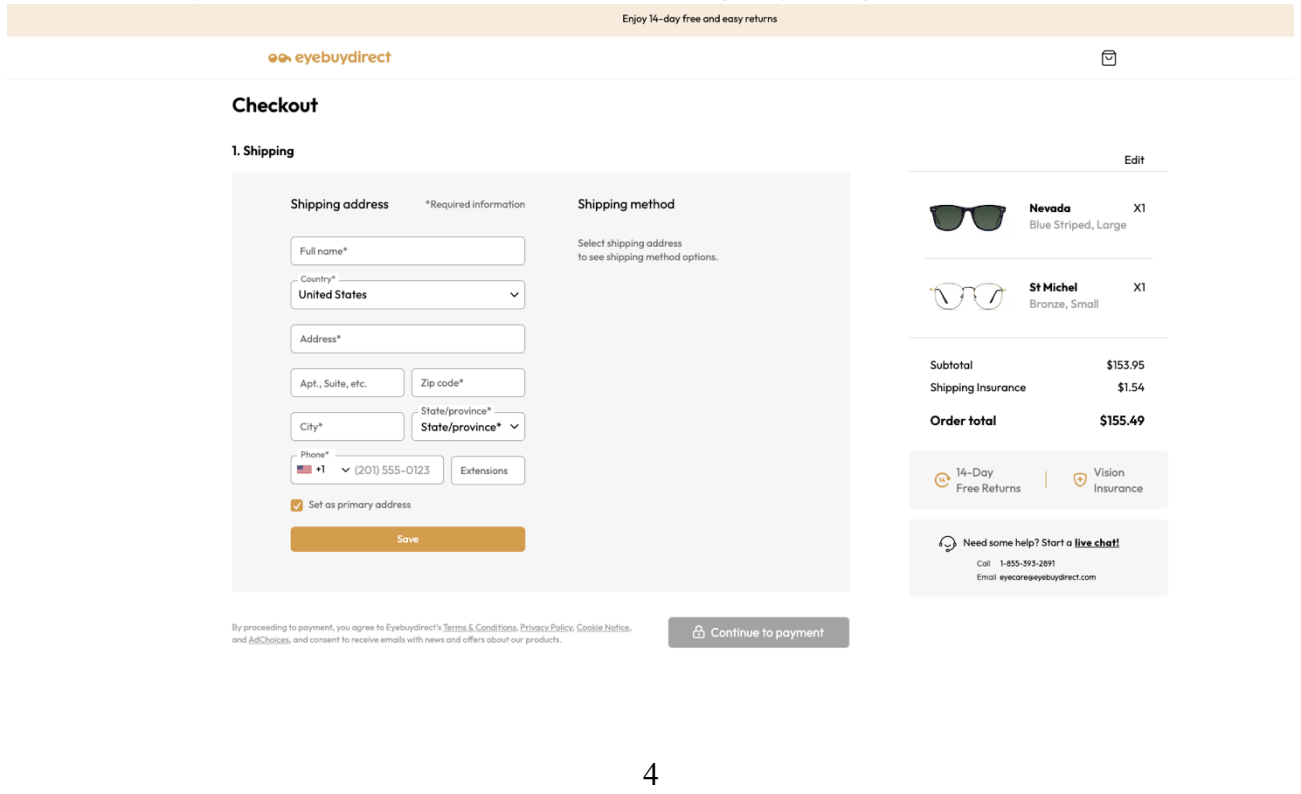
21 15. EyeBuyDirect prominently features FREE SHIPPING or (on other orders)  
22 flat, low-cost shipping promises on its website. Such representations are made  
23 throughout its website, including on the pages of the multi-step purchase.

24 16. Such representations never carry a disclaimer or other warning that FREE  
25 SHIPPING does not actually mean “free shipping.”

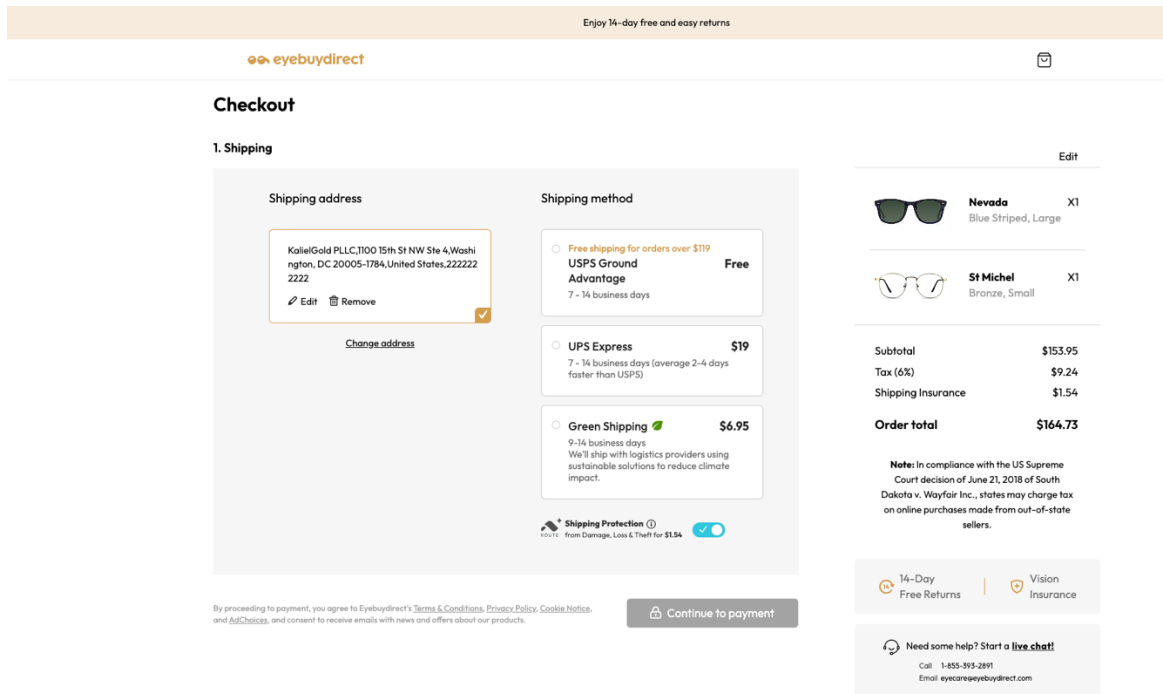
26 17. In the Shopping Cart, which is the first page of the checkout screenflow,  
27 the customer is informed that orders over a certain amount are entitled to Free Shipping.  
28 The total price displayed reflects the same:



19. On the second page of the checkout screenflow, after the consumer clicks the large beige “PROCEED TO CHECKOUT” button, the consumer is taken to another page where a “Shipping Insurance” fee that amounts to a portion of the transaction is automatically added without the consumer doing anything at all to add the fee.



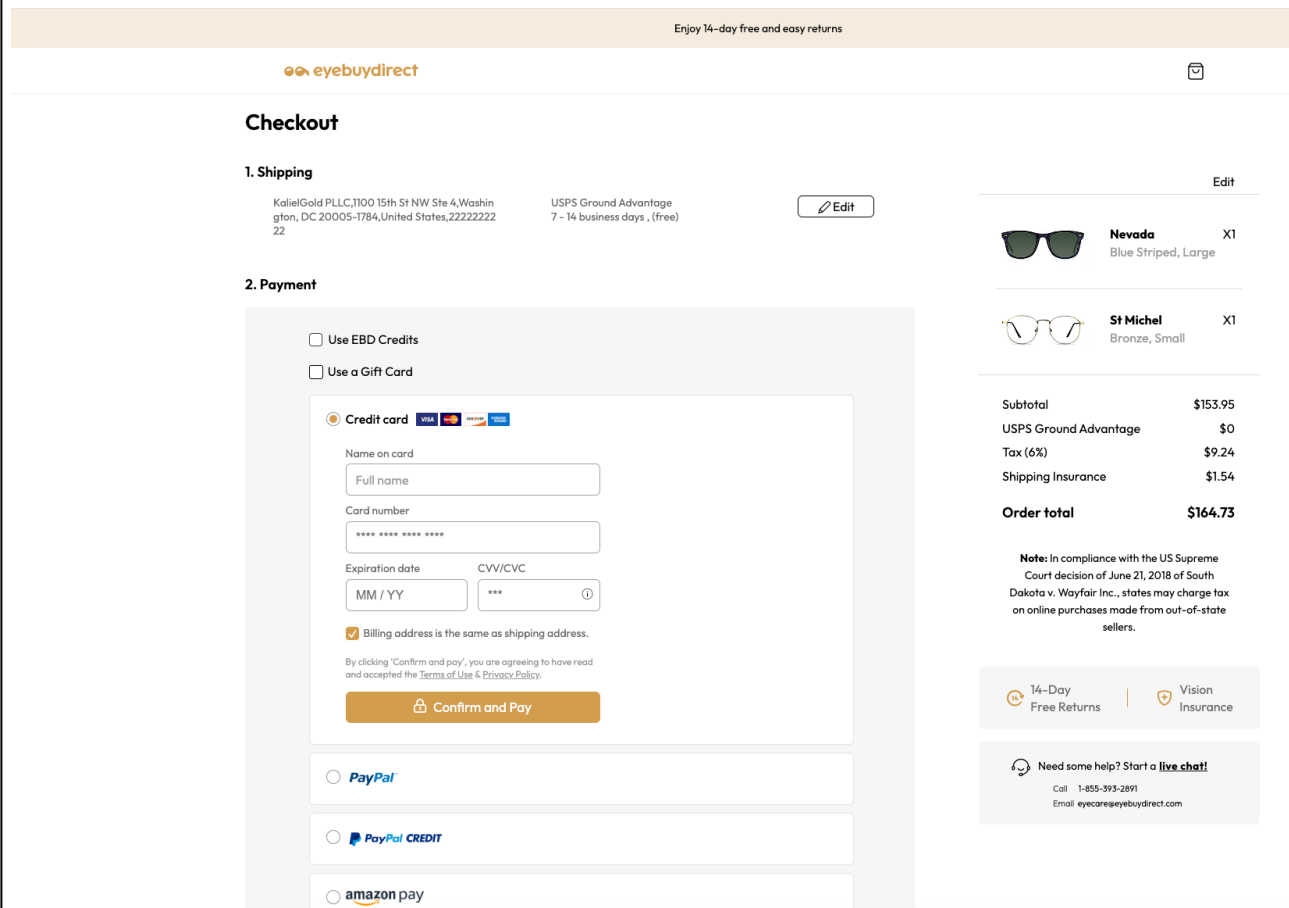
1 20. On the third page of the checkout flow, after the address is entered,  
2 consumers are presented with large options to select their shipping method. Below the  
3 shipping options, in a tiny toggle already checked, Shipping Protection is added. The  
4 Shipping Protection toggle is so tiny, and intentionally designed to go unnoticed by  
5 consumers:



18 21. By the time the consumer enters the fourth page of the checkout flow, the  
19 Shipping Insurance cannot be removed from the cart. Thus, if consumers even notice  
20 the very small amount added to their transactions, consumers are still left entirely  
21 unaware that the added "Shipping Insurance" charge is optional, because it is presented  
22 in the cart as mandatory:

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22. Thus, reasonable consumers believe they have no other choice but to pay the Shipping Insurance charge, which they were never previously informed of. This is a classic bait & switch.

**B. EyeBuyDirect Omits and Conceals Material Facts About the Costs of Shipping**

23. The “Shipping Insurance” is a disguised shipping charge, rendering EyeBuyDirect’s promise to provide “Free Shipping” false.

24. Reasonable consumers like Plaintiffs understand shipping to include reasonable accoutrements to effectuate that shipping, including that the package will reach its intended destination.

25. In short, there is no insurance needed for the purchased item, separate and apart from the shipping, and EyeBuyDirect deceived consumers by stating otherwise.

26. By assessing add-on fees for certain aspects of “shipping,” EyeBuyDirect

1 renders its FREE SHIPPING or flat, low-cost shipping promises false.

2 27. By unfairly obscuring its true shipping charges to consumers,  
3 EyeBuyDirect deceives consumers and gains an unfair upper hand on competitors that  
4 fairly disclose their true shipping charges. Indeed, other major e-commerce sites in the  
5 U.S. do not assess a Shipping Insurance in addition to a shipping charge—for the  
6 simple reason that package delivery is an essential, inextricable aspect of “shipping.”

7 30. EyeBuyDirect does not inform consumers the true costs of shipping and  
8 it misrepresents its Shipping cost as FREE or low-price, when in fact those costs are  
9 actually higher.

10 31. Moreover, the “Shipping Insurance” is never reasonably disclosed to  
11 consumers until it shows up as a line item in their shopping cart—after the purchase  
12 process is largely complete. This process fails to provide an adequate advance warning  
13 to customers that a Shipping Insurance will be imposed on their purchases.

14 32. Many consumers do not notice that “Shipping Insurance” is being added  
15 to their order. Others believe that they have no choice but to pay this “Shipping  
16 Insurance”. And others still notice the previously undisclosed “Shipping Insurance”  
17 but decide to go through with the purchase anyway unsure of how it can be removed  
18 from their cart after it was automatically added. The deceptive checkout practice has  
19 done its job and diverted the sale to EyeBuyDirect.

20 33. In any of these situations, the result is the same: a consumer who otherwise  
21 would have found a way to pay without paying the “Shipping Insurance”, ends up  
22 paying the fee. Defendant profits; Plaintiffs and the class lose.

23 34. This is a classic case of “Drip pricing”. “Drip pricing” works because as  
24 research has shown, “our brains tend to fix on the price we first encountered even after  
25 we learn the total cost. And even when consumers learn about the hidden fees, they  
26 often pay up rather than shop around . . . because they figure that ‘investing more time  
27 into searching for it will not be worthwhile.’” Santul Narkar, *It’s a Great Deal, Before*  
28 *the ‘Drip Pricing’,* New York Times, available at

1 <https://www.nytimes.com/interactive/2024/02/23/business/what-is-drip-pricing.html>

2 (quoting Professor David Friedman of Willamette University).

3 35. By unfairly obscuring its charges to consumers, EyeBuyDirect deceives  
4 consumers and gains an unfair upper hand on competitors that fairly disclose their true  
5 charges.

6 **C. EyeBuyDirect’s Shipping Insurance is a Junk Fee That Violates Federal**  
7 **Guidance and California law**

8 36. EyeBuyDirect’s Shipping Insurances are precisely the type of “Junk Fee”  
9 that has come under government scrutiny in recent years:

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

14 The White House, The Price Isn’t Right: How Junk Fees Cost Consumers and  
15 Undermine Competition, March 5, 2024, available at  
16 [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)  
17 [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).

18 37. As the Federal Trade Commission said recently in its effort to combat  
19 Junk Fees:

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

24 Federal Trade Commission, FTC Proposes Rule to Ban Junk Fees – Proposed rule  
25 would prohibit hidden and falsely advertised fees, October 11, 2023, available at  
26 [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)  
27 [junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

28 38. In July of 2024, California expanded its Consumer Legal Remedies Act



1 (“CLRA”) was amended to make illegal “drip pricing,” which involves advertising a  
2 price that is less than the actual price that a consumer will have to pay for a good or  
3 service. California Civil Code Section 1770(a)(29). Under the new California law, it is  
4 now illegal to advertise a low price for a product, only for that product to be subject to  
5 additional or mandatory fees later. In other words, “the price listed or advertised to the  
6 consumer must be the full price that the consumer is required to pay.” See California  
7 Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked*  
8 *Questions*, available at [https://oag.ca.gov/system/files/attachments/press-](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf)  
9 [docs/SB%20478%20FAQ%20%28B%29.pdf](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf) (last accessed July 18, 2024). As the  
10 California Department of Justice stated:

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12       Businesses are free to explain how they set their prices or to *subsequently*  
13       itemize the charges that make up the total price that they charge  
14       customers. However, the price they advertise or display must be the total  
15       price that customers will have to pay for the good or service. Knowing the  
16       price of a good or service is essential to competition, and displaying a  
17       price that is less than what the customer will actually be charged is  
18       deceptive.

19 *Id.* at p. 4 (emphasis added).

20       39. In its 2013 publication “.com Disclosures: How to Make Effective  
21 Disclosures in Digital Advertising, the FTC makes clear that when advertising and  
22 selling are combined on a website, and the consumer will be completing the transaction  
23 online, the disclosures should be provided before the consumer makes the decision to  
24 buy – for example, before the consumer “add[s] to shopping cart.” See Fed. Trade  
25 Comm’n, *.com Disclosures: How to Make Effective Disclosures in Digital Advertising*  
26 at ii, 14 (Mar. 2013), available at  
27 [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)  
28 [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)

39       40. Defendant violates federal guidance by adding the Shipping Insurances as  
40 line items well after the consumer “add[s] to shopping cart”, and by failing to disclose  
41 the nature of these fees.

1 41. What’s worse, it is entirely unclear what “Shipping Insurance” even is,  
2 and whether consumers are getting any added benefit at all from the fee charged.

3 **D. Plaintiff Ramos’s Experience**

4 42. Plaintiff Ramos used EyeBuyDirect to purchase a pair of glasses.

5 43. When using the website, Plaintiff was repeatedly informed that she would  
6 get “FREE SHIPPING” as part of her purchase.

7 44. However, Plaintiff Ramos’ purchase included a \$3.12 charge for  
8 “Shipping Insurance” that was automatically and surreptitiously added to her cart,  
9 that—for the reasons described above—in fact represented an additional shipping  
10 charge.

11 45. Plaintiff Ramos would not have made the purchase if she had known the  
12 EyeBuyDirect shipping was not in fact FREE.

13 46. If she had known the true cost of shipping, he would have chosen another  
14 method or merchant for ordering her glasses.

15 **E. Plaintiff Henley’s Experience**

16 47. Plaintiff Henley used EyeBuyDirect to purchase a pair of glasses.

17 48. When using the website, Plaintiff was repeatedly informed that she would  
18 get “FREE SHIPPING” as part of her purchase.

19 49. However, Plaintiff Henley’s purchase included a \$0.98 charge for  
20 “Shipping Insurance” that was automatically and surreptitiously added to her cart,  
21 that—for the reasons described above—in fact represented an additional shipping  
22 charge.

23 50. Plaintiff Henley would not have made the purchase if she had known the  
24 EyeBuyDirect shipping was not in fact FREE.

25 51. If she had known the true cost of shipping, he would have chosen another  
26 method or merchant for ordering her glasses.

27 **F. Plaintiff Ramirez’s Experience**

28 52. Plaintiff Ramirez used EyeBuyDirect to purchase a pair of glasses.

1 53. When using the website, Plaintiff was repeatedly informed that she would  
2 get “FREE SHIPPING” as part of her purchase.

3 54. However, Plaintiff Ramirez purchase included a \$1.29 charge for  
4 “Shipping Insurance” that was automatically and surreptitiously added to his cart,  
5 that—for the reasons described above—in fact represented an additional shipping  
6 charge.

7 55. Plaintiff Ramos would not have made the purchase if she had known the  
8 EyeBuyDirect shipping was not in fact FREE.

9 56. If she had known the true cost of shipping, he would have chosen another  
10 method or merchant for ordering her glasses.

11 **CLASS ALLEGATIONS**

12 57. Plaintiffs bring this action on behalf of themselves and all others similarly  
13 situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action  
14 satisfies the numerosity, commonality, typicality, adequacy, predominance and  
15 superiority requirements:

16 All consumers in who, within the applicable statute of  
17 limitations preceding the filing of this action to the date of  
18 class certification paid EyeBuyDirect a Shipping Insurance  
19 fee.

20 58. Plaintiffs also brings this action on behalf of a Washington and Georgia  
21 Subclass.

22 59. Excluded from the Class is Defendant, any entities in which it has a  
23 controlling interest, any of its parents, subsidiaries, affiliates, officers, directors,  
24 employees and members of such persons’ immediate families, and the presiding  
25 judge(s) in this case, and their staff. Plaintiffs reserve the right to expand, limit, modify,  
26 or amend this class definition, including the addition of one or more subclasses, in  
27 connection with his motion for class certification, or at any other time, based upon,  
28 *inter alia*, changing circumstances and/or new facts obtained during discovery.

28 60. **Numerosity:** At this time, Plaintiffs do not know the exact size of the

1 Class; however, due to the nature of the trade and commerce involved, Plaintiffs  
2 believe that the Class members are well into the thousands, and thus are so numerous  
3 that joinder of all members is impractical. The number and identities of Class members  
4 is administratively feasible and can be determined through appropriate discovery in the  
5 possession of the Defendant.

6 61. **Commonality:** There are questions of law or fact common to the Class,  
7 which include, but are not limited to the following:

- 8 a. Whether during the class period, Defendant deceptively represented  
9 its Shipping cost for orders on eyebuydirect.com and on the  
10 EyeBuyDirect app;
- 11 b. Whether Defendant's alleged misconduct misled or had the  
12 tendency to mislead consumers;
- 13 c. Whether Defendant engaged in unfair, unlawful, and/or fraudulent  
14 business practices under the laws asserted;
- 15 d. Whether Defendant's alleged conduct constitutes violations of the  
16 laws asserted;
- 17 e. Whether Plaintiffs and members of the Class were harmed by  
18 Defendant's misrepresentations;
- 19 f. Whether Plaintiffs and the Class have been damaged, and if so, the  
20 proper measure of damages; and
- 21 g. Whether an injunction is necessary to prevent Defendant from  
22 continuing to deceptively represent the amount of the shipping costs  
23 for orders on EyeBuyDirect.com.

24 62. **Typicality:** Like Plaintiffs, many other consumers ordered goods for  
25 shipping from EyeBuyDirect's website or mobile app, believing shipping to be the flat  
26 fee represented based on Defendant's representations. Plaintiffs' claims are typical of  
27 the claims of the Class because Plaintiffs and each Class member was injured by  
28 Defendant's false representations about the true nature of the shipping cost. Plaintiffs

1 and the Class have suffered the same or similar injury as a result of Defendant’s false,  
2 deceptive and misleading representations. Plaintiffs’ claims and the claims of members  
3 of the Class emanate from the same legal theory, Plaintiffs’ claims are typical of the  
4 claims of the Class, and, therefore, class treatment is appropriate.

5       **63. Adequacy of Representation:** Plaintiffs are committed to pursuing this  
6 action and has retained counsel competent and experienced in prosecuting and  
7 resolving consumer class actions. Plaintiffs will fairly and adequately represent the  
8 interests of the Class and does not have any interests adverse to those of the Class.

9       **64. The Proposed Class Satisfies Prerequisites for Injunctive Relief.**  
10 Defendant has acted or refused to act on grounds generally applicable to the Class,  
11 thereby making appropriate final injunctive and equitable relief with respect to the  
12 Class as a whole. Plaintiffs remain interested in ordering goods for shipping through  
13 EyeBuyDirect’s website; there is no way for his to know when or if Defendant will  
14 cease deceptively misrepresenting the cost of shipping.

15       65. Specifically, Defendant should be ordered to cease from representing its  
16 shipping service as a flat fee and to disclose the true nature of its mark-ups.

17       66. Defendant’s ongoing and systematic practices make declaratory relief  
18 with respect to the Class appropriate.

19       **67. The Proposed Class Satisfies the Prerequisites for Damages.** The  
20 common questions of law and fact enumerated above predominate over questions  
21 affecting only individual members of the Class, and a class action is the superior  
22 method for fair and efficient adjudication of the controversy. The likelihood that  
23 individual members of the Class will prosecute separate actions is remote due to the  
24 extensive time and considerable expense necessary to conduct such litigation,  
25 especially when compared to the relatively modest amount of monetary, injunctive,  
26 and equitable relief at issue for each individual Class member.

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**CAUSES OF ACTION**

**FIRST CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(On Behalf of Plaintiffs and the Class)**

68. The preceding allegations are incorporated by reference.

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

70. Plaintiffs and the Class conferred a benefit on Defendant when they paid Defendant the Shipping Insurances, which they did not agree to and could not reasonably avoid.

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

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

73. 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.

**SECOND CLAIM FOR RELIEF**  
**Violation of California’s Unfair Competition Law**  
**(Cal. Bus. & Prof. Code § 17200, et seq.)**  
**(On Behalf of Plaintiffs and the Class)**

74. Plaintiffs hereby incorporate by reference the preceding paragraphs.

75. Defendant’s conduct described herein violates the Unfair Competition Law (“UCL”), codified at California Business and Professions Code section 17200, *et seq.*

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

77. The UCL imposes strict liability. Plaintiffs need not prove that Defendant

1 intentionally or negligently engaged in unlawful, unfair, or fraudulent business  
2 practices—but only that such practices occurred.

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

8 79. A business act or practice is “fraudulent” under the UCL if it is likely to  
9 deceive members of the public.

10 80. A business act or practice is “unlawful” under the UCL if it violates any  
11 other law or regulation.

12 81. Defendant committed unfair and fraudulent business acts and practices in  
13 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly  
14 misrepresenting its shipping practices, including by falsely advertising that it provides  
15 “free shipping” on qualifying orders.

16 82. Defendant’s acts and practices offend an established public policy of  
17 truthful advertising in the marketplace, and constitute immoral, unethical, oppressive,  
18 and unscrupulous activities that are substantially injurious to consumers.

19 83. The harm to Plaintiffs and the California Subclass outweighs the utility of  
20 Defendant’s practices. There were reasonably available alternatives to further  
21 Defendant’s legitimate business interests, other than the misleading and deceptive  
22 conduct described herein.

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

26 85. Defendant’s business practices have misled Plaintiffs and the proposed  
27 California Subclass and, unless enjoined, will continue to mislead them in the future.

28 86. Plaintiffs relied on Defendant’s misrepresentations in making his



1 purchase.

2 87. By falsely marketing its shipping fee practices, Defendant deceived  
3 Plaintiffs and class members into making purchases they otherwise would not make.

4 88. As a direct and proximate result of Defendant’s unfair, fraudulent, and  
5 unlawful practices, Plaintiffs and class members suffered and will continue to suffer  
6 actual damages. Defendant’s fraudulent conduct is ongoing and presents a continuing  
7 threat to Plaintiffs and California Subclass members that they will be deceived.  
8 Plaintiffs desire to conduct further business with Defendant but cannot rely on  
9 Defendant’s representations unless an injunction is issued.

10 89. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has  
11 been unjustly enriched and should be required to disgorge its unjust profits and make  
12 restitution to Plaintiffs and California Subclass members pursuant to Cal. Bus. & Prof.  
13 Code § 17203 and 17204.

14 90. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiffs  
15 and the members of the California Subclass, on behalf of the general public, seek an  
16 order of this Court enjoining Defendant from continuing to engage, use, or employ their  
17 unfair, unlawful, and fraudulent practices.

18 91. Plaintiffs have no adequate remedy at law in part because Defendant  
19 continues to automatically add “Shipping Insurance” to all purchases. Plaintiffs  
20 therefore seek an injunction on behalf of the general public to prevent Defendant from  
21 continuing to engage in the deceptive and misleading practices described herein.

22 **THIRD CLAIM FOR RELIEF**  
23 **False and Misleading Advertising**  
24 **(Bus. & Prof. Code §§ 17500, et seq.)**  
**(On Behalf of Plaintiffs and the Class)**

25 92. Plaintiffs hereby incorporate by reference the preceding paragraphs if  
26 fully restated here.

27 93. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code  
28 section 17500, states that “[i]t is unlawful for any . . . corporation . . . with intent . . . to



1 dispose of . . . personal property . . . to induce the public to enter into any obligation  
2 relating thereto, to make or disseminate or cause to be made or disseminated . . . from  
3 this state before the public in any state, in any newspaper or other publication, or any  
4 advertising device, or by public outcry or proclamation, or in any other manner or  
5 means whatever, including over the Internet, any statement . . . which is untrue or  
6 misleading and which is known, or which by the exercise of reasonable care should be  
7 known, to be untrue or misleading . . . .”

8 94. Defendant’s material misrepresentations and omissions alleged herein  
9 violate Business and Professions Code section 17500.

10 95. Defendant knew or should have known that its misrepresentations and  
11 omissions were false, deceptive, and misleading.

12 96. Pursuant to Business and Professions Code sections 17203 and 17500,  
13 Plaintiffs and the members of the California subclass, on behalf of the general public,  
14 seek an order of this Court enjoining Defendant from continuing to engage, use, or  
15 employ their deceptive practices.

16 97. Further, Plaintiffs request an order awarding Plaintiffs and class members  
17 restitution of the money wrongfully acquired by Defendant by means of said  
18 misrepresentations.

19 98. Additionally, Plaintiffs and class members seek an order requiring  
20 Defendant to pay attorneys’ fees pursuant to California Civil Code section 1021.5.

21 **FOURTH CLAIM FOR RELIEF**  
22 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**  
23 **Cal. Civ. Code § 1750, *et seq.***  
**(On Behalf of Plaintiffs and the Class)**

24 99. Plaintiffs incorporate the preceding allegations by reference as if fully set  
25 forth herein.

26 100. This cause of action is brought pursuant to the Consumers Legal Remedies  
27 Act (CLRA), California Civil Code § 1750, *et seq.* Plaintiffs and each member of the  
28 proposed Class are “consumers” as defined by California Civil Code § 1761(d).

1 Defendant’s sale of merchandise to consumers were “transactions” within the meaning  
2 of California Civil Code § 1761(e). The merchandise purchased by Plaintiffs and the  
3 Class are “goods” within the meaning of California Civil Code § 1761(a).

4 101. Defendant violated and continues to violate the CLRA by engaging in the  
5 following practices proscribed by California Civil Code § 1770(a) in transactions with  
6 Plaintiffs and the Class which were intended to result in, and did result in, the sale of  
7 merchandise:

- 8 a. “Misrepresenting the affiliation, connection, or association with, or  
9 certification by, another” (a)(3);
- 10 b. “Representing that goods or services have . . . characteristics . . .  
11 that they do not have” (a)(5);
- 12 c. “Advertising goods or services with intent not to sell them as  
13 advertised” (a)(9);
- 14 d. “Representing that a transaction confers or involves rights,  
15 remedies, or obligations that it does not have or involve, or that are  
16 prohibited by law” (a)(14)
- 17 e. “Advertising that a product is being offered at a specific price plus  
18 a specific percentage of that price unless (A) the total price is set  
19 forth in the advertisement, which may include, but is not limited to,  
20 shelf tags, displays, and media advertising, in a size larger than any  
21 other price in that advertisement, and (B) the specific price plus a  
22 specific percentage of that price represents a markup from the  
23 seller's costs or from the wholesale price of the product” (a)(20);  
24 and
- 25 f. “Advertising, displaying, or offering a price for a good or service  
26 that does not include all mandatory fees or charges” (a)(29).

27 102. Specifically, EyeBuyDirect falsely advertised FREE or flat, low-cost  
28 shipping price on its website, and then deceptively added a Shipping Insurance to all

1 orders.

2 103. Pursuant to § 1782(a) of the CLRA, Plaintiffs’ counsel notified Defendant  
3 in writing by certified mail of the particular violations of §1770 of the CLRA and  
4 demanded that it rectify the problems associated with the actions detailed above and  
5 give notice to all affected consumers of Defendant’s intent to act. If Defendant fails to  
6 respond to Plaintiffs’ letter or agree to rectify the problems associated with the actions  
7 detailed above and give notice to all affected consumers within 30 days of the date of  
8 written notice, as proscribed by §1782, Plaintiffs will move to amend his Complaint to  
9 pursue claims for actual, punitive and statutory damages, as appropriate against  
10 Defendant. As to this cause of action, at this time, Plaintiffs seek only injunctive relief.

11 104. Plaintiffs also seek public injunctive relief, as described above.

12 **FIFTH CLAIM FOR RELIEF**

13 **Violation of Washington Consumer Protection Act**  
14 **(On Behalf of Plaintiff Henley and the Washington Subclass)**

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

17 106. Plaintiff Henley asserts this claim on behalf of herself and on behalf of the  
18 Class who are Washington citizens and enjoy the protections of Unfair Business  
19 Practices Act—Consumer Protection Act (CPA), RCW Chapter 19.86.

20 107. Plaintiff Henley and members of the Class are “persons” within the  
21 meaning of RCW 19.86.010(1).

22 108. Plaintiff Henley is a “person” within the meaning of RCW 19.86.010(1).

23 109. Defendant’s common course of conduct alleged above is unfair and  
24 deceptive and had, and continues to have, the capacity to deceive a substantial portion  
25 of the public.

26 110. Defendant’s policies and practices are deceptive and unfair because  
27 Defendant misleadingly and actively omits material facts and deceptively  
28 misrepresents its free or flat rate shipping rates.

1 111. Defendant's conduct was deceptive. By failing to honestly disclose its true  
2 Shipping Insurance practices and policies to its customers, Defendant made affirmative  
3 misrepresentations and omissions of material fact, and thus, engaged in deceptive acts  
4 or practices.

5 112. Defendant's conduct was also unfair. Defendant's practices of charging  
6 Shipping Insurance fees on transactions was and is likely to cause substantial injury to  
7 consumers. Consumers could not reasonably avoid these fees which were not  
8 outweighed by countervailing benefit.

9 113. Defendant's common course of unfair and deceptive conduct occurred in  
10 trade or commerce and impact the public interest because Defendant is in the business  
11 of providing eyeglasses to tens of thousands of consumers in Washington. Thousands  
12 of Washingtonians have been and continue to be affected by Defendant's unfair and  
13 deceptive acts and practices.

14 114. Defendant's common course of conduct caused injury to the business or  
15 property of Plaintiff and the Class.

16 115. Plaintiff Henley and the Class have been damaged in amounts to be  
17 determined at trial and, under RCW 19.86.090, Plaintiff Henley and the Class are  
18 entitled to recover such damages, including interest thereon, as well as three times  
19 actual damages (up to \$25,000.00), attorneys' fees and costs.

20 116. Under RCW 19.86.090, Plaintiff Henley and the Class are also entitled to  
21 an order enjoining Columbia CU from engaging in the illegal acts and practices  
22 described above.

23 **SIXTH CLAIM FOR RELIEF**  
24 **Violation of Georgia Fair Business Practices Act**  
25 **O.C.G.A. Sections 10-1-390**  
**(On Behalf of Plaintiff Ramirez and the Georgia Subclass)**

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

28

1 118. Defendant has engaged in consumer transactions and consumer acts or  
2 practices in the conduct of trade or commerce within the state of Georgia as defined  
3 in O.C.G.A. §§ 10-1-392(a)(7), (10), and (28).

4 119. Defendant misrepresented that Shipping was free or flat rate. Defendant's  
5 offers of free or flat rate shipping were reasonably relied upon by consumers in  
6 selecting a retailer for glasses. Had they known the actual costs of Shipping, Plaintiff  
7 Ramirez may not have participated in the transaction.

8 120. Defendant's acts and practices violate O.C.G.A. § 10-1-393(a), which  
9 prohibits unfair or deceptive acts or practices in the conduct of consumer transactions  
10 and consumer acts or practices in the conduct of trade or commerce.

11 **PRAYER FOR RELIEF**

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

- 13 1. Certifying the proposed Class;
- 14 2. Declaring that Defendant is financially responsible for notifying the Class  
15 members of the pendency of this suit;
- 16 3. Declaring the Defendant has committed the violations of law alleged  
17 herein;
- 18 4. Providing for any and all public injunctive relief the Court deems  
19 appropriate;
- 20 5. Awarding statutory damages in the maximum amount for which the law  
21 provides;
- 22 6. Awarding monetary damages, including but not limited to any  
23 compensatory, incidental, or consequential damages in an amount that the Court or jury  
24 will determine, in accordance with applicable law;
- 25 7. Providing for any and all equitable monetary relief the Court deems  
26 appropriate;
- 27 8. Awarding punitive or exemplary damages in accordance with proof and  
28 in an amount consistent with applicable precedent;

9. Awarding Plaintiffs their reasonable costs and expenses of suit, including attorneys' fees;
10. Awarding pre- and post-judgment interest to the extent the law allows; and
11. Providing such further relief as this Court may deem just and proper.


**DEMAND FOR JURY TRIAL**

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

Dated: December 5, 2024

Respectfully submitted,

**KA**

By:   
Sophia G. Gold  
Jeffrey D. Kaliel  
Amanda J. Rosenberg

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

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  ERIKA RAMOS, KIMBERLEY HENLEY and JESSICA RAMIREZ, on behalf of themselves and all others similarly situated,	<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  EYEBUYDIRECT, INC.
(b) County of Residence of First Listed Plaintiff <u>Orange</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant <u>Travis County, TX</u> <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. Sohia Goren Gold KalielGold PLLC 490 43rd Street, No. 122 Oakland, CA 94609 (202) 350-4783	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**-For Diversity Cases Only  
(Place an X in one box for plaintiff and one for defendant)

Citizen of This State	<input checked="" type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 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 checked="" 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

**IV. ORIGIN** (Place an X in one box only.)

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

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

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 28 U.S.C. § 1332(d), 28 U.S.C. § 1332(d)(2)(A); 28 U.S.C. § 1332(d)(2), (6), and 28 U.S.C. § 1391

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

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 530 General	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS PERSONAL INJURY</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 550 Civil Rights	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<b>LABOR</b>	<b>FEDERAL TAX SUITS</b>
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 895 Freedom of Info. Act		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education		



**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.

<p><b>QUESTION A: Was this case removed from state court?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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.</p>	<p>STATE CASE WAS PENDING IN THE COUNTY OF:</p>	<p>INITIAL DIVISION IN CACD IS:</p>
	<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

<p><b>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p><b>B.1.</b> 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> →</p> <p><b>B.2.</b> 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> →</p>	<p><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.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><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.</p> <p><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.</p>
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<p><b>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p><b>C.1.</b> 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> →</p> <p><b>C.2.</b> 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> →</p>	<p><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.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><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.</p> <p><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.</p>
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<b>QUESTION D: Location of plaintiffs and defendants?</b>	<b>A.</b> Orange County	<b>B.</b> Riverside or San Bernardino County	<b>C.</b> 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 checked="" 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"/>

<p><b>D.1. Is there at least one answer in Column A?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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. →</p>	<p><b>D.2. Is there at least one answer in Column B?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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. ↓</p>
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<b>QUESTION E: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

**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?  Yes  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):** /s/ Sophia Goren Gold DATE: 12/06/2024

**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))