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12 *Attorneys for Plaintiff,*
 13 *And all others similarly situated*

14 **UNITED STATES DISTRICT COURT**
 15 **SOUTHERN DISTRICT OF CALIFORNIA**

14	MAYRA ROMERO, on behalf of)	Case No.: '24CV2273 H MSB
15	herself and all others similarly situated,)	
16)	<u>CLASS ACTION</u>
17	Plaintiff,)	COMPLAINT FOR VIOLATIONS OF:
18)	CALIFORNIA CONSUMER LEGAL
19	vs.)	REMEDIES ACT ("CLRA"); CIV.
20)	CODE § 1750, <i>et seq.</i>
21	AMAZON.COM, INC.,)	CALIFORNIA'S UNFAIR
22	Defendant.)	COMPETITION LAWS ("UCL");
23)	CAL. BUS. & PROF. CODE § 17200,
24)	<i>et seq.</i>
25)	DEMAND FOR JURY TRIAL

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INTRODUCTION

1. Plaintiff, Mayra Romero (“Plaintiff”), brings this action on behalf of herself and all others similarly situated against Defendant, Amazon.com, Inc. (“Defendant” or “Amazon”). Plaintiff alleges as follows upon personal knowledge as to her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by attorneys.
2. This is a consumer class action for violations of the Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”) and Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”).
3. Defendant Amazon is presently a multinational technology company, best known as a quick and easily accessible website where consumers can find and purchase nearly any item they can think of. Amazon and its numerous affiliated companies offer consumers a wide variety of goods and services, including grocery delivery service from its very own grocery store, Amazon Fresh.
4. On Amazon’s website and phone application, users in cities with an Amazon Fresh facility are able to use Amazon’s grocery delivery service by simply selecting the “Groceries” option on the home page of either platform. From there, users are able to select “fresh” to order directly from a nearby Amazon Fresh facility.
5. Consumers browsing the Amazon Fresh homepage are met with a bright user-friendly experience, advertising fresh produce items at reasonable prices. However, once users have filled their carts with items from the online store and begin the checkout process, they are met with the reality of a higher than advertised total checkout cost, which includes alleged “service fees” currently ranging from \$4.95 - \$9.95 per order.
6. Under California’s CLRA, Defendant is required to “clearly and conspicuously” display all mandatory fees and charges when “advertising, displaying, or offering a price for a good or service” (Cal. Civ. Code § 1770(a)(29)(A)). However, as

1 consumers shop the Amazon Fresh platform, there is no clear and conspicuous
2 disclosure of a forthcoming “service” fee. Users are instead disappointed to find
3 they must pay a higher than advertised total cost for the items they have spent
4 time selecting through the platform.

5 7. Amazon’s “Fresh” prices, as advertised on its platform, violate the protections
6 California has enacted to protect its consumers from misleading, false, and unfair
7 business practices.

8 8. Plaintiff brings this action on behalf of herself and all other similarly situated
9 consumers who have utilized Amazon Fresh for delivery of goods since July 1,
10 2024, in an effort to end Amazon’s false, misleading, and deceptive pricing of
11 grocery items. Plaintiff seeks injunctive relief pursuant to Cal. Civ. Code § 1780
12 and intends to amend this complaint to include all available remedies under the
13 law in accordance with the notice requirements of Cal. Civ. Code § 1782 should
14 Amazon fail to cease its deceptive advertising practices.

15 9. Unless otherwise indicated, the use of Defendant’s name in this Complaint shall
16 include all agents, employees, officers, members, directors, heirs, successors,
17 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
18 the named Defendant.

19 **JURISDICTION AND VENUE**

20 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The
21 amount in controversy exceeds the sum or value of \$5,000,000, exclusive of
22 interest and costs, and the matter is a class action in which one or more members
23 of the proposed class are citizens of a state different from Defendant.

24 11. This Court has jurisdiction over this action pursuant to Rule 23(b)(2) of the
25 Federal Rules of Civil Procedure.

26 12. Because Defendant conducts substantial business within the State of California
27 and engages in activities that constitute purposeful availment of the privileges of
28 conducting business in California, personal jurisdiction is established.

1 13. Venue is proper under 28 U.S.C. § 1391 (b)(2) because: (i) Plaintiff resides within
2 this judicial district; (ii) the conduct complained of herein occurred within this
3 judicial district; and (iii) Defendant conducted business within this judicial
4 district at all times relevant.

5 **PARTIES & DEFINITIONS**

6 14. Plaintiff is, and at all times mentioned herein was, a citizen and resident of the
7 State of California. Plaintiff is, and at all times mentioned herein was, a
8 “Consumer” as defined by Cal. Civ. Code § 1761(d).

9 15. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at
10 all times mentioned herein was, a corporation with its principal place of business
11 in Washington state.

12 16. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at
13 all times mentioned herein was a “Person,” as defined by Cal. Civ. Code §
14 1761(c).

15 17. The causes of action herein pertain to Plaintiff’s purchase or use of Defendant’s
16 “goods” and/or “services” for personal, familial, or household purposes as
17 defined by Cal. Civ. Code §§ 1761(a) & (b).

18 **FACTUAL ALLEGATIONS**

19 18. On September 21, 2024, Plaintiff accessed Defendant’s Amazon Fresh service
20 via Plaintiff’s smartphone and browsed various grocery items with the intention
21 of ordering groceries to be delivered to Plaintiff’s home residence.

22 19. While browsing the various grocery items on Amazon Fresh, Plaintiff observed
23 that Defendant included the price for each item.

24 20. Plaintiff continued to add grocery items to Plaintiff’s electronic cart which totaled
25 to one hundred thirty-five dollars and sixty-five cents (\$135.65) worth of items.

26 21. Defendant did not notify, display, or otherwise disclose to Plaintiff that
27 Defendant would charge Plaintiff a fee or charge would be added to Plaintiff’s
28 grocery delivery.

- 1 22.Plaintiff then began the checkout process.
- 2 23.On the final page of the checkout process Defendant added to Plaintiff’s invoice
3 the subtotal of \$135.65, a tax of \$0.44, and a “Service Fee” of \$4.95.
- 4 24.Plaintiff selected a hyperlink on the words “Service Fee” which led Plaintiff to a
5 page which described the “Service Fee” as a fee that “[H]elps cover operating
6 costs, including equipment, technology, delivery and other costs associated with
7 your grocery delivery order.”
- 8 25.Plaintiff was deceived by Defendant’s advertising of its grocery products when
9 Plaintiff browsed and selected the items Plaintiff planned to purchase.
- 10 26.Plaintiff believed the prices Defendant advertised for its products included the
11 total cost of the items exclusive of government-imposed fees or taxes.
- 12 27.Plaintiff was shocked and disturbed to find that Defendant required Plaintiff to
13 pay Defendant’s self-imposed “Service Fee” at the end of Plaintiff’s shopping
14 experience without any prior notice, disclosure, or inclusion of the “Service Fee”
15 in the advertised prices of Defendant’s grocery items.
- 16 28.Pursuant to the California Legal Remedies Act (“CLRA”) Cal. Civ. Code §
17 1770(a) persons and businesses such as Defendant are prohibited from using
18 unfair methods of competition, as well as unfair or deceptive acts “intended to
19 result or that results in the sale or lease of goods or services to any consumer.”
- 20 29.Pursuant to Cal. Civ. Code § 1770(a)(29)(A), it is unlawful, unfair, and deceptive
21 to advertise, display, or offer a price for a good or service that does not include
22 all mandatory fees or charges.
- 23 30.Defendant has and continues to participate in unlawful unfair and deceptive
24 practices by failing to display the true price of the goods and services offers when
25 displaying, advertising, and offering its goods and services to consumers.
- 26 31.Consumers discover the mandatory fees and services only once the consumer
27 proceeds through the checkout process and is required to pay for an undisclosed
28 “Service Fee” at the very end.

1 32.While the CLRA has included certain exemptions under Cal. Civ. Code §
2 1770(a)(29)(A), the exemptions do not apply to Defendant’s Amazon Fresh
3 goods and services.

4 33.Furthermore, even if an exemption applied to Defendant’s Amazon Fresh
5 program, pursuant to Cal. Civ. Code § 1770(a)(29)(D)(ii), Defendant is required
6 to clearly and conspicuously display any mandatory fee or charge “with an
7 explanation of its purpose, on any advertisement, menu, or other display that
8 contains the price of the food or beverage item.”

9 34.By only disclosing the “Service Fee” on the last page of the checkout process,
10 Defendant is not in compliance with the requirements of the CLRA and therefore
11 has and continues to engage in unlawful conduct.

12 35.Defendant knows that the prices it advertises, displays, and offers for its Amazon
13 Fresh goods and services are not inclusive of all mandatory fees or charges that
14 Defendant requires a consumer to pay before placing an order.

15 36.Defendant’s failure to include mandatory fees or charges prior to a consumer
16 beginning their checkout process is intentional and willful.

17 37.Defendant’s unlawful practices constitute an unfair and deceptive business
18 strategy implemented to deceive consumers in order to boost its own profits.

19 38.Defendant is aware that consumers who have spent their valuable time shopping
20 for grocery items and adding the goods to their cart, are still highly likely to
21 finalize their purchase despite not being informed of a mandatory service fee until
22 the final step of the checkout process.

23 39.Defendant’s illegal, unfair, and deceptive practices take advantage of consumers
24 and constitute a willful violation of California law intended to protected
25 California consumers from predatory business practices.

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CLASS ALLEGATIONS

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40. Plaintiff brings this action on behalf of Plaintiff and on behalf of Class Members of the proposed Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(2).

41. Plaintiff proposes to represent the following Class consisting of and defined as follows:

All persons within California who purchased goods for delivery from Defendant’s Amazon Fresh program who were charged a “Service Fee” at the time of checkout that was not previously included in the advertised, displayed, or offered price of the good or service beginning July 1, 2024.

42. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class but believes the Class members number in the several thousands, if not more. Thus, this matter should be certified as a Class action to assist in the expeditious litigation of this matter.

43. Plaintiff and members of the Class were harmed by the acts of Defendant in at least the following ways: Defendant, either directly or through its agents, intentionally and in violation of California’s CLRA and UCL, knowingly advertised the cost of its goods and services and failed to disclose all mandatory fees or charges in the advertised or displayed cost of the goods or services to consumers prior to checkout, thereby causing Plaintiff and the Class members to incur additional and unanticipated fees upon checkout and purchase of their order for Defendant’s goods or services as advertised. Plaintiff and the Class members were damages thereby.

44. This suit seeks only injunctive relief on behalf of the Class at this time. Plaintiff reserves the right to expand the Class definition to amend this complaint to include all damages available to Plaintiff and the Class under the law. Plaintiff further reserves the right to expand the Class definition to seek recovery of additional damages on behalf of Plaintiff and seek recovery on behalf of

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additional persons as warranted as facts are learned in further investigation and discovery.

45. Numerosity: The joinder of the Class members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the court. The Class can be identified through Defendant’s records or Defendant’s agents’ records.

46. Commonality: There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact to the Class predominate over questions which may affect individual Class members, including the following:

- A. Whether, within the time between July 1, 2024, and the applicable statute of limitations period Plaintiff and the Class Members purchased goods for delivery through Defendant’s “Amazon Fresh” program.
- B. Whether Plaintiff and the Class Members were charged a “Service Fee” that was not clearly and conspicuously disclosed, advertised, or displayed along with the offered price of the goods or service prior to Plaintiff and the Class Members continuing through the checkout process on the Amazon website or phone application.
- C. Whether Plaintiff and the Class Members were harmed or damaged thereby; and
- D. Whether Defendant and its agents should be enjoined from engaging in such conduct in the future.

47. Typicality: As a person who utilized Amazon’s grocery delivery service through Amazon Fresh and was charged a previously undisclosed service fee prior to checkout, Plaintiff is asserting claims that are typical of the Class. Plaintiff will

1 fairly and adequately represent and protect the interests of the Class in that
2 Plaintiff has no interests antagonistic to any member of the Class.

3 48. Plaintiff and the members of the Class have all suffered harm as a result of
4 Defendant's unlawful and wrongful conduct. Absent a class action, the Class will
5 continue to face the harm caused by Defendant's conduct. In addition, these
6 violations of law will be allowed to proceed without remedy and Defendant will
7 likely continue such illegal conduct. Because of the size of the individual Class
8 member's claims, few, if any, Class members could afford to seek legal redress
9 for the wrongs complained of herein.

10 49. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
11 interests of each Class Member with whom she is similarly situated, as
12 demonstrated herein. Plaintiff acknowledges that she has an obligation to make
13 known to the Court any relationships, conflicts, or differences with any Class
14 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
15 governing class action discovery, certification, and settlement. In addition, the
16 proposed class counsel is experienced in handling claims involving consumer
17 actions and violations of the Consumer Legal Remedies Act, Cal. Civ. Code §
18 1750 *et seq.*, and the Unfair Competition Laws, Cal. Bus. & Prof. Code § 17200
19 *et seq.* Plaintiff has incurred, and throughout the duration of this action, will
20 continue to incur costs and attorneys' fees that have been, are, and will be,
21 necessarily expended for the prosecution of this action for the substantial benefit
22 of each Class Member. A class action is a superior method for the fair and
23 efficient adjudication of this controversy. Class-wide damages are essential to
24 induce Defendant to comply with federal law. The interest of Class Members
25 individually controlling the prosecution of separate claims against Defendant is
26 small because the maximum statutory damages in an individual action for the
27 violations stated herein are minimal. Management of these claims is likely to
28 present significantly fewer difficulties than those presented in many class claims.

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50. Predominance: Questions of law or fact common to the Class Members predominate over any questions affecting only individual members of the Class. The legal claims brought by Plaintiff and Class Members are capable of proof at trial through evidence that is common to the Class rather than individual to its members.

51. Superiority: A class action is a superior method for the fair and efficient adjudication of this controversy because:

- A. Class-wide damages are essential to induce Defendant to comply with the law.
- B. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct.
- C. Management of these claims is likely to present significantly fewer difficulties than those presented in many class claims.
- D. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law.
- E. Class action treatment is manageable because it will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would endanger.
- F. Absent a class action, Class Members will continue to be harmed by Defendant's deceptive and misleading advertising practices and Defendant's misconduct will continue without remedy.

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52.The Class may also be certified because:

- A. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudication with respect to individual Class Members, which would establish incompatible standards of conduct for Defendant;
- B. The prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class Members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and
- C. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

53.This suit seeks injunctive relief for Amazon to cease its deceptive and unlawful advertising practices on behalf of Class Members and expressly reserves the right to amend this Complaint to include a request for damages should Amazon fail to remedy its violation of the CLRA, pursuant to § 1782(c) of the statute, within 30 days of formal written notice in compliance with § 1782(a).

54.The joinder of Class Members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the court. The Class Members can be identified through Defendant’s records.

CAUSES OF ACTION
COUNT I
THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT
CIV. CODE § 1750, et seq.

55.Plaintiff incorporated by reference all of the above paragraphs of this Complaint as though fully stated herein.

- 1 56. Defendant’s practices are misleading, unfair, and deceptive in violation of the
2 California Consumer Legal Remedies Act, including but not limited to each and
3 every one of the above-cited provisions of Cal. Civ. Code § 1750, *et seq.*
- 4 57. As a result of engaging in such conduct, Defendant has violated Cal. Civ. Code
5 § 1770(a)(29).
- 6 58. Defendant’s conduct was likely to deceive, and did deceive, Plaintiff and
7 reasonable consumers. Defendant knew, or should have known, through the
8 exercise of reasonable care, that it is unlawful, unfair, and deceptive to advertise,
9 display, or offer a price for a good or service that does not include all mandatory
10 fees or charges.
- 11 59. Defendant’s conduct of not disclosing the mandatory self-imposed “Service Fee”
12 in a clear and conspicuous manner, with an explanation of its purpose when
13 Defendant displays the price of the goods is intended to deceive Plaintiff and
14 Class members to use Defendant’s service under the false pretense of fair pricing
15 only to charge a surprise “Service Fee” at checkout.
- 16 60. Defendant’s unlawful, unfair, and deceptive practices were a substantial factor
17 and proximate cause in causing damages and losses to Plaintiff and Class
18 members.
- 19 61. As a result of Defendant’s violations, Plaintiff on behalf of herself and the Class,
20 seek injunctive relief pursuant Cal. Civ. Code § 1780(a)(2).
- 21 62. Plaintiff and the Class are further entitled to amend this Complaint under Cal.
22 Civ. Code § 1782(d) & (a). Should Defendant refuse to act in compliance with §
23 1782(c) under this title, Plaintiff and the Class intend to seek all available
24 remedies under the law, including but not limited to § 1780.
- 25 63. CLRA §1782 NOTICE. On December 4, 2024, a CLRA demand letter was sent
26 to Defendant’s headquarters and Washington registered agent pursuant to the
27 provision entitled “HOW TO SERVE A SUBPOENA OR OTHER LEGAL
28 PROCESS” as outlined in Amazon’s conditions of use via certified mail with

1 return receipt requested. This letter provided notice of Defendant’s violation of
2 the CLRA and demanded that Defendant correct the unlawful, unfair, false,
3 and/or deceptive practices alleged herein. If Defendant does not fully correct the
4 unlawful practices for Plaintiff and each member of the proposed Class within 30
5 days of receipt, Plaintiff and the Class will seek all monetary relief allowed under
6 the CLRA.

7 **COUNT II**

8 **CALIFORNIA’S UNFAIR COMPETITION LAW**

9 **CAL. BUS. & PROF. CODE § 17200, *et seq.***

10 64. Plaintiff incorporated by reference all of the above paragraphs of this Complaint
11 as though fully stated herein.

12 65. The UCL defines “unfair business competition” to include any “unlawful, unfair
13 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue, or
14 misleading” advertising. The UCL imposes strict liability against those who
15 violate the statute. Accordingly, under this cause of action, Plaintiff does not need
16 to prove Amazon’s conduct was intentional, only that such practices occurred.

17 **Amazon’s Business Practices are “Unfair” Under the UCL**

18 66. Under the UCL, a business act or practice is “unfair” if it offends an established
19 public policy or is immoral, unethical, oppressive, unscrupulous or substantially
20 injurious to consumers. Whether an act or practice is “unfair” is determined by
21 weighing the reasons, justifications, and motives of the practice against the
22 gravity of the harm to the victims or consumers.

23 67. Amazon’s business practices constitute “unfair” business practices because as
24 stated above, Amazon’s advertised prices were deceptive and misleading to
25 consumers, as they did not include any disclosure or indication that consumers
26 would be required to pay additional mandatory fees or charges on top of the price
27 of the goods. Amazon’s practices are against California’s well-known public
28 policy of transparent pricing and advertising.

1 68. The harm to the Plaintiff and Class members outweighs the utility of Amazon’s
2 practices. Amazon could reasonably disclose to consumers all mandatory fees
3 and charges while displaying the cost of the individual goods for sale, or by
4 including such fees in the costs of the goods themselves. Amazon’s nondisclosure
5 of such fees boosts sales for the company while taking advantage of many
6 consumers.

7 **Amazon’s Business Practices are “Fraudulent” Under the UCL**

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

10 70. The acts and practices of Amazon as alleged herein have deceived Plaintiff and
11 are highly likely to deceive members of the consuming public. Plaintiff and
12 consumers generally expect the cost of a service to be made known to them when
13 beginning the process of purchase, specifically, when they first visit the store,
14 website, or platform offering them a good or service. It is common practice to
15 advertise additional fees that will be charged on top of the price for a good when
16 advertising the price of that good.

17 71. Plaintiff and members of the consuming public who first visit Amazon for
18 grocery delivery are unaware that the price they are seeing is not inclusive of all
19 mandatory fees and charges. It is reasonably expected that such fees would be
20 advertised or disclosed immediately to Plaintiff and the Class upon visiting
21 locations of purchase for goods and services.

22 72. The advertised prices of the grocery items available on Amazon Fresh are
23 enticing to consumers and likely to deceive them upon visiting Amazon Fresh’s
24 platforms, leading consumers to believe Amazon Fresh is an easier and cheaper
25 alternative to grocery shopping.

26 **Amazon’s Business Practices are “Unlawful” Under the UCL**

27 73. A business practice is “unlawful” under the UCL if it violates any other law or
28 regulation.

1 74. Amazon’s business practices as alleged herein are unlawful as they violate the
2 CLRA as stated above.

3 75. Because the violation of any law constitutes an “unlawful” business practice
4 under the UCL this requirement has been met.

5 76. Amazon’s practices as detailed above have mislead Plaintiff and the proposed
6 Class and will continue to mislead the consuming public should Amazon be
7 permitted to continue such business practices. Consequently, Amazon’s acts
8 constitute an unlawful, fraudulent, and unfair business practice within the
9 meaning of the UCL.

10 77. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive
11 relief for Amazon to cease their unfair business practices and any other available
12 relief the Court may find appropriate consistent with Cal. Bus. & Prof. Code §
13 17200, *et seq.*

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully requests the Court to grant Plaintiff and the Class
16 members the following relief against Defendant:

- 17 • An order certifying the asserted claims, or issues raised, as a class action;
- 18 • A judgment in favor of Plaintiff and the proposed class;
- 19 • Damages, including statutory, and punitive damages where applicable;
- 20 • Restitution;
- 21 • Injunctive relief and order enjoining Amazon from continuing the unlawful
22 practices as set forth herein, and directing Amazon to remedy its violation by
23 complying with the requirements as set forth under Cal. Civ. Code § 1782(c),
24 including:
 - 25 ○ Identifying all consumers similarly situated, or making a reasonable effort
26 to identify such other consumers;

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- Notifying all consumers so identified that upon their request Defendant shall make the appropriate correction, repair, replacement, or other remedy of the goods and services;
- Requiring correction, repair, replacement, or other remedy requested by the consumers to be given in a reasonable time; and
- Ceasing immediately, or within a reasonable time, the unlawful methods, acts, or practices as stated herein;
- Attorney’s fees and costs; and
- Any other relief the Court may deem just and proper.

TRIAL BY JURY

78. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and hereby demands, a trial by jury.

Date: December 5, 2024

SWIGART LAW GROUP, APC

By: s/ Joshua B. Swigart
Joshua B. Swigart, Esq.
Josh@SwigartLawGroup.com

Attorneys for Plaintiff

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Mayra Romero

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

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

Swigart Law Group, APC, 2221 Camino del Rio S., Ste. 308, San Diego, CA 92108, 866-219-3343

DEFENDANTS

Amazon.com, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

'24CV2273 H MSB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- PTF DEF Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq. & Unfair Competition Law, Cal. Bus. & Prof. Code. Brief description of cause: Defendant is using unfair, misleading, and deceptive advertising practices in violation of the above statutes.

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

December 5, 2024

SIGNATURE OF ATTORNEY OF RECORD

Joshua Swigart

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JS 44 Reverse (Rev. 03/24)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.