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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN DIVISION**

JUSTIN CHAN, on behalf of himself	:	CASE NO. _____
and others similarly situated,	:	
13108 Two Farm Drive	:	
Silver Spring, MD 20904,	:	
	:	
Plaintiff,	:	COMPLAINT -- CLASS ACTION
	:	
v.	:	
	:	
LG ELECTRONICS USA INC., a New Jersey	:	
corporation,	:	
111 Sylvan Ave.	:	
Englewood Cliffs, NJ 07632,	:	
	:	
Defendant.	:	

**DECLARATORY AND PERMANENT INJUNCTIVE RELIEF REQUESTED
DEMAND FOR A JURY TRIAL**

Plaintiff, JUSTIN CHAN (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action against Defendant, LG ELECTRONICS USA INC. (“Defendant”), pursuant to, *inter alia*, New York General Business Law §§ 349 and 350. On personal knowledge, investigation of counsel, and on information and belief, Plaintiff alleges as follows:

NATURE OF ACTION

1. This case concerns a deceptively dangerous product and its manufacturer's inadequate recall efforts.

2. On February 6, 2025, Defendant and the U.S. Consumer Product Safety Commission ("CPSC") announced the recall of over 500,000 slide-in and freestanding electric ranges spanning 22 different model numbers.¹

3. The recall concerns the front-mounted knobs on the ranges, which can be activated by accidental contact by humans or pets, posing a fire hazard.

4. At the time of the recall, Defendant and the CPSC were aware of at least 86 reports of unintentional activation of the front-mounted knobs. *Id.* The recalled ranges have been involved in more than 28 fires, some of which caused extensive property damage totaling hundreds of thousands of dollars. *Id.* Burn injuries have also been reported, as well as three fires that involved pet deaths. *Id.*

5. Defendant and CPSC warned consumers to "use the Lock Out/Control Lock function on the range control panel to disable activation of the heating elements when the range is not in use." *Id.* Consumers were also warned to "keep children and pets away from the knobs, to check the range knobs to ensure they are off before leaving home or going to bed, and not to leave objects on the range when the range is not in use." *Id.*

6. Defendant's recall remedy is limited to instructing consumers to contact Defendant for a "free warning label and placement instructions." *Id.* The label "reminds consumers to use the Lock Out/Control Lock function" on the range anytime the range is not in use. *Id.*

¹ https://www.cpsc.gov/Recalls/2025/LG-Recalls-Electric-Ranges-Due-to-Fire-Hazard?utm_campaign=&utm_content=&utm_medium=email&utm_source=govdelivery&utm_term=20250207 (last visited February 21, 2025).

7. There is no dispute the subject ranges are defective and that customers who bought them did not get what they paid for.

8. And yet Defendant refuses to give customers any money back for these defective products. Instead, Defendant implemented a deficient recall that allows it to *say* they are doing the right thing, when in fact the primary objective is to protect their bottom line.

9. Every single day the range is in a consumer's home, Defendant expects the consumer to expend effort ensuring children and pets stay away from the knobs, checking the range knobs to ensure they are off, and avoid leaving objects on the range when it is not in use. Moreover, Defendant expects the consumer to lock out and unlock the range every time the consumer wishes to use one of the burners, and to remember to do so without fail. These are unreasonable demands to place on a consumer, and had consumers known about the defect at the time of purchase, they would not have made the purchase or would have paid less for the range.

10. What's more, the free warning label is useless to those consumers who no longer have the range or purchased a replacement because they experienced accidental activation of the burners and, therefore, such consumers are left without recourse.

11. By design, the recall received very little publication, with the result that the response rate has been low. An offer to provide a free warning label does little good when Defendant did the bare minimum possible to let people know about the recall. This approach benefits Defendant by minimizing the cost and burden of the recall.

12. Plaintiff Justin Chan files this class action lawsuit to seek all available relief to consumers, to raise awareness that Defendant's ranges are a hazard, and to encourage companies to take greater care in avoiding the production and sale of hazardous products in the first place.

PARTIES

13. Plaintiff is domiciled in Silver Spring, Montgomery County, Maryland. Plaintiff purchased an LG range, model number LSEL6331F, online from The Home Depot on February 13, 2023 while living and physically present in New York, New York County, New York.

14. Before purchasing the range, Plaintiff carefully reviewed the product details Defendant authored on Home Depot's website. The product details did not disclose the existence of the defect. The fact that the ranges are defective is material to Plaintiff. If Defendant's product details had disclosed the defect, then Plaintiff would not have purchased the range, or he would have purchased it on different terms. Further, Plaintiff experienced the defect at issue in this action—namely, the range's burners have been activated as a result of someone inadvertently brushing up against the sensitive knobs on the range. The product is devalued to Plaintiff as he is unable to use it for its essential purpose and core functionality without a litany of inconvenient precautions.

15. Defendant is a for-profit corporation organized under the laws of Delaware with its principal place of business and headquarters located at 111 Sylvan Ave., Englewood Cliffs, Bergen County, New Jersey 07632. It is engaged in the business of designing, manufacturing, producing, advertising, selling, and/or distributing the various types of appliances, including the ranges involved in the February 6, 2025 recall. Defendant develops and ships its products to purchasers, resellers, and distributors throughout the United States, and creates the website, specifications, and advertisements referring to their products in and/or disseminates them from New Jersey. Defendant operates an online retail store where its ranges are sold, which can be found at <https://lg.com/us/ranges>.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) because this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of interest and costs, and at least one member of the proposed class is citizen of a state different from Defendants.

17. This Court has personal jurisdiction over Defendant because it conducts substantial business and is headquartered in New Jersey. All relevant business decisions were made by Defendant in New Jersey. A substantial portion of the events giving rise to the claims alleged here occurred in this State.

18. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this District and because Defendant is headquartered in this District.

FACTUAL ALLEGATIONS

19. **Products at issue:** The LG ranges at issue in this case were and continue to be sold at Best Buy, Costco, The Home Depot, Lowe's, and other appliance stores nationwide and online starting in 2015 for between \$1,400 and \$2,650 depending on the model, discounts, or promotions. The recall involves the following models (collectively referenced as, the "Product"):

Model Number	Serial No. (From)	Serial No. (To)
LDE4411ST	607KMXXXXXXXX	807KMXXXXXXXX
LDE4413ST	506KMXXXXXXXX	408KMXXXXXXXX
LDE4413BD	606KMXXXXXXXX	901KMXXXXXXXX
LSE4611ST	607KMXXXXXXXX	206KMXXXXXXXX
LSE4611BD	704KMXXXXXXXX	704KMXXXXXXXX
LSE4613ST	510KMXXXXXXXX	106KMXXXXXXXX

LSE4613BD	604KMXXXXXXXX	106KMXXXXXXXX
LSEL6337D	102KMXXXXXXXX	304KMXXXXXXXX
LSEL6337F	102KMXXXXXXXX	312KMXXXXXXXX
LSEL6331F	201MMXXXXXXXX	312MMXXXXXXXX
LSEL6331F	310KMXXXXXXXX	312KMXXXXXXXX
LSEL6333F	107MMXXXXXXXX	311MMXXXXXXXX
LSEL6333F	308KMXXXXXXXX	312KMXXXXXXXX
LSEL6333D	107MMXXXXXXXX	312MMXXXXXXXX
LSEL6333D	309KMXXXXXXXX	312KMXXXXXXXX
LSEL6335D	102KMXXXXXXXX	312KMXXXXXXXX
LSEL6335F	102KMXXXXXXXX	312KMXXXXXXXX
LTE4815BM	802KMXXXXXXXX	001KMXXXXXXXX
LTE4815BD	802KMXXXXXXXX	207KMXXXXXXXX
LTE4815ST	801KMXXXXXXXX	205KMXXXXXXXX
LRE4215ST	601KMXXXXXXXX	903KMXXXXXXXX
LTEL7337F	206KMXXXXXXXX	312KMXXXXXXXX

20. **Defect at issue:** Per the CPSC, the Product's front-mounted knobs can be easily activated by accidental contact by humans or pets, posing a fire hazard

21. At the time of the recall, Defendant and the CPSC were aware of at least 86 reports of unintentional activation of the front-mounted knobs. The recalled ranges have been involved in more than 28 fires, some of which caused extensive property damage totaling hundreds of thousands of dollars. Burn injuries have also been reported, as well as three fires that involved pet deaths. Upon information and belief, countless consumers have experienced the Product's knobs activating a burner as a result of inadvertent contact with the knobs.

22. The defect affects all 500,000 of the aforementioned model numbers.

23. This is a defect in materials, workmanship, and/or design.

24. The cause of the defect is the same for all of the products at issue.

25. **Relevant time period:** All of the omissions at issue here were uniformly and consistently made at all times during the last four years, at least. There have been no material changes to the product details or other consumer facing materials during the relevant period.

26. **The omissions:** Defendant described and describes the products as the union between “style and convenience,” with “weighted knobs and glass touch controls” to help consumers “cook like a pro.” Exhibit A. However, Defendant failed and fails to disclose that due to a defect in the materials, workmanship, and/or design, users of the range were prone to experiencing accidental activation or burners. The defect results in an unreasonable risk of burn and property injury. This material fact was concealed and/or suppressed by Defendant.

27. The omission pertains to an unreasonable safety hazard that reasonable consumers consider to be material.

28. Plaintiff and class members would not have bought the Product, or would not have bought the Product on the same terms, if the defect had been disclosed. The materiality of the defect also is demonstrated by the existence of the recall.

29. Defendant did not disclose the defect in the product details for each Product it sold online, the product pages of its own website, the Products’ owner’s manuals, the product pages of other retailers who acted as Defendant’s agents, or in any other customer-facing document. To the extent Product was sold at brick-and-mortar locations, such as Best Buy, Costco, The Home Depot, or Lowe’s, sales personnel and customer service representatives did not disclose the defect and no other signage or labeling did either.

30. At the time of purchase, Plaintiff and class members did not know and did not have reason to know that the ranges were defective. Defendant had exclusive knowledge of that fact.

31. Defendant made partial representations to Plaintiff and class members, while suppressing the safety defect. Specifically, by describing the ranges features with language such as “convenient” and “pro,” the Products’ advertising materials implied that they were suitable as ranges, without disclosing that they had a critical safety-related defect related to their knobs and burners.

32. **Defendant’s pre-sale knowledge of the defect:** Defendant was aware of the defect at the time of sale.

33. Before the products were first launched, Defendant knew about the defect because of pre-release testing.

34. After launch, Defendant monitored a variety of sources of information to detect signs of defects. These sources of information include warranty claim data, customer complaints to Defendant, replacement part data, and field reports. Defendant knows that for every complaint made, there is a statistical likelihood that there were many more unreported incidents, and Defendant made projections about the likely manifestation rate and future warranty claims based on the number of known complaints.

35. The customer complaints about the ranges also would have put Defendant on notice of the defect and contributed to its pre-sale knowledge of the defect, because the defect is the same or substantially similar in all material respects. Defendant received 86 reports of unintentional activation, resulting in more than 28 fires, extensive property damage totaling hundreds of thousands of dollars, burn injuries, and at least three pet deaths. Upon information and belief, the number of reports about the defect was significant. The fact that so many owners made similar complaints indicated that the complaints were not the result of user error or anomalous incidents, but instead a systemic problem with the ranges’ knobs. The reports and complaints from owners

were similar enough to put Defendant on notice that the incidents described were the result of a defect, and that the ranges were experiencing unusually high levels of complaints

36. Defendant also monitored and would have known about consumer complaints to the CPSC. When a consumer posts a complaint on the CPSC website, all of the relevant information provided to the CPSC is automatically sent via email to the manufacturer and retailers. Monitoring complaints to the CPSC is standard industry practice that serves as an early warning mechanism to spot defects that cause safety hazards, and Defendant adheres to that practice.

37. In short, Defendant knew with certainty that the defect would manifest and continue to plague consumers who purchased the products at issue.

38. **No adequate remedy at law**: Plaintiff and members of the putative class are entitled to equitable relief because no adequate remedy at law exists.

39. Legal remedies are inadequate because they are not equally prompt and certain and in other ways efficient as equitable relief.

40. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff fails to sufficiently adduce evidence to support an award of damages.

41. Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the amount of money Defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Plaintiff seeks non-restitutionary disgorgement of profits in connection with her unjust enrichment claims.

42. Legal claims for damages are not equally certain as restitution because equitable claims entail few elements.

43. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

44. **The recall does not render this lawsuit moot:** The recall does not render this lawsuit moot because it does not provide all of the same relief available in this lawsuit.

45. Under the recall, Defendant will only provide a warning label for the range. No cash refunds are provided, partial or otherwise. This remedy is not viable and does nothing to address the diminished value of the range due to the defect. The functionality and convenience of the range is inferior to any other competing product which is free of the defect at issue. Not only are members of the putative class at risk of accidental burner activation at any time, Defendant expects them to remember to lock out and unlock the range every time they wish to use the range, and to constantly monitor the range to ensure children and pets do not come into accidental contact with the knobs. This is an unreasonable burden to place on an unwitting consumer.

46. Moreover, New York's General Business Law § 350 provides for statutory damages of \$500 per unlawful sale, which also is greater than made available under the recall.

47. The recall was only briefly publicized and in a very limited manner. Therefore, many eligible class members remain unaware of it, and the response rate has been low. The amount and reach of the publicity concerning the notice of recall was not comparable to the typical notice provided in a class action.

CLASS ACTION ALLEGATIONS

48. ***Class Definition:*** Plaintiff brings this action on behalf all people in the following classes and subclasses (collectively referred to as "Class Members"):

(a) Nationwide Class: all people in the United States who purchased a subject range.

(b) Multi-State Consumer Protection Class: all persons who purchased a subject range for personal, family, or household use: (1) in the states of Michigan, Minnesota, or New Jersey within the applicable statute of limitations; (2) in the state Missouri within the applicable statute of limitations; (3) in the states of California, Florida, Massachusetts, or Washington within the applicable statute of limitations; or (4) in the states of Illinois and New York within the applicable statute of limitations.

(c) New York Subclass: all people who purchased a subject range in New York.

49. Each of the above class definitions is a placeholder that “may be altered or amended before final judgment.” Fed. Civ. P. 23(c)(1)(C). Subject to additional information obtained through further investigation and discovery, the foregoing class definitions may be expanded or narrowed by amendment or in the motion for class certification, including through the use of multi-state subclasses to account for material differences in state law, if any.

50. Excluded from the putative classes are Defendant and any entities in which Defendant has a controlling interest, Defendant’s agents and employees, the judge to whom this action is assigned, members of the judge’s staff, and the judge’s immediate family. Also excluded are any claims for personal injury.

51. **Numerosity.** Members of the Classes are so numerous that their individual joinder herein is impracticable. On information and belief, each Class or Subclass includes thousands of consumers. According to the CPSC, consumers purchased 500,000 units of the subject ranges. The precise number of Class Members and their identities are unknown to the Plaintiff at this time but may be determined through discovery. Class Members may be notified of the pendency of this

action by mail and/or publication through the distribution records of Defendant, its agents, or other means.

52. ***Commonality and Predominance.*** Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members. Common legal and factual questions include, but are not limited to:

(a) Whether Defendant knew or should have known of the defect at issue in this case, and if so, when it discovered the defect;

(b) Whether knowledge of the defect at issue in this case would be important to a reasonable person, because, among other things, it poses an unreasonable safety hazard;

(c) Whether Defendant failed to disclose and concealed the existence of the defect from potential customers;

(d) Whether Defendant's conduct, as alleged herein, violates the consumer protection laws asserted here;

(e) With respect to the New York Subclass, additional questions of law and fact common to the members that predominate over questions that may affect individual members include whether Defendant violated the New York General Business Law § 349 and § 350.

53. ***Typicality.*** Plaintiff's claims are typical of the claims of the Classes in that Plaintiff and the Classes sustained damages as a result of Defendant's uniform wrongful conduct, based upon Defendant's failure to inform Plaintiff and all others similarly situated that the products at issue here can be dangerous.

54. ***Adequacy.*** Plaintiff will fairly and adequately protect the interests of Class members. Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Classes.

Plaintiff has no interests that are antagonistic to those of the Classes. Plaintiff has no past or present financial, employment, familial, or other relationship with any of the attorneys in this case that would create a conflict of interest with the proposed class members.

55. ***Superiority***. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of individual actions are economically impractical for members of the Classes; the Classes are readily definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs, conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action permits claims to be handled in an orderly and expeditious manner.

56. Without a class action, Defendant will continue a course of action that will result in further damages to the Plaintiff and Members of the Classes and will likely retain the benefits of its wrongdoing.

FIRST CAUSE OF ACTION
Violations of New York General Business Law § 349

57. Plaintiff repeats her prior allegations of this Complaint from paragraphs 1-57 and incorporates them by reference herein.

58. Plaintiff brings this cause of action individually and on behalf all other class members in the Multi-State Consumer Protection Class and the New York Subclass.

59. New York's General Business Law § 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce.

60. In its sale of goods throughout the State of New York, Defendant conducts business and trade within the meaning and intendment of New York's General Business Law § 349.

61. Plaintiff and members of the Multi-State Consumer Protection Class and the New York Subclass are consumers who purchased the ranges from Defendant for their personal use.

62. By the acts and conduct alleged herein, Defendant engaged in deceptive, unfair, and misleading acts and practices, which include, without limitation, misrepresenting that the ranges (a) would not contain a dangerous defect and (b) are generally recognized as safe for use. Defendant intentionally concealed and omitted material facts regarding the true nature of the ranges.

63. The foregoing deceptive acts and practices were directed at consumers.

64. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the characteristics and quality of the ranges to induce consumers to purchase the same.

65. By reason of this conduct, Defendant engaged in deceptive conduct in violation of New York's General Business Law.

66. Defendant's actions are the direct, foreseeable, and proximate cause of the damages Plaintiff and members of the Multi-State Consumer Protection Class and the New York Subclass have sustained from having paid for and used Defendant's products.

67. As a result of Defendant's violations, Plaintiff and members of the Multi-State Consumer Protection Class and the New York Subclass have suffered damages because: (a) they would not have purchased the ranges on the same terms if they knew that the ranges had a dangerous defect; (b) they paid a premium price greater than the amount offered in the Recall; and (c) the ranges do not have the characteristics, uses, benefits, or qualities as promised.

68. On behalf of herself and other members of the Multi-State Consumer Protection Class and the New York Subclass, Plaintiff seeks to recover her actual damages or fifty dollars, whichever is greater, three times actual damages, and reasonable attorney fees.

SECOND CAUSE OF ACTION
Violations of New York General Business Law § 350

69. Plaintiff repeats her prior allegations of this Complaint from paragraphs 1-69 and incorporates them by reference herein.

70. Plaintiff brings this cause of action individually and on behalf all other class members in the Multi-State Consumer Protection Class and the New York Subclass.

71. New York's General Business Law § 350 prohibits false advertising in the conduct of any business, trade, or commerce.

72. Pursuant to said statute, false advertising is defined as "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect."

73. Based on the foregoing, Defendant engaged in consumer-oriented conduct that is deceptive or misleading in a material way which constitutes false advertising in violation of New York's General Business Law § 350.

74. Defendant's false, misleading, and deceptive statements and representations of fact were and are directed toward consumers. Defendant also actively concealed and knowingly admitted material facts regarding the true nature of the ranges.

75. Defendant's false, misleading, and deceptive statements and representations of fact and omissions were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

76. Defendant's false, misleading, and deceptive statements and representations of fact and omissions have resulted in consumer injury or harm to the public interest.

77. As a result of Defendant's false, misleading, and deceptive statements and representations of fact, and omissions, Plaintiff and the members of the Multi-State Consumer Protection Class and the New York Subclass have suffered and continue to suffer economic injury.

78. As a result of Defendant's violations, Plaintiff and members of the Multi-State Consumer Protection Class and the New York Subclass have suffered damages due to said violations because: (a) they would not have purchased the ranges on the same terms if they knew that the ranges had a dangerous defect and are not safe for use; (b) they paid a premium price in an amount greater than the amount offered in the Recall; and (c) the ranges do not have the characteristics, uses, benefits, or qualities as promised.

79. On behalf of herself and other members of the Multi-State Consumer Protection Class and the New York Subclass, Plaintiff seeks to recover her actual damages or five hundred dollars, whichever is greater, three times actual damages, and reasonable attorney fees.

THIRD CAUSE OF ACTION
Unjust Enrichment

80. Plaintiff repeats her prior allegations of this Complaint from paragraphs 1-80 and incorporates them by reference herein.

81. Plaintiff brings this cause of action individually and on behalf all other Class Members.

82. To the extent required, Plaintiff asserts this cause of action in the alternative to legal claims, as permitted by Rule 8.

83. The unjust enrichment claims are premised on Defendant's pre-sale activities and are unrelated to their post-sale obligations to provide repairs and/or refunds.

84. Plaintiff and the Class Members conferred a benefit on Defendant in the form of the gross revenues Defendant derived from the money Plaintiff and Class Members paid to Defendant.

85. Defendant knew of the benefit conferred on it by Plaintiff and the Class Members.

86. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and the Class Members' purchases of the products, which retention of such revenues under these circumstances is unjust and inequitable because Defendant omitted that the products were dangerous. This caused injuries to Plaintiff and class members because they would not have purchased the products or would have paid less for them if the true facts concerning the products had been known.

87. Defendant accepted and retained the benefit in the amount of the gross revenues derived from sales of the products.

88. Defendant has profited by retaining the benefit under circumstances which would make it unjust for Defendant to retain the benefit.

89. Plaintiff and the Class Members are, therefore, entitled to restitution in the form of the revenues derived from Defendant's sale of the ranges.

90. As a direct and proximate result of Defendant's actions, Plaintiff and Class Members have suffered in an amount to be proven at trial.

91. Putative Class Members have suffered an injury in fact and have lost money as a result of Defendant's unjust conduct.

92. Putative Class Members lack an adequate remedy at law with respect to this claim and are entitled to non-restitutionary disgorgement of the financial profits that Defendant obtained because of its unjust conduct.

FOURTH CAUSE OF ACTION
Fraud by Omission / Intentional Misrepresentation

93. Plaintiff repeats her prior allegations of this Complaint from paragraphs 1-93 and incorporates them by reference herein.

94. Plaintiff bring this cause of action individually and on behalf all other Class Members.

95. This claim is based on fraudulent omissions concerning the safety of consumers who use and/or purchase the ranges. As discussed above, Defendant failed to disclose that the ranges have a dangerous defect.

96. The false and misleading omissions were made with knowledge of their falsehood. Defendant is a nationwide manufacturer and distributor who knew of reports of the ranges' defective and dangerous nature. Nonetheless, Defendant continued to sell its devalued and dangerous ranges to unsuspecting consumers.

97. The false and misleading omissions were made by Defendant, upon which Plaintiff and Class Members reasonably and justifiably relied, and were intended to induce and actually induced Plaintiff and Class Members to purchase the ranges.

98. The fraudulent actions of Defendant caused damage to Plaintiff and Class Members, who are entitled to damages and punitive damages.

99. Plaintiff seeks all relief available under this cause of action.

FIFTH CAUSE OF ACTION
Negligent Misrepresentation

100. Plaintiff repeats her prior allegations of this Complaint from paragraphs 1-100 and incorporates them by reference herein.

101. Plaintiff brings this cause of action individually and on behalf of all other Class Members in the alternative to her intentional misrepresentation claim (Count IV).

102. As alleged more fully above, Defendant negligently made false representations and material omissions of fact to Plaintiff and Class Members concerning the safety of consumers who use and/or purchase the ranges.

103. The representations were false and/or omissions were material.

104. When Defendant made these misrepresentations and omissions, it knew they were false and material at the time it made them and/or acted negligently in making the misrepresentations and omissions.

105. Defendant intended that Plaintiff and Class members rely on these representations and omissions and Plaintiff and Class Members read and reasonably relied on them.

106. Class-wide reliance can be inferred because Defendant's misrepresentations and omissions were material, *i.e.*, a reasonable consumer would consider them important in deciding whether to buy one of the ranges.

107. Defendant's misrepresentations and omissions were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class Members.

108. Plaintiff and the Class were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased the ranges if they had known that the representations were false, and/or (b) they overpaid for the ranges because the products were sold at a price premium due to the misrepresentation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed class, prays for the following relief:

A. For an order certifying the classes alleged in this complaint, naming Plaintiff as the representative of the classes, and naming Plaintiff's counsel as Class Counsel to represent the classes;

B. For an order declaring Defendant's conduct violates the statutes and common law referenced herein;

- C. For an order finding in favor of Plaintiff and class members on all counts asserted herein;
- D. For an award of injunctive or other equitable relief as is necessary to protect the interests of Plaintiff and the class members, including, *inter alia*, an order prohibiting Defendant from engaging in the unlawful acts described above;
- E. For actual, compensatory, statutory, nominal, and/or punitive damages in amounts to be determined by the Court and/or jury;
- F. For prejudgment interest on all amounts awarded;
- G. For an order of restitution and all other forms of equitable monetary relief; and
- H. For an order awarding Plaintiff and class members their reasonable attorney fees, expenses, and costs of suit.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff requests a jury trial on all issues so triable.

Dated: February 24, 2025

Respectfully submitted,

SMITH KRIVOSHEY, PC

s/ Joel D. Smith

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*Attorneys for Plaintiff
and the Proposed Class*


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... / Appliances / Ranges / Electric Ranges / Single Oven Electric Ranges

Internet # 315867506 Model # LSEL6331F Store SKU # 1007754685 Store SO SKU #1006263635

Customers Also Viewed

 <p>LG 30 in. 6.3 cu. ft. Smart Electric Range with Fan Convection, Air Fry & EasyClean in PrintProof Stainless Steel</p> <p>★★★★☆ (3.7 / 315)</p> <p>\$1,049⁰⁰ Was \$1,649.00</p>	 <p>LG 30 in. 6.3 cu. ft. 5 Burner Element Slide-In Electric Range in PrintProof Stainless Steel w/ Instaview, Air Fry, ProBake</p> <p>★★★★☆ (4 / 474)</p> <p>\$1,199⁰⁰ Was \$1,999.00</p>	
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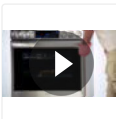
< 1/6 >

LG
30 in. 6.3 cu. ft. Single Oven Slide-In Electric Range with 5 Burner Elements in Stainless Steel

★★★★☆ (102) Questions & Answers (71)



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Recommended suggested payments with 12 months financing apply here

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Pickup

Unavailable

Delivery

Earliest delivery date
Wednesday, Feb 26

Need to schedule your appliance delivery?
 Select your delivery date in checkout
Delivery cost applied in cart.

Add to Cart

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Complete Your Kitchen

<p style="background-color: #f0f0f0; padding: 5px; text-align: center; font-weight: bold;">CURRENT ITEM</p> <div style="border: 1px solid #ccc; padding: 5px; margin-top: 5px;"> <p style="font-size: 20px; font-weight: bold; margin: 0;">\$949⁰⁰</p> <p style="font-size: 12px; margin: 0;">Was \$1,299.00</p> <p style="font-size: 14px; margin: 0;">★★★★☆ (102)</p> <p style="font-weight: bold; margin: 0;">LG</p> <p style="font-size: 10px; margin: 0;">30 in. 6.3 cu. ft. Single Oven Slide-In Electric Range with 5 Burner Elements in Stainless Steel</p> </div>	+	<p style="text-align: center; font-weight: bold;">Matching Microwave</p> <div style="border: 1px solid #ccc; padding: 5px; margin-top: 5px;"> <p style="font-size: 20px; font-weight: bold; margin: 0;">\$249⁰⁰</p> <p style="font-size: 12px; margin: 0;">Was \$499.00</p> <p style="font-size: 14px; margin: 0;">★★★★☆ (863)</p> <p style="font-weight: bold; margin: 0;">LG</p> <p style="font-size: 10px; margin: 0;">1.8 cu. ft. 30 in. W Smart Over the Range Microwave Oven with EasyClean in PrintProof Stainless Steel 1000-Watt</p> </div>	=	<p style="font-size: 14px; margin: 0;">Price for Bundle:</p> <p style="font-size: 36px; font-weight: bold; margin: 0;">\$1,198⁰⁰</p> <p style="font-size: 12px; margin: 0;">Was \$1,738.00 Save \$540.00 (31%)</p> <div style="border: 1px solid orange; padding: 5px; text-align: center; margin-top: 10px;"> <p style="color: orange; font-weight: bold; margin: 0;">Add Bundle to Cart</p> </div>
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Product Details ^

About This Product

Style and convenience unite. With its weighed knobs and glass touch controls, you can look and feel like a pro cooking with this range. The large capacity oven lets you cook bigger meals with ease while its dual cooktop elements fit different sized cookware for convenience - even your largest saute pan. ThinQ technology lets you control the oven remotely and ThinQ Care sends maintenance tips and alerts. The sleek, slide-in design enhances the style of your kitchen, and the 10-minutes EasyClean cycle helps keep your oven looking like new.

Highlights

- Extend the original 1 year to 2 YEARS at no additional cost (up to \$185 value).
- Slide-in design creates a premium, and sleek custom built-in look
- EasyClean helps keep the inside of your oven looking like new with this 10-minutes feature- the fastest available
- Use the ThinQ app to start the oven, set timers and check on dinner from anywhere

View Full Details

or cook for all
 en bottom that's easier to clean

- 2 Versatile cook top elements, you can use the right cookware for your food
- Beautiful, easy-to-clean finishes are fingerprint and smudge resistant
- Get inspired and expand your menu with partner apps that can send cooking times and temps to the range
- Brilliant blue interior provides an upscale look with premium interior design
- Sleek SmoothTouch glass controls for easy operation and cleaning
- Super-sized window allows you to easily check the progress of a meal no matter where it's placed in the oven
- Convenient drawer offers room to store all your kitchen necessities in style
- **ThinQ Care, now within the ThinQ app - get proactive smart alerts delivered right to your smartphone to help you understand your appliance needs, avoid any potential problems, and keep your LG appliances running at their best for years on end**
- [Click here to shop more LG ranges](#)
- [Click here to shop for more LG products](#)
- [Click here for more information on Electronic Recycling Programs](#)
- California residents [see Prop. 65 WARNINGS](#)

Product Information

Internet # 315867506
 Model # LSEL6331F
 Store SKU # 1007754685
 Store SO SKU #1006263635

Additional Resources

[Shop All LG](#)

From the Manufacturer

- [Specification](#)
- [Product Brochure](#)
- [Warranty](#)
- [Use and Care Manual](#)
- [Troubleshooting Guide](#)
- [Instructions / Assembly](#)
- [Installation Guide](#)
- [Full Product Manual](#)

Specifications ▼


Dimensions: H 37.25 in, W 29.88 in, D 29.22 in

Questions & Answers ▼

71 Questions

Customer Reviews ▲

3.7 out of 5 (102)



Ask about this product

Get an immediate answer with AI

Get an Answer

AI-generated from the text of manufacturer documentation. To verify or get additional information, please contact The Home Depot customer service.

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CLEAN WITH JUST WATER

Experience the Easiest-to-Clean Electric Cooktop Coating*

*when compared with uncoated cooktop with same heating technology at similar wattages

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What We Offer



Delivery Services

We offer move or haul away services, and installation on most appliances when you purchase required parts.

[Installation Requirements](#)



The Home Depot Protection Plan

Get 24/7 support and our 3-day Service Guarantee

[Plan Coverage and Details](#)



48-Hour Return Policy

You can return your appliance for damages and defects within 48 hours.

[Return Policy](#)



Price Match Guarantee

We will match prices including shipping of any other online competitor.

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Delivery and Installation



Home Depot Electric Range Delivery & Installation

This video will walk you through the simple steps you must take in order to ensure a successful delivery and installation of your new Electric Range from The Home Depot.

[LEARN MORE ABOUT DELIVERY & INSTALLATION](#)

Please ensure the following prior to delivery:

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- Verify that your outlet type matches the approved types shown above
- Empty & unplug your old appliance

More to Explore

Sponsored



Whirlpool
30 in. 5-Burners Smart Slide-In Electric Range in Fingerprint...

★★★★☆ (2.4 / 13)

\$1,298⁰⁰
Was ~~\$2,149.00~~
Save \$851.00 (40%)

Add to Cart



Whirlpool
30 in. 5-Burners Smart Slide-In Electric Range in Black-on...

★★★★☆ (2.4 / 13)

\$1,398⁰⁰
Was ~~\$2,249.00~~
Save \$851.00 (38%)

Add to Cart

< 1/1 >

Compare Similar Items

CURRENT ITEM



LG
30 in. 6.3 cu. ft. Single Oven Slide-In Electric Range with 5 Burner Elements in Stainless Steel

★★★★☆ (3.6 / 102)

\$949⁰⁰
Was ~~\$1,299.00~~



Samsung
Bespoke 30 in. 6.3 cu.ft. 5 Burner Element Smart Slide-In Electric Range w/ Air Sous Vide & AirFry in Stainless Steel

★★★★★ (4.5 / 67)

\$998⁰⁰
Was ~~\$1,999.00~~



LG
6.3 cu. ft. Smart 4 Element Induction Slide-In Range with Convection, Air Fry and EasyClean, PrintProof Stainless Steel

★★★★☆ (4.1 / 8)

\$1,399⁰⁰
Was ~~\$1,799.00~~



KitchenAid
6.4 cu. ft. 5 Burner Element Slide-In Electric Range with Self-Cleaning Convection Oven in Stainless Steel

★★★★☆ (4.1 / 1403)

\$1,698⁰⁰
Was ~~\$2,599.00~~

Cooktop Surface Type

Glass Top

Glass Top

Glass Top

Glass Top

[View Full Details](#)

Self Cleaning	Self Cleaning	Self Cleaning	Self Cleaning
Oven Features			
Standard Features Only	Broiler in Oven, Delay Bake/Delay Start, Fingerprint Resistant, Hidden Controls, Oven Light, Sabbath Mode, Safety Lock, Wi-Fi Enabled	Broiler in Oven, Fingerprint Resistant, Oven Light, Sabbath Mode, Safety Lock, Wi-Fi Enabled	Standard Features Only
Capacity of Oven (cu. ft.)			
6.3 cu ft.	6.3 cu ft.	6.3 cu ft.	6.4 cu ft.
Number of Elements			
5 element	5 element	4 element	5 element

More from LG

All Items Over-the-Range Microwaves Built-In Dishwashers French Door Refrigerators Smart Refr < >



LG
1.8 cu. ft. 30 in. W Smart Over the Range Microwave Oven with EasyClean in PrintProof Stainless Steel 1000-Watt

★★★★★ (4.3 / 863)

\$249⁰⁰
Was ~~\$499.00~~

Add to Cart



LG
24 in. Top Control Standard Dishwasher with QuadWash in Stainless Steel

★★★★★ (3.8 / 3379)

\$548⁰⁰
Was ~~\$699.00~~

Add to Cart



LG
27 cu. ft. Smart Counter-Depth MAX French Door Refrigerator with Internal Water Dispenser in PrintProof Stainless Steel

★★★★★ (4.4 / 1061)

\$1,599⁰⁰
Was ~~\$2,299.00~~

Add to Cart



LG
28 cu. ft. 4-Door French Door Smart Refrigerator with Ice and Water Dispenser in PrintProof Stainless Steel

★★★★★ (4 / 3734)

\$1,799⁰⁰
Was ~~\$2,599.00~~

Add to Cart



LG
Smart 30 in. W 2 cu. ft. Range Microwave with EasyClean 1,050-Watt PrintProof Stainless Steel

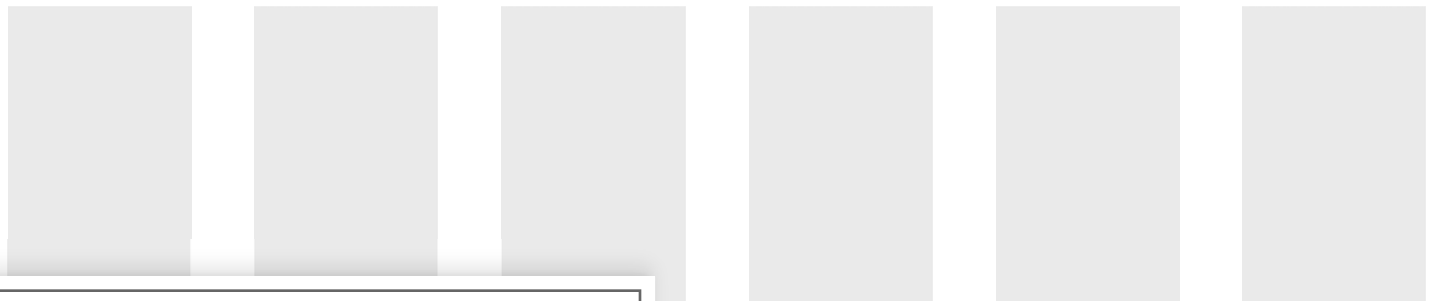
★★★★★ (4.5 / 1138)

\$299⁰⁰
Was ~~\$479.00~~

Add to Cart

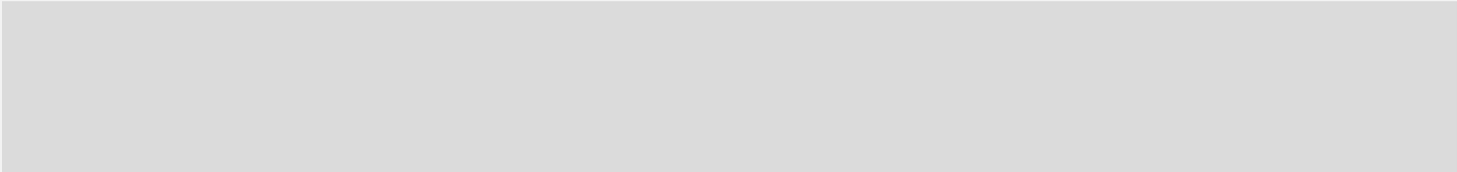
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Loading Recommendations



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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



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Explore top Presidents' Day appliance deals with 20-55% off [Shop Top Deals](#)



Search LG

4020

30" Slide-In Electric Range - 6.3 cu. ft. - LSEL6331F

\$999.00

~~\$300.00 OFF~~ ~~\$1,299.00~~

[Notify Me](#)

LSEL6331F

6.3 cu ft. Smart Wi-Fi Enabled Electric Slide-in Range with EasyClean®

★★★★☆ 3.3 (50) [Write a review](#)

\$999.00

~~\$300.00 OFF~~ ~~was \$1,299.00~~



\$41.63/mo* suggested payments with 24 months* financing.

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Members earn 1,499 points

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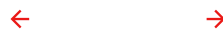
< 1/4 >

PREMIUM CARE DISCOUNT **TOP DEAL** **FREE INSTALLATION**




Feedback

GET 10% OFF



All Specs

- ThinQ Offer: Get an extra 1-year limited warranty (up to \$185 value) through 12/31/24. Terms apply^φ
- Get the ThinQ[®] app to access smart features and ThinQ Care[™] alerts
- 5 electric radiant elements for all your cooking needs
- 2-in-1 dual elements let you adjust the size to accommodate different sizes of cookware
- SmoothTouch[®] Glass Controls offer easy operation with the touch of a finger
- Speed clean your oven with our 10-Minute EasyClean[®] cycle or use self-clean for a deep clean

 Shipping to 40201

Unfortunately, at this time we don't ship this product to 40201

Notify Me

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Bundle with eligible appliances with up to \$1000 off

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VALID THROUGH 4/25/25

Extend your limited warranty from 1 year to 2 w/ eligible appliances

[Learn More](#)



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Delivery to your room of choice. Schedule your appointment during checkout. Next day available in select areas.



Features and specs

- Performance
- Design
- Convenience
- All Specs



Feedback



Flexible 2-in-1 Elements

LG offers versatile elements that fit different sized cookware for convenience – even your largest sauté pan.

Reviews

Rating Snapshot

Select a row below to filter reviews.



Overall Rating

3.3 50 Reviews

Review this Product



*Includes reviews for current and predecessor models of the same LG product line. Options and features on predecessor models may vary. You must be logged into your MyLG account to leave a review.

Average Customer Ratings

Feedback

Quality

3.4

Features

3.6

Value

3.6

Customer Images and Videos



Filter Reviews

Search topics and reviews

Rating

I've owned this product for

Primary reason I chose LG

Locale

1 - 3 of 50 Reviews

Sort by Most Recent



The selection panel is difficult to see.

Slide n Range

A MONTH AGO

I'm disappointed with the display. There is no back light on the panel to select your command.

Helpful? (1) (0) Report

Response from LG Electronics:
30 DAYS AGO

LG
Hi there! Thank you for sharing your experience with the LG LSEL6331F. We appreciate your feedback and understand how important a back light panel is for ease of use. This is important to us for our product and services improvement. -Shae

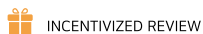
0 Comments

Add Comment



Scary to use

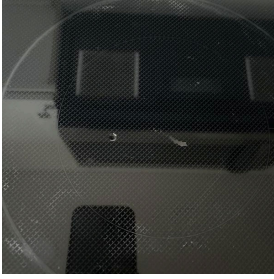
peatubi



Feedback

2 MONTHS AGO

We got it brandnew and we only use it less than a month and it is already chipped



Helpful? (1) (0) Report

Quality	1.0
Features	1.0
Value	1.0

Response from LG Electronics:
2 MONTHS AGO

LG Digital Care Team

Hey there! You should always feel at ease whenever you're using the cooktop on your LG range. So we can help make that happen, please send us a private message on social media at @LGUSupport with your contact details and model number. We're ready to look into this further with you! *Josh

0 Comments

Add Comment



***BUYER BEWARE* Dangerous malfunction new stove**

Matt215

4 MONTHS AGO


We bought this stove about 4 months ago new off the LG website. We are extremely unsatisfied and would not recommend this stove. It is dangerous and is does not work. When you adjust the burners from high heat to low heat, the stove top often times does not adjust. It STAYS ON HIGH HEAT for over a minute and sometimes DOESN'T ADJUST until you turn the entire element off and start again. This is EXTREMELY DANGEROUS. It burns food and you have to constantly monitor the stove to make sure it doesn't burn your food or cause any other damage. When the dials are turned to the lower levels like 4 it inconsistently turns on high heat. The lower level dials are too hot. Sometimes when you turn it to the lower on at the lower levels it will decide to turn on high heat for no reason. Also just after 4 months of use one of the elements WON'T EVEN TURN ON. A new stove that has this many issues after just 4 months requires a complete refund. We have called once and they only offer a repair. This is 100% unacceptable. If LG sells a defective stove, it's not on the buyers to deal with repairs this early in the lifespan of an appliance. I am going to advocate for a full refund because I do not want to deal with LG appliances ever again. We are a busy family of full-time working parents with toddlers and elders in the home. We do not have time to deal with a defective stove and poor customer service.

Helpful? (5) (1) Report

Quality

Feedback

Features 1.0
Value 1.0

 Response from LG Electronics:
4 MONTHS AGO

LG Digital Care Team

Hello! We want to thank you for sharing your story with us. Your safety is our top priority, and we want to work with you in a one-on-one conversation to get to the bottom of this and find out what we can do to ensure you're taken care of. If you contact us on social media at @LGUSupport, we will gladly assist you in finding a solution. We are grateful to have you as part of the LG family, and we are dedicated to making sure you are well taken care of. Remember, we are always here to help. ^ Diego

0 Comments

Add Comment

1 – 3 of 50 Reviews



Review Highlights

Pros

Product Features 7 reviews

"LG has a beautiful design with many easy to use features."
(Full review)

Satisfaction 5 reviews

"I loved the look of this stove/oven and the price was amazing also!"
(Full review)

Cleaning 3 reviews

"The oven is easy to wipe clean." (Full review)

Cons

Disappointing 4 reviews

"I'm disappointed with the display." (Full review)

Timer 3 reviews

"However, I was extremely disappointed the first and I went to use the oven." (Full review)

Questions

Ask a question

1–8 of 8 Questions

Sort by: ▼

Feedback

Bob Rh · 7 months ago

Is this appliance ADA approved?

1 answer

Answer this Question

LG Digital Care · 7 months ago

Hello, Bob Rh.

The LG 6.3 cu Ft. Smart Wi-Fi Enabled Electric Slide-in Range with EasyClean®, Model # LSEL6331F, is not an ADA-compliant range oven...^Ivan.

Helpful? Yes · 0 No · 0

Kspdlg · 11 months ago

Oven light turns on manually, but not when oven door is opened.

1
answer

LG Digital Team · 11 months ago

Hey there! We appreciate you asking us this question. The oven light turns on when you open the oven door or when you manually turn on the light using the control panel. If you have any questions, please send us a private message on social media @LGUSSupport with your contact details, model, and serial number. ^Anthony

Helpful? Yes · 0 No · 0

bluemonkey · 11 months ago

LSEL6331 Range Is it possible to purchase additional Standard Racks?

1
answer

LG Digital Team · 11 months ago

Hi there! We assume you're referring to the two shelves on this LSEL6331F. They are MHL63411409 and MHL63411412. You can purchase these parts through <http://spr.ly/6421wUdrN>. ^Anthony

Helpful? Yes · 0 No · 0

bburg1977 · 11 months ago

what pans are recommended for use with the range? I don't want to scratch it.

1
answer

LG Digital Team · 11 months ago

Hi there! The cookware material determines how quickly and evenly heat is transferred from the surface elements to the pan bottom. The most popular materials available are Aluminum, Copper, Stainless Steel, Cast Iron, Porcelain-enamel on metal, and glass. For a more detailed cookware recommendation, please refer to page 35 of the owner's manual. A link to a digital copy can be found at the link below. We're happy to help! ^Chris
<http://spr.ly/6425Z6stT>

Helpful? Yes · 0 No · 0

Anonymous · a year ago

Is the LSEL6331F available in black?

1
answer

Feedback

Answer this Question

LG Digital Team · a year ago

Hey Gus, no this model is not available in black at this time. ~Tegan

Helpful? Yes · 0 No · 0

ATX Mom · a year ago

What are the interior oven dimensions, measured from the front of the convection fan?

1 answer

Answer this Question

LG Digital Team · a year ago

The overall depth including the handle is 29.21". ~Tanisha

Helpful? Yes · 0 No · 1

Sharon from Oregon · 2 years ago

Why do the panel on my LG oven not light up. I cannot see the controls

1 answer

Answer this Question

Chris_Eric · a year ago

Hi Sharon, we appreciate the feedback as the control panel does not have a lighted feature. We're aware and are looking to incorporate a lighted control panel into future generation models. In the meantime, please feel free to leave your feedback here: <https://www.lg.com/us/support/feedback>. ^Chris

Helpful? Yes · 0 No · 0

Anonymous · 3 years ago

What is the difference between the LSEL6331F range and the LSEL6333F RANGE and the LSEL5335F RANGE?

1 answer

Answer this Question

Ivanf · 3 years ago

Please use the 'Add to Compare' function on the product detail page for the range ovens that you are looking to compare on our site at <https://www.lg.com/us/electric-ranges>. Each range oven model has its own product detail page on our site and there is an 'Add to Compare' check box that you can check to add as many range ovens as you want for a side-by-side comparison...^Ivan

Feedback

Helpful? **Yes · 0** **No · 4** **Report**

For owners



Warranty Information



Register Your Product



Other Support Options



Manuals and Downloads



Help Library



Request a Repair

You might also like

Feedback



LSEL6333F

6.3 cu ft. Smart Wi-Fi Enabled Fan Convection Electric Slide-in Range with Air Fry & EasyClean®



\$1,199.00

~~\$1,649.00~~ **\$450.00 OFF**

Notify Me

Compare



Discover the 6.3 cu ft. Smart Wi-Fi Enabled Electric Slide-in Range with EasyClean®.

¹Available on select LG smart appliances

²Participating products vary. Refer to ThinQ app for details

³Heavy build-up may require additional manual effort or use the full self-clean feature.

†Purchase an eligible LG Range and LG Microwave in a single transaction on <http://LG.com> and receive instant additional savings of \$200. Available only on <http://LG.com> 06/30/24 – 12/31/24. Savings will be reflected in the cart when all offer requirements are met. If any of the qualifying items are removed from the cart or part of the order is cancelled or returned, the promotional savings will be void. Prices and offers are non-redeemable for cash and non-transferable. This offer may be combined with other special programs or offers.

Eligible Range Models: LTEL7337D, LTEL7337F, LSIL6336F, LSIL6334FE, LSIL6332FE, LSIL6332TE, LSEL6337F, LSEL6335D, LSEL6335F, LSEL6333D, LSEL6333F, LSEL633CF, LSEL6331F, LTGL6937D, LTGL6937F, LSDL6336F, LSGL6337F, LSGL6335D, LSGL6335F, LSGL5833D, LSGL5833F, LSGL583CF,

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 DEFENDANTS
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)

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

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Grid containing categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

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: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- I. **(b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- I. **(c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.
 - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 - Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related 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.