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*Attorneys for Plaintiff*

Nora Jo Borowsky

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

NORA JO BOROWSKY, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

HAMILTON BEACH BRANDS HOLDING  
COMPANY and HAMILTON BEACH  
BRANDS, INC.

Defendants.

Case No.: 3:25-CV-02364

**CLASS ACTION COMPLAINT FOR  
VIOLATIONS OF:**

- 1. THE SONG BEVERLY CONSUMER  
WARRANTY ACT.; AND**
- 2. CALIFORNIA'S UNFAIR  
COMPETITION LAW, BUS. &  
PROF. CODE §§ 17200 ET SEQ.**

**JURY TRIAL DEMANDED**

## **INTRODUCTION**

1. Plaintiff Nora Jo Borowsky (“Plaintiff”), on behalf of herself and others similarly situated, brings this class action suit against Hamilton Beach Brands Holding Company and Hamilton Beach Brands, Inc. (“Defendants”), for violations of California’s Song Beverly Consumer Warranty Act (“SBA”), Cal. Civ. Code §§ 1790, *et seq.*; and California’s Unfair Competition Law (“UCL”), Cal. Bus & Prof. Code §§ 17200, *et seq.*

2. Defendants manufacture consumer goods which are advertised and accompanied by express warranties. The SBA explicitly requires that “[a] manufacturer, distributor, or retail seller shall not make an express warranty with respect to a consumer good that commences earlier than the date of delivery of the good.”<sup>1</sup> However, Defendants commence their express warranties on the date of *purchase*, not on the date of *delivery*, as required by the SBA.

3. As a result of this unlawful and deceitful business practice, consumers who receive their goods after the date of purchase, such as online shoppers, do not receive the full benefit of their warranty. These consumers are short-changed the full value of their warranties. Furthermore, Defendants unfairly benefit by saving themselves the added time and expense that would be required to properly track and administer their warranties were they to commence on the date of delivery.

4. Through this action, Plaintiff seeks injunctive relief, damages, and restitution based on Defendants’ unlawful and unfair conduct.

## **PARTIES**

5. Plaintiff is, and at all times mentioned herein was, an individual residing in the County of Marin, California.

6. Plaintiff is a purchaser of Defendants’ Hamilton Beach Easy Reach 4-Slice Countertop Toaster Oven (the “Product”).

7. Defendant Hamilton Beach Brands Holding Company is a Delaware Corporation with a principal place of business in Glen Allen, Virginia, that does continuous and substantial business

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<sup>1</sup> Cal. Civ. Code § 1793.01

1 throughout the state of California, including in the Northern District of California.

2 8. Defendant Hamilton Beach Brands, Inc. is a Delaware Corporation with a principal place of  
3 business in Glen Allen, Virginia, that does continuous and substantial business throughout the  
4 state of California, including in the Northern District of California.

5 9. At all relevant times, Defendants were engaged in the business of marketing, supplying, and  
6 selling its products, including the Product purchased by Plaintiff, to the public directly, and  
7 through a system of marketers, retailers and distributors.

8 10. All acts of employees of Defendants as alleged were authorized or ratified by an officer,  
9 director, or managing agent of the employer.

10 **JURISDICTION AND VENUE**

11 11. Subject matter jurisdiction of this Court arises pursuant to 28 U.S.C. § 1332, as amended by the  
12 Class Action Fairness Act of 2005. Subject matter jurisdiction is proper because: (1) the amount  
13 in controversy in this class action exceeds five million dollars (\$5,000,000), excluding interest  
14 and costs; (2) there are more than one-hundred Class members; (3) at least one member of the  
15 Class is diverse from the Defendants; and (4) Defendants are not government entities.

16 12. Personal jurisdiction of this Court arises pursuant to specific jurisdiction. Defendants conduct  
17 business in the County of Marin, State of California; and, Plaintiff was injured in the County of  
18 Marin where Plaintiff resides.

19 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of events and  
20 injury giving rise to Plaintiff's claims occurred in or originated from this District.

21 **FACTUAL ALLEGATIONS**

22 14. On January 9, 2025, Plaintiff purchased Defendants' Product online from Amazon.com for  
23 \$59.99 plus tax, to be delivered to her home in Novato, California.

24 15. The Product was delivered to Plaintiff on January 11, 2025.

25 16. The Product's express limited warranty states: "This product is warranted to be free from defects  
26 in material and workmanship for a period of ... one (1) year from the date of original *purchase*."  
27 (emphasis added).

28 17. Furthermore, Defendant's website provides a limited warranty disclaimer, stating that products

are “warranted to be free from defects in material and workmanship for a period of one (1) year from the date of original purchase.”<sup>2</sup>

18. Thus, Plaintiff has not received the full value of the Product that Plaintiff is entitled to.

19. Defendants have a uniform warranty policy where warranties all commence on the date of purchase, rather than the date of delivery or receipt of the Product.

20. Defendants do this to reduce the effective warranty periods for all purchasers who receive delivery of their products. This strategic decision short-changes consumers the full length and value of their warranties as permitted by law.

21. Additionally, this practice saves Defendants the time and expense of warranty administration, because Defendants do not need to log and track product delivery dates to commence warranties.

22. Furthermore, this decision creates a chilling effect which prevents consumers who would otherwise have valid warranty claims from pursuing them. As a result, Defendants benefit from fewer warranty claims.

### **CLASS ALLEGATIONS**

23. Plaintiff brings this action on behalf of herself and on behalf of all others similarly situated (the “Class”).

24. Plaintiff represents and is a member of the Class, defined as:

All persons within California who purchased one or more of Defendants’ Products between July 1, 2023 through the date of class certification, whose Product(s) were delivered to them after the date of purchase. (the “Class”)

25. Plaintiff also represents and is a member of the Express Warranty Sub-class, defined as:

All persons within California who purchased one or more of Defendants’ Products between July 1, 2023 through the date of class certification, who purchased one or more of Defendants’ Products, which were accompanied by an express warranty that commenced on the date of purchase and not the date of delivery. (the “Sub-class”)

26. The above-defined Class and Subclass are together referred to herein as the “Class.”

27. Defendants’ Products that fall within the above Class definition are referred to herein as the

<sup>2</sup> <https://hamiltonbeach.com/hamilton-beach-warranty/>; (last accessed 2/5/2025).

1 “Class Products.”

2 28. Excluded from the Class are Defendants and any of Defendants’ officers, directors and  
3 employees. Plaintiff reserves the right to modify or amend the Class definition before the Court  
4 determines whether Certification is appropriate.

5 29. **Ascertainability.** The members of the Class are readily ascertainable from Defendants’ records,  
6 Defendants’ agents’ records, and/or records of the retailers and distributors from which the  
7 products were purchased, as well as through public notice.

8 30. **Numerosity.** The members of the Class are so numerous that their individual joinder is  
9 impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed  
10 class consists of thousands of members.

11 31. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of  
12 law and fact exist as to all members of the class and predominate over any questions affecting  
13 only individual Class members. All members of the Class have been subject to the same  
14 conduct and their claims are based on the standardized marketing, advertisements, and  
15 promotions of Defendants. The common legal and factual questions include, but are not limited  
16 to, the following:

- 17 • Whether Defendants sold the Class Products with express warranties;
- 18 • Whether Defendants sold the Class Products with warranties that commenced on the date  
19 of purchase and not the date of delivery;
- 20 • Whether Defendants intend for their warranty language to act as a barrier for valid  
21 warranty claims;
- 22 • Whether Defendants intend to save administrative time and expense through their decision  
23 for Class Product warranties to commence on the date of purchase, rather than the date of  
24 delivery;
- 25 • Whether Defendants violated the SBA by having Class Products’ warranties commence  
26 on the date of purchase, rather than the date of delivery;
- 27 • Whether Defendants violated the UCL by having Class Products’ warranties commence  
28 on the date of purchase, rather than the date of delivery;

- Whether Defendants are liable for damages, and the amount of such damages; and
- Whether Class members are entitled to equitable relief

32. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class in that Plaintiff is a member of the Class for which he seeks to represent. Plaintiff, like members of the proposed Class, purchased Defendants' products which provide warranties which begin upon purchase. Plaintiff advances the same claims and legal theories individually and on behalf of all absent members of the Class. Defendants have no defenses unique to Plaintiff.

33. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel experienced in consumer protection law, including class actions. Plaintiff has no adverse or antagonistic interest to those in the Class and will fairly and adequately protect the interests of the Class. Plaintiff's attorneys are aware of no interests adverse or antagonistic to those of Plaintiff and the proposed Class.

34. **Superiority.** Class action is superior to all other available means for the fair and efficient adjudication of this controversy. Individualized litigation would create the danger of inconsistent and/or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system. The damages or other financial detriment suffered by individual Class members may be relatively small compared to the burden and expense that would be entailed by individual litigation of the claims against Defendants. The injury suffered by each individual member of the proposed class is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be impractical for members of the proposed Class to individually redress the wrongs to them. Even if the members of the proposed Class could afford such litigation, the court system could not. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Therefore, a class action is maintainable and superior pursuant to Fed. R. Civ. P. 23.

1 35. Unless the Class is certified, Defendants will retain monies received as a result of Defendants’  
 2 unlawful and unfair conduct alleged herein. Unless a class-wide injunction is issued,  
 3 Defendants will continue to deny consumers their full rights to warranty, and members of the  
 4 public, including Class members, will continue to be misled and harmed.

5 36. Further, Defendants have acted or refused to act on grounds that are generally applicable to the  
 6 class, so that declaratory and injunctive relief is appropriate to the Class as a whole, making  
 7 certification appropriate pursuant to Fed. R. Civ. P. 23

### 8 **FIRST CAUSE OF ACTION**

#### 9 **VIOLATION OF CALIFORNIA’S SONG-BEVERLY CONSUMER WARRANTY ACT**

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

12 38. The foregoing acts and omissions constitute numerous and systematic violations of SBA.

13 39. The products alleged herein are “consumer goods” as defined by Cal. Civ. Code § 1791(a).

14 40. Plaintiff and putative Class members are “buyers” as defined by Cal. Civ. Code § 1791(b).

15 41. Pursuant to Cal. Civ. Code § 1793.01, “[a] manufacturer, distributor, or retail seller shall not  
 16 make an express warranty with respect to a consumer good that commences earlier than the date  
 17 of delivery of the good. This section does not limit an express warranty made before July 1,  
 18 2023.”

19 42. Defendants commence their express warranties on the date of purchase, not on the date of  
 20 delivery, in violation of the SBA.

21 43. Defendants value their ability to commence express warranties earlier than required by law.

22 44. Defendants received, and continue to receive, a benefit at the expense of Plaintiff and Class  
 23 members.

24 45. Defendants harmed Plaintiff and Class members by not providing the full value of the warranties  
 25 for which they are entitled by law. Specifically, their warranties have been cut short by the  
 26 number of days that elapsed between the date of purchase and the date of delivery of their  
 27 products. Thus, Plaintiffs and Class members have lost a pro-rata portion of the value of their  
 28 warranties.



1 46. Defendants also harmed those Class members who had warranty claims but reasonably believed  
2 or were told that they fell outside their warranty period.

3 47. Had Plaintiff and Class members been aware that Defendants’ warranty practices did not  
4 comply with the law, they either would not have purchased their products or would have paid  
5 less for them. The premium paid is a benefit received by Defendants and should be returned to  
6 Plaintiff and members of the Class.

7 48. Defendants benefits, at the expense of Plaintiff and Class members, in the form of reduced costs  
8 for tracking, administering, and repairing products under warranty.

9 49. Pursuant to Cal. Civ. Code §§ 1794(a), (b), Plaintiff and Class members are entitled to damages,  
10 including reimbursement of the purchase price of the Class Products.

11 50. Pursuant to Cal. Civ. Code § 1794(c), Plaintiff and Class members are entitled to two-times the  
12 amount of actual damages.

13 51. Pursuant to Cal. Civ. Code § 1794(d), Plaintiff and Class members are entitled to recover  
14 attorney’s fees and costs.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**

17 52. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully  
18 stated herein.

19 53. Plaintiff is a “person” as defined by Cal. Bus. & Prof. Code § 17201.

20 54. The UCL proscribes “unfair competition,” defined as “any unlawful, unfair or fraudulent  
21 business act or practice and unfair, deceptive, untrue or misleading advertising[.]” Bus. & Prof.  
22 Code § 17200. This definition creates three disjunctive “prongs” that operate independently  
23 from one another, namely the (1) unlawful, (2) unfair, and (3) fraudulent prongs.

24 55. By and through Defendants’ conduct alleged in detail above and herein, Defendants engaged in  
25 conduct which constitutes unlawful and unfair business practices as prohibited by the UCL.

26 56. A business act or practice is “unfair” under the UCL if it offends an established public policy  
27 or is immoral, unethical, oppressive, unscrupulous or substantially injurious to customers.

28 57. Defendants’ actions constitute unfair business practices because Defendants intentionally





designed warranties in violation of the law. This reduced the usable length of consumers' warranties and forced consumers to unknowingly pay more for products. These actions benefited Defendants to the detriment of consumers.

58. The harm to Plaintiff and Class members grossly outweighs the utility, if any, of Defendants' practices.

59. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

60. Defendants' acts and practices alleged above violate the plain language of the SBA, as described in Plaintiff's First Cause of Action above.

61. Defendants' practices have misled Plaintiff and Class members and will continue to mislead in the future.

62. Defendants have unfairly profited off of Plaintiff and Class members through its practices, and will continue to do so in the future.

63. Pursuant to the UCL Plaintiff is entitled to preliminary and permanent injunctive relief, as well as disgorgement and restitution to Plaintiff and the Class members of all Defendants' revenues associated with its unfair competition, or such portion of those revenues as the Court finds equitable.

### **PRAYER FOR RELIEF**

Plaintiff prays that judgment be entered against Defendants as follows:

- That this action be certified as a class action; That Plaintiff be appointed as the Class Representative;
- That Plaintiff's attorneys be appointed Class Counsel;
- For an order declaring Defendants' conduct to be unlawful;
- For an order declaring Defendants to make restitution to Plaintiff and Class members under the SBA in an amount equal to the total amounts paid and payable for the Class Products;
- For actual damages;
- For a civil penalty of two-times actual damages;
- For punitive damages;
- For pre and post -judgment interest at the legal rate;

- For injunctive and other equitable relief as necessary to protect the interests of Plaintiff and other Class members, and an order prohibiting Defendants from engaging in the unlawful, unfair, deceptive and fraudulent acts described above;
- For an order that Defendants engage in a corrective campaign to ensure its warranties comport with the SBA;
- For an order of restitution and disgorgement of all profits and unjust enrichment that Defendants obtained from Plaintiff and the Class members as a result of its unlawful, unfair, and fraudulent business practices;
- For attorney's fees, costs of suit, and out of pocket expenses; and
- For such other and further relief that the Court deems proper.

**TRIAL BY JURY**

64. Plaintiff is entitled to, and demands, a trial by jury.

Dated: March 7, 2025

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: /s/Ryan L. McBride  
Ryan McBride, Esq.  
*Attorney for Plaintiff*



JS-CAND 44 (Rev. 12/2024)

**CIVIL COVER SHEET**

This civil cover sheet does not replace or supplement the filing and service of pleadings or other papers. The information on this form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket. Instructions are on the reverse of this form.

**I. PLAINTIFF(S)**

NORA JO BOROWSKY, individually and on behalf of all others similarly situated

County of Residence of First Listed Plaintiff: **Marin**  
*Leave blank in cases where United States is plaintiff.*Attorney or Pro Se Litigant Information (*Firm Name, Address, and Telephone Number*)Ryan L. McBride Esq., Jonathan Gil Esq., Kazerouni Law Group APC  
2221 Camino Del Rio S. Suite 101, San Diego, CA 92108 | Tel: (800)-400-6808**DEFENDANT(S)**

HAMILTON BEACH BRANDS HOLDING COMPANY and HAMILTON BEACH BRANDS, INC.

County of Residence of First Listed Defendant:   
*Use ONLY in cases where United States is plaintiff.*Defendant's Attorney's Name and Contact Information (*if known*)**II. BASIS OF JURISDICTION** (*Place an "X" in One Box Only*)

- ☐ U.S. Government Plaintiff ☐ Federal Question (*U.S. Government Not a Party*)  
☐ U.S. Government Defendant ☒ Diversity

**III. CAUSE OF ACTION**Cite the U.S. Statute under which you are filing: (*Use jurisdictional statutes only for diversity*)

Jurisdiction pursuant to 28 U.S.C. § 1332

Brief description of case: Violations of the The Song Beverly Consumer Warranty Act; and California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 et seq.**IV. NATURE OF SUIT** (*Place an "X" in One Box Only*)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES																
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<table><thead><tr><th>PERSONAL INJURY</th><th>PERSONAL INJURY</th></tr></thead><tbody><tr><td><input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel &amp; Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury -Medical Malpractice</td><td><input type="checkbox"/> 365 Personal Injury – Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <th>PERSONAL PROPERTY</th> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability</td></tr><tr><th>CIVIL RIGHTS</th><th>PRISONER PETITIONS</th></tr><tr><td><input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities– Employment <input type="checkbox"/> 446 Amer. w/Disabilities–Other <input type="checkbox"/> 448 Education</td><td><th>HABEAS CORPUS</th> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty  <th>OTHER</th> <input type="checkbox"/> 540 Mandamus &amp; Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee– Conditions of Confinement</td></tr></tbody></table>	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury -Medical Malpractice	<input type="checkbox"/> 365 Personal Injury – Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <th>PERSONAL PROPERTY</th> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	PERSONAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities– Employment <input type="checkbox"/> 446 Amer. w/Disabilities–Other <input type="checkbox"/> 448 Education	<th>HABEAS CORPUS</th> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty  <th>OTHER</th> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee– Conditions of Confinement	HABEAS CORPUS	OTHER	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other  <th>LABOR</th> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <th>IMMIGRATION</th> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	LABOR	IMMIGRATION	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157  <th>PROPERTY RIGHTS</th> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent–Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016  <th>SOCIAL SECURITY</th> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <th>FEDERAL TAX SUITS</th> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS–Third Party 26 U.S.C. § 7609	PROPERTY RIGHTS	SOCIAL SECURITY	FEDERAL TAX SUITS	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
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**V. ORIGIN** (*Place an "X" in One Box Only*)

- ☒ Original Proceeding ☐ Removed from State Court ☐ Remanded from Appellate Court ☐ Reinstated or Reopened ☐ Transferred from Another District ☐ Multidistrict Litigation–Transfer  
☐ Multidistrict Litigation–Direct File

**VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES***(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

Plaintiff Defendant

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Citizen of California  |
| <input type="checkbox"/>            | <input type="checkbox"/> Citizen of Another State   |
| <input type="checkbox"/>            | <input type="checkbox"/> Citizen or Subject of a Foreign Country                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> Incorporated or Principal Place of Business In California                |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Incorporated and Principal Place of Business In Another State |
| <input type="checkbox"/>            | <input type="checkbox"/> Foreign Nation   |

**VII. REQUESTED IN COMPLAINT**

- ☒ Check if the complaint contains a **jury demand**.  
☒ Check if the complaint contains a **monetary demand**. Amount:   
☒ Check if the complaint seeks **class action** status under Fed. R. Civ. P. 23.  
☐ Check if the complaint seeks a **nationwide injunction** or Administrative Procedure Act vacatur.

**VIII. RELATED CASE(S) OR MDL CASE***Provide case name(s), number(s), and presiding judge(s).***IX. DIVISIONAL ASSIGNMENT** pursuant to Civil Local Rule 3-2*(Place an "X" in One Box Only)* ☒ **SAN FRANCISCO/OAKLAND** ☐ **SAN JOSE** ☐ **EUREKA-MCKINLEYVILLE**

DATE 03/07/25

SIGNATURE OF ATTORNEY OR PRO SE LITIGANT /s/ Ryan L. McBride

Print

Save As...

Reset

JS-CAND 44 (rev. 12/2024)

**COMPLETING THE CIVIL COVER SHEET**

Complete the form as follows:

- I. Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use 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.
- 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. In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.
- Attorney/Pro Se Litigant Information.** Enter the firm name, address, telephone number, and email for attorney of record or pro se litigant. If there are several individuals, list them on an attachment.
- II. Jurisdiction.** Under Federal Rule of Civil Procedure 8(a), pleadings must establish the basis of jurisdiction. If multiple bases for jurisdiction apply, prioritize them in the order listed:
- (1) *United States plaintiff.* Jurisdiction based on 28 U.S.C. §§ 1345 and 1348 for suits filed by the United States, its agencies or officers.
  - (2) *United States defendant.* Applies when the United States, its agencies, or officers are defendants.
  - (3) *Federal question.* Select this option when jurisdiction is based on 28 U.S.C. § 1331 for cases involving the U.S. Constitution, its amendments, federal laws, or treaties (but use choices 1 or 2 if the United States is a party).
  - (4) *Diversity of citizenship.* Select this option when jurisdiction is based on 28 U.S.C. § 1332 for cases between citizens of different states and complete Section VI to specify the parties’ citizenship. Note: Federal question jurisdiction takes precedence over diversity jurisdiction.
- III. Cause of Action.** Enter the statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless jurisdiction is based on diversity. Example: U.S. Civil Statute: 47 U.S.C. § 553. Brief Description: Unauthorized reception of cable service.
- IV. Nature of Suit.** Check one of the boxes. If the case fits more than one nature of suit, select the most definitive or predominant.
- V. Origin.** Check one of the boxes:
- (1) *Original Proceedings.* Cases originating in the United States district courts.
  - (2) *Removed from State Court.* Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
  - (3) *Remanded from Appellate Court.* Check this box for cases remanded to the district court for further action, using the date of remand as the filing date.
  - (4) *Reinstated or Reopened.* Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) *Transferred from Another District.* Check this box for cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within-district transfers or multidistrict litigation (MDL) transfers.
  - (6) *Multidistrict Litigation Transfer.* Check this box when a multidistrict (MDL) case is transferred into the district under authority of Title 28 U.S.C. § 1407.
  - (7) *Multidistrict Litigation Direct File.* Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- VI. Residence (citizenship) of Principal Parties.** Mark for each principal party *only* if jurisdiction is based on diversity of citizenship.
- VII. Requested in Complaint.**
- (1) *Jury demand.* Check this box if plaintiff’s complaint demanded a jury trial.
  - (2) *Monetary demand.* For cases demanding monetary relief, check this box and enter the actual dollar amount being demanded.
  - (3) *Class action.* Check this box if plaintiff is filing a class action under Federal Rule of Civil Procedure 23.
  - (4) *Nationwide injunction.* Check this box if plaintiff is seeking a nationwide injunction or nationwide vacatur pursuant to the Administrative Procedures Act.
- VIII. Related Cases.** If there are related pending case(s), provide the case name(s) and number(s) and the name(s) of the presiding judge(s). If a short-form MDL complaint is being filed, furnish the MDL case name and number.
- IX. Divisional Assignment.** Identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.” Note that case assignment is made without regard for division in the following case types: Property Rights (Patent, Trademark and Copyright), Prisoner Petitions, Securities Class Actions, Anti-Trust, Bankruptcy, Social Security, and Tax.