

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

AITON ADONI, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

THE TOPPS COMPANY, INC.,

Defendant.

CASE NO.:

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Aiton Adoni (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant The Topps Company, Inc. (“Topps”) alleging as follows:

NATURE OF THE ACTION

1. Topps manufactures, advertises, and sells Topps-branded sports and entertainment trading cards, sports memorabilia, and digital collectibles for personal collection and/or for commercial resale. Specifically, Topps produced the “2025-26 Topps NBA Chrome Basketball Trading Card Mega Box” (“Mega Box”) and sold the Mega Box online and in brick-and-mortar retail stores across the country, including a Target store in Broward County, Florida.

2. Topps’ business model invites consumers to purchase its products, and in this case the Mega Box, in hopes of finding cards with resale value. Topps markets the Mega Box with express statements on the product’s packaging encouraging consumers to “Chase Exclusive Blue X-Fractors,” or buy the Mega Box with the expectation that it may contain a rare “Blue X-Fractor” card.

3. A Blue X-Fractor is a unique type of trading card that is particularly sought after

given its rarity and increased resale value.

4. Based on Topps' representation on the outside of the box, consumers, like Plaintiff, purchased the Mega Box with the reasonable belief that they have a chance to obtain a Blue X-Fractor card with resale value.

5. However, on or around January 13, 2026, Topps revealed there is *zero* chance a consumer will obtain a Blue X-Fractor in the Mega Box. Topps disclosed this in an email to its customers and subscribers. Initially, Topps initially told consumers some Mega Boxes did not contain any Blue X-Fractor cards due to a printing error. Thereafter, Topps confessed that *no* Mega Boxes include Blue X-Fractor cards, despite Topps' prior representation to the contrary.

6. Plaintiff and each member of the proposed Class (defined below) suffered an injury-in-fact caused by the false, fraudulent, unfair, deceptive, and misleading practices set forth herein, lost the benefit of their bargains with Topps, and seek all relief allowed by law, including damages, equitable relief, attorneys' fees, and costs.

PARTIES

7. Plaintiff is and at all relevant times was a natural resident and citizen of Cooper City, Florida.

8. Topps is a Delaware corporation maintaining its principal place of business at 95 Morton Street, Fourth Floor, New York, New York, 10014.

JURISDICTION AND VENUE

9. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action where the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, there are more than 100 members in the proposed class, and at least one member of the class is a citizen of a state different from Topps.

10. The Court has personal jurisdiction over Topps because the causes of action alleged herein arise from Topps (a) operating, conducting, engaging in, or carrying on a business or business venture in this state; (b) committing a tortious act within this state; and (c) causing injury to persons within this state while products, materials, or things processed, serviced, or manufactured by Topps were used or consumed within this state in the ordinary course of commerce. Topps purposefully availed itself to the laws of Florida by transacting business in Florida and marketing and selling products, including the Mega Box at issue in this case, in Florida.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 (b)(2) and (c) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, because Topps transacts business in this District, and because Topps resides in this District.

GENERAL ALLEGATIONS

Topps' Business

12. Topps is one of the largest sports and entertainment trading card producers in the world.

13. Topps sells its products by representing that consumers have the chance to find rare trading cards that re-sell for significant amounts on the secondary market.

The Mega Box

14. In or around December 2025, Topps began selling the Mega Box.

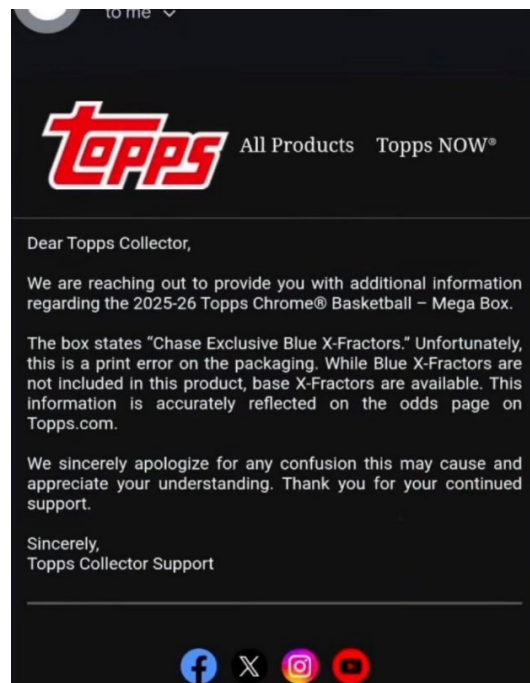
15. As still shown on numerous online retail websites (*e.g.*, Target, GameStop, and Walmart),¹ Topps labeled and advertised the Mega Box with express statements encouraging

¹ See <https://www.target.com/p/2025-26-topps-nba-chrome-basketball-trading-card-mega-box/-/A-95081000> (last visited Jan. 24, 2026); https://www.gamestop.com/toys-games/trading-cards/products/2025-26-topps-chrome-basketball-mega-box/437104.html?utm_source=google&utm_medium=feeds&utm_campaign=%24PLA_%24NB_MNFR_Toys_%26_Collectibles_Topps (last visited Jan. 24, 2026).

consumers to “Chase Exclusive Blue X-Fractors” (the “Misrepresentation”), shown and identified for emphasis in the image below:



16. However, Topps’ January 13, 2026, email to its customers and subscribers revealed the Mega Box never contained any Blue X-Fractor cards. A copy of the email is shown below:



17. In its email, Topps directed Plaintiff and Class members to visit the Topps.com odds page, which revealed the Mega Box contains no chance of finding a Blue X-Fractor card:

Base Sapphire	3:1
Base Sapphire Purple	1:22
Base Sapphire Gold	1:6
Base Sapphire Orange	1:12
Base Sapphire Black	1:28
Base Sapphire Red	1:56
Base Refractors Padpadascha	1:278
Topps Chrome Autographs Rookies Sapphire Gold	1:68
Topps Chrome Autographs Rookies Sapphire Orange	1:135
Topps Chrome Autographs Rookies Sapphire Black	1:337
Topps Chrome Autographs Rookies Sapphire Red	1:674
Topps Chrome Autographs Rookies Sapphire Padpadascha	1:3367
Topps Certified Autograph Issue Rookies Sapphire Gold	1:90
Topps Certified Autograph Issue Rookies Sapphire Orange	1:180
Topps Certified Autograph Issue Rookies Sapphire Black	1:449
Topps Certified Autograph Issue Rookies Sapphire Red	1:898
Topps Certified Autograph Issue Rookies Sapphire Padpadascha	1:4489
Next Stop Signatures Sapphire Gold	1:90
Next Stop Signatures Sapphire Orange	1:180
Next Stop Signatures Sapphire Black	1:449
Next Stop Signatures Sapphire Red	1:898
Next Stop Signatures Sapphire Padpadascha	1:4489
Topps Chrome Autographs Sapphire Gold	1:108
Topps Chrome Autographs Sapphire Orange	1:216
Topps Chrome Autographs Sapphire Black	1:539
Topps Chrome Autographs Sapphire Red	1:1078
Topps Chrome Autographs Sapphire Padpadascha	1:5387
SKY-Write Signatures Sapphire Gold	1:77
SKY-Write Signatures Sapphire Orange	1:154
SKY-Write Signatures Sapphire Black	1:385
SKY-Write Signatures Sapphire Red	1:770
SKY-Write Signatures Sapphire Padpadascha	1:3848
Signature Style Sapphire Gold	1:213
Signature Style Sapphire Orange	1:135
Signature Style Sapphire Black	1:337
Signature Style Sapphire Red	1:674
Signature Style Sapphire Padpadascha	1:3367
Sapphire Selections ***X4 up***	1:11
Sapphire Selections Gold ***X4 up***	1:84
Sapphire Selections Orange ***X4 up***	1:167
Sapphire Selections Red ***X4 up***	1:833
Sapphire Selections Superfractors ***X4 up***	1:4040
Infinity	1:160

18. Since its January 13, 2026 email admitting to the Misrepresentation, Topps has taken the Mega Box off its website and replaced it with a model that states, “Chase New Exclusive Red, White and Blue Parallels!” The updated product is sold for \$49.99 plus tax, which is substantially lower than the Mega Box with “Chase Exclusive Blue X-Fractors” language (sold for around \$84.99). A sample of the new product is below:



19. Topps’ misleading and deceptive practices directly harmed Plaintiff and the Class. Among other injuries, Topps’ Misrepresentation deprived Plaintiff and the Class of the benefit of their bargains, in that they purchased the Mega Box based on Topps’ express representation they could pull an “Exclusive Blue X-Fractor” card, when in reality that was never a possibility. Indeed, Topps’ lower price for the updated boxes without the Misrepresentation is an acknowledgement that the false chance to “Chase Exclusive Blue X-Fractors” increased the Mega Boxes’ market value, and a tacit admission consumers would not have paid as much for Mega Boxes had they

been truthfully advertised.

PLAINTIFF'S EXPERIENCE

20. On or around December 22, 2025, Plaintiff purchased the Mega Box in store from his local Target. Plaintiff paid \$84.99 plus tax to Target for the Mega Box.

21. Plaintiff purchased the Mega Box with the reasonable belief that he had a chance to chase exclusive Blue X-Fractor cards, as expressly stated on multiple sides of the Mega Box packaging.

22. Plaintiff would not have purchased the Mega Box, or alternatively would not have paid as much, but for Topps' Misrepresentation that he had a chance to "Chase Exclusive Blue X-Fractor" cards.

23. Plaintiff reasonably understood that in exchange for paying for the Mega Box, he had the chance to chase a Blue X-Fractor card.

24. However, as Topps admitted in its email, Plaintiff had no such chance.

25. Indeed, the Mega Box Plaintiff purchased contained no Blue X-Fractor cards.

26. Since the Mega Box purchased by Plaintiff had no chance of containing any Blue X-Fractor cards, the Mega Box was worth less than it would have been had there actually been a chance it contained any Blue X-Fractor cards.

27. As indicated above, since sending the email, Topps stopped selling Mega Boxes with packaging containing the Misrepresentation, updating packaging to omit any reference to "Exclusive Blue X-Fractor" cards. Importantly, Topps charges only \$49.99 for the newly-packaged product—a *40% decrease*—confirming the falsely advertised Mega Boxes Plaintiff and Class members purchased are worth less than what they paid.

28. As a result, Plaintiff has suffered numerous actual injuries including, inter alia (a)

price premium damages paid for falsely advertised Mega Boxes; (b) lost benefit-of-the-bargain; and (c) lost opportunity costs associated with attempting to chase a Blue X-Fractor card. As a result, Plaintiff is entitled to damages and attorneys' fees and costs.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on behalf of himself and the below-defined Nationwide Class (herein referred to as the "Class"):

All purchasers in the United States who purchased a Mega Box from Topps or its authorized retailers within the applicable statute of limitations, and excluding subsequent purchases on a secondary market.

30. Excluded from the Class are Topps and its affiliates, parents, subsidiaries, employees, officers, agents, and directors. Also excluded are any judicial officers presiding over this matter and the members of their immediate families and judicial staff.

31. Plaintiffs reserve the right to amend or modify the Class definition or add a subclass as this case progresses.

32. Certification of Plaintiff's claims for classwide treatment is appropriate because Plaintiff can prove the elements of his claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

33. **Numerosity – Rule 23(a)(1).** The members of the Class are so numerous that their individual joinder herein is impracticable. On information and belief, Class members number in the thousands. The Class is ascertainable by records in Topps' possession.

34. **Commonality and Predominance – Rule 23(a)(2) and 23(b)(3).** Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. Such common questions of law or fact include:

- a. Whether the marketing, advertising, packaging, labeling, and other promotional

materials for the Mega Box is deceptive;

- b. Whether Topps breached an express warranty to Plaintiff and Class members;
- c. Whether Topps negligently misrepresented the Mega Box to Plaintiff and Class members; and
- d. Whether Topps was unjustly enriched at the expense of the Plaintiff and Class members.

35. Topps engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff, on behalf of himself and the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

36. **Typicality – Rule 23(a)(3).** Plaintiff's claims are typical of the claims of the other members of the Class because, among other things, all Class members were comparably injured through Topps' uniform misconduct described above. Further, there are no defenses available to Topps that are unique to Plaintiff.

37. **Adequacy of Representation – Rule 23(a)(4).** Plaintiff is an adequate Class representative because his interests do not conflict with the interests of the other Class members he seeks to represent, he has retained counsel competent and experienced in complex class action litigation, and he will prosecute this action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and his counsel.

38. **Superiority – Rule 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment

suffered by Plaintiff and the other members of the Class are relatively small compared to the burden and expense that would be required to individually litigate their claims against Topps, so it would be impracticable for Class members to individually seek redress for Topps' wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

39. **Ascertainability.** All members of the proposed Class are readily ascertainable. The Class is defined by reference to objective criteria, and there is an administratively feasible mechanism to determine who fits within the Class.

COUNT I
Breach Of Express Warranty
(On Behalf of Plaintiff and the Nationwide Class)

40. Plaintiff incorporates paragraphs 1-39 above as if fully set forth herein.

41. Plaintiff and Class members formed a contract with Topps at the time Plaintiff and Class members purchased the Mega Box.

42. The terms of these contracts included the promises and affirmations of fact made by Topps on the Mega Box's packaging and throughout its marketing and advertising representing the chance to "Chase Exclusive Blue X-Fractors." This labeling, marketing and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiff and Class members and Topps.

43. Topps purports, through its advertising, labeling, marketing, and packaging, to create an express warranty that the Mega Box could contain a Blue X-Fractor card.

44. Plaintiff and the Class performed all conditions precedent to Topps' liability under these contracts when they purchased the Mega Box.

45. Topps breached an express warranty concerning the Mega Box and its qualities because Topps' statement about the Mega Box was false and the Mega Box does not conform to Topps' affirmation and promise described above.

46. Plaintiff and Class members would not have purchased the Mega Box had they known the true nature of the Mega Box, i.e., there was no chance it would contain any Blue X-Fractor cards.

47. As a result of Topps' breach of express warranty, Plaintiff and Class members have been damaged in the amount of the price premium paid to purchase each Mega Box and consequential damages resulting from the purchases.

48. On January 23, 2026, Plaintiff's counsel sent Topps a pre-suit notice letter, via certified mail return receipt requested, that complied in all respects with U.C.C. §§ 2-313, 2-607 and Fla. Stat. § 672.607(3)(a), Plaintiff's counsel sent Topps a letter advising that it breached an express warranty and demanded that it cease and desist from such breaches and make full restitution by refunding the monies received therefrom.

COUNT II
Negligent Misrepresentation
(On Behalf of Plaintiff and the Nationwide Class)

49. Plaintiff incorporates paragraphs 1-39 above as if fully set forth herein.

50. As discussed above, Topps represented that one could "Chase Exclusive Blue X-Fractors" but failed to disclose that the Mega Box does not contain such Blue X-Fractors.

51. Topps had a duty to disclose this information. At the time Topps made this Misrepresentation, Topps knew or should have known that this representation was false or made

without knowledge of its truth or veracity.

52. At an absolute minimum, Topps negligently misrepresented and/or negligently omitted material facts about the chance to find Blue X-Fractor cards in a Mega Box.

53. In fact, Topps admitted its negligence when Topps informed the general public on or about January 13, 2026 that each Mega Box contained an identical printing error.

54. The negligent misrepresentations and omissions made by Topps, upon which Plaintiff and Class members reasonably and justifiably relied, were intended to induce and actually induced Plaintiff and Class members to purchase the Mega Box.

55. Plaintiff and Class members would not have purchased the Mega Box if the true facts had been known.

56. The negligent actions of Topps caused damage to Plaintiff and Class members, who are entitled to actual and nominal damages.

COUNT III
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

57. Plaintiff incorporates paragraphs 1-39 above as if fully set forth herein.

58. Plaintiff brings this claim in the alternative to Count I for breach of express warranty.

59. Plaintiff and the Class members conferred benefits on Topps by purchasing the Mega Box.

60. Topps has been unjustly enriched in retaining the revenues derived from Plaintiff's and Class members' purchases of the Mega Box. Retention of those monies under these circumstances is unjust and inequitable because Topps' labeling of the Mega Box was misleading to consumers, which caused injuries to Plaintiff and Class members because they would have not

purchased the Mega Box if the true facts would have been known.

61. Plaintiff has no adequate remedy at law.

62. Because Topps' retention of the non-gratuitous benefits conferred on it by Plaintiff and Class members is unjust and inequitable, Topps must pay restitution to Plaintiff and Class members for its unjust enrichment, as ordered by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the other Class members respectfully request that the Court:

- A. Certify the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- B. Award all actual, nominal damages, and consequential damages to which Plaintiffs and Class members are entitled;
- C. Award Plaintiff and Class members their expenses and costs of the suit, pre-judgment interest, post-judgment interest, and reasonable attorneys' fees, as allowed by law;
- D. Grant restitution to Plaintiff and the Class and require Topps to disgorge their ill-gotten gains; and
- E. Grant any and all such other relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the Class, hereby demands a trial by jury on all claims so triable.

Dated: January 23, 2026

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow (FBN #121452)

Andrew Hausdorff (FBN # 1068481)

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*Attorneys for Plaintiff and the Proposed
Class*

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Aiton Adoni,

(b) County of Residence of First Listed Plaintiff Broward, Florida
(EXCEPT IN U.S. PLAINTIFF CASES)

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

1 W. Las Olas Blvd. Ste. 500, Ft. Lauderdale FL 33301

(d) Check County Where Action Arose: ☐ MIAMI-DADE ☐ MONROE ☒ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

DEFENDANTS

The Topps Company, Inc.,

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

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

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 X Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF
<input type="checkbox"/> Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1
<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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 (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	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 - Med. Malpractice	PERSONAL INJURY <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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Acts <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <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 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of 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

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

CIVIL RIGHTS
☐ 440 Other Civil Rights
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/Accommodations
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 448 Education

PRISONER PETITIONS
Habeas Corpus:
☐ 463 Alien Detainee
☐ 510 Motions to Vacate Sentence
☐ 530 General
☐ 535 Death Penalty
Other:
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition
☐ 560 Civil Detainee - Conditions of Confinement

IMMIGRATION
☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)
☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Re-filed (See VI below)
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation Transfer
☐ 7 Appeal to District Judge from Magistrate Judgment
☐ 8 Multidistrict Litigation - Direct File
☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case ☐ YES ☒ NO b) Related Cases ☐ YES ☐ NO
JUDGE: **DOCKET NUMBER:**

VII. CAUSE OF ACTION 28 U.S.C. § 1332(d)
Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: ☐ X CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** **CHECK YES only if demanded in complaint:**
JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE 1/23/2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Jeff Ostrow
FOR OFFICE USE ONLY : RECEIPT # **AMOUNT** **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.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.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; 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. 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. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. 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

VIII. 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 dollar amount (in thousands of dollars) 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.

Date and Attorney Signature. Date and sign the civil cover sheet.

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: