

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

CASE NO.:

A&E ADVENTURES LLC, a Florida
limited liability company,

Plaintiff,

v.

INTERCARD, INC., a Nevada corporation,

Defendant.

NOTICE OF REMOVAL

Defendant, INTERCARD, INC. (“Intercard”), hereby files this Notice of Removal of the above-captioned cause from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in which court the action is not pending, to the United States District Court for the Southern District of Florida and states:

FACTUAL AND PROCEDURAL BACKGROUND

The Plaintiff commenced this action on January 30, 2019, by filing his complaint in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE-19-002172 (the “Complaint”). Copies of all process, pleadings or papers served in this state action are attached hereto as **Composite Exhibit “A.”** Intercard was served with the Complaint on February 1, 2019 in Carson City, Nevada. Plaintiff’s Complaint consists of four counts: (I) Breach of Express Warranty; (II) Breach of Implied Warranty of Fitness for a Particular Purpose; (III) Promissory Estoppel; and (IV) Violation of Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.* Plaintiff has incorporate class allegations as part of its Count IV.

The Notice of Removal is timely filed within the period prescribed by 28 U.S.C. § 1446(b), in that it is filed within thirty (30) days of service. Further, by filing this Notice of Removal, Intercard does not waive any defenses to the claims asserted by Plaintiff which may be available to it, nor does it concede that Plaintiff has stated any claim upon which relief can be granted. A copy of this Notice of Removal will be filed concurrently in the Circuit of the Seventeenth Judicial Circuit in and for Broward County, Florida.

GROUND FOR REMOVAL

This Court has original jurisdiction of the action under the provisions of 28 U.S.C. § 1332 and the action may be removed to this Court by Intercard pursuant to provisions of 28 U.S.C. §§ 1441(a) and 1446 in that it is a civil action wherein the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. Further, this Court has supplemental jurisdiction over counts III and IV of this action pursuant to 28 U.S.C. § 1367.

I. Amount in Controversy Exceeds \$75,000

The amount in controversy in the Plaintiff's action exceeds the sum of \$75,000.00, exclusive of interests and costs. Section 1446(c)(2) provides the following: "If removal of a civil action is sought on the basis of the jurisdiction conferred by section 1332(a), the sum demanded in good faith in the initial pleading shall be deemed to be the amount in controversy" 28 U.S.C. § 1446(c)(2). Plaintiff has alleged that it has sustained at least \$500,000.00 in losses related to the allegations against Intercard. *See* Pl.'s Compl. at ¶¶ 32, 39. Based on the foregoing, Plaintiff's complaint demands an amount that exceeds the \$75,000.00 amount in controversy necessary to grant this court original jurisdiction over the matter.

II. Complete Diversity of Citizenship Exists

Citizenship for purposes of determining diversity is addressed in 28 U.S.C. § 1332.

(a) The Plaintiff, A&E Adventures LLC is now and was at the time the Complaint was filed, a citizen and resident of the State of Florida at all relevant times per the allegations in paragraph 2 of the Complaint.

(b) Intercard is a citizen of the State of Nevada in that it is a corporation organized and existing pursuant to the laws of Nevada, with its principal place of business in St. Louis, Missouri.¹ Plaintiff recognizes that Intercard is a “Nevada corporation that does business in Florida, and whose principal place of business is in St. Louis, Missouri” in paragraph 3 of the Complaint.

III. This Court Has Supplemental Jurisdiction Over Counts III and IV

Section 1367(a) provides that “(a) Except as provided in subsections (b) and (c) or as expressly provided otherwise by Federal statute, in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a). Further, the United States Supreme Court has explained the following:

When the well-pleaded complaint in district court includes multiple claims, all part of the same case or controversy, and some, but not all, of the claims are within the court’s original jurisdiction, does the court have before it “any civil action of which the district courts have original jurisdiction”? **It does.** Under § 1367, the court has original jurisdiction over the civil action comprising the claims for which there is no jurisdictional defect. No other reading of § 1367 is plausible in light of the text and structure of the jurisdictional statute.

Exxon Mobil Corp. v. Allapattah Services, Inc., 545 U.S. 546, 566 (2005) (emphasis supplied).

Here, Plaintiff has not demanded a specific amount of damages in Counts III and IV; however, Counts III and IV are part of the same case or controversy and, as a result, this Court

¹. A corporation is “deemed” to be a citizen of its state of incorporation and its principal place of business for purposes of diversity. 28 U.S.C. § 1332(c).

may take jurisdiction over those claims. Plaintiff's Count III is a claim for promissory estoppel which incorporates the same general allegations as Counts I and II. *See* Pl.'s Compl. at ¶ 40. Plaintiff's Count IV is a Florida Deceptive and Unfair Trade Practices claim that, through Plaintiff's class representation allegations, incorporates the same general allegations as Counts I and II. *See* Pl.'s Compl. at ¶ 45, 56. Moreover, the alleged conduct that is the basis for Plaintiff's Count IV is the same conduct alleged under Counts I, II, and III. Counts I and II are premised on allegations that Intercard sold a defective product and promised to remedy said defects. In Count III, Plaintiff has alleged that it has sustained losses as a result of "Intercard's failure to repair the System malfunctions as promised" In Count IV, Plaintiff has alleged that "Intercard's above-described conduct – namely, selling goods that it should know are defective and not suited for their purpose, and then repeatedly promising to remedy the defects, but failing to do so – constitutes an unfair or deceptive practice under Fla. Stat. § 501.204(1)." It is evident from the face of the complaint that these claims are all part of the same case or controversy and, as a result, this Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 by virtue of its original jurisdiction over Counts I and II.

WHEREFORE, Defendant, INTERCARD, INC., prays that the above action now pending against it in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida be removed therefrom to this Court.

DATED: March 1, 2019.

By: s/Frank A. Zacherl

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Attorneys for Defendant InterCard, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail and/or certified mail this 1st day of March, 2019 to:

Howard R. Behar
and
Samuel M. Sheldon
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By: s/Frank A. Zacherl

Frank A. Zacherl, Esq.

MIADOCS 17743423 1 56000.7223

**COMPOSITE
EXHIBIT
A**

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: _____
Judge: _____

A&E ADVENTURES LLC
Plaintiff
vs.
InterCard, Inc.
Defendant

II. TYPE OF CASE

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Contracts and indebtedness <input type="checkbox"/> Eminent domain <input type="checkbox"/> Auto negligence <input type="checkbox"/> Negligence – other <ul style="list-style-type: none"> <input type="checkbox"/> Business governance <input type="checkbox"/> Business torts <input type="checkbox"/> Environmental/Toxic tort <input type="checkbox"/> Third party indemnification <input type="checkbox"/> Construction defect <input type="checkbox"/> Mass tort <input type="checkbox"/> Negligent security <input type="checkbox"/> Nursing home negligence <input type="checkbox"/> Premises liability – commercial <input type="checkbox"/> Premises liability – residential <input type="checkbox"/> Products liability <input type="checkbox"/> Real Property/Mortgage foreclosure <ul style="list-style-type: none"> <input type="checkbox"/> Commercial foreclosure \$0 - \$50,000 <input type="checkbox"/> Commercial foreclosure \$50,001 - \$249,999 <input type="checkbox"/> Commercial foreclosure \$250,000 or more <input type="checkbox"/> Homestead residential foreclosure \$0 – 50,000 <input type="checkbox"/> Homestead residential foreclosure \$50,001 - \$249,999 <input type="checkbox"/> Homestead residential foreclosure \$250,000 or more <input type="checkbox"/> Non-homestead residential foreclosure \$0 - \$50,000 <input type="checkbox"/> Non-homestead residential foreclosure \$50,001 - \$249,999 | <ul style="list-style-type: none"> <input type="checkbox"/> Non-homestead residential foreclosure \$250,00 or more <input type="checkbox"/> Other real property actions \$0 - \$50,000 <input type="checkbox"/> Other real property actions \$50,001 - \$249,999 <input type="checkbox"/> Other real property actions \$250,000 or more <input type="checkbox"/> Professional malpractice <ul style="list-style-type: none"> <input type="checkbox"/> Malpractice – business <input type="checkbox"/> Malpractice – medical <input type="checkbox"/> Malpractice – other professional <input type="checkbox"/> Other <ul style="list-style-type: none"> <input type="checkbox"/> Antitrust/Trade Regulation <input type="checkbox"/> Business Transaction <input type="checkbox"/> Circuit Civil - Not Applicable <input type="checkbox"/> Constitutional challenge-statute or ordinance <input type="checkbox"/> Constitutional challenge-proposed amendment <input type="checkbox"/> Corporate Trusts <input type="checkbox"/> Discrimination-employment or other <input type="checkbox"/> Insurance claims <input type="checkbox"/> Intellectual property <input type="checkbox"/> Libel/Slander <input type="checkbox"/> Shareholder derivative action <input type="checkbox"/> Securities litigation <input type="checkbox"/> Trade secrets <input type="checkbox"/> Trust litigation |
|---|---|

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

III. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

IV. NUMBER OF CAUSES OF ACTION: ()
(Specify)

4

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- Yes
- No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- No
- Yes – If “yes” list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes
- No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Howard R. Behar FL Bar No.: 54471
Attorney or party

(Bar number, if attorney)

Howard R. Behar 01/30/2019
(Type or print name)

Date

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

A&E ADVENTURES LLC, a Florida limited liability company,

Plaintiff,

CLASS REPRESENTATION

v.

INTERCARD, INC., a Nevada corporation,

Defendant.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, A&E ADVENTURES LLC, a Florida limited liability company (“A&E”), files this Class Action Complaint on behalf of itself and a class of similarly situated individuals pursuant to Rule 1.220, Fla. R. Civ. P., against Defendant, INTERCARD, INC., a Nevada corporation (“Intercard”), and alleges:

Jurisdiction, Parties, and Venue

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, attorneys’ fees, and costs, over which this Court has jurisdiction pursuant to Fla. Stat. § 26.012.

2. A&E is a Florida limited liability company whose principal place of business is in Broward County, Florida.

3. Intercard is a Nevada corporation that does business in Florida, and whose principal place of business is in St. Louis, Missouri.

4. Intercard caused injury to A&E within Florida and, at the time of said injury, was either engaged in solicitation or service activities within Florida, or products, materials, or things processed, serviced, or manufactured by Intercard were used or consumed within Florida in the ordinary course of commerce, trade, or use.

5. Venue is proper in Broward County, Florida because the cause of action accrued in said county.

General Allegations

6. Intercard manufactures magnetic strip card-reading hardware and software for arcades, casinos, and other industries and advertises that it is the “World Leader in Cashless Technology.” It promotes to its customers that its proprietary intercard system will allow its customers “new levels of marketing opportunities, management control, system efficiency and increased revenue.” See www.Intercardinc.com.

7. As discussed below, however, Intercard’s products are defective, which defects have resulted in economic losses sustained by purchasers of Intercard’s products in Florida.

Allegations Specific to Plaintiffs

A. A&E’s Purchase and Deployment of the Systems

8. A&E owns and operates, among other businesses, a number of family entertainment centers in Florida under the brand name “GameTime.”

9. In or about March 2015, A&E purchased certain products and services from Intercard including but not limited to a party and reservation system; the “I3” reader system; fourteen (14) “Itellers,” its “Redemption Control” system; an online registration system at A&E’s current kiosks; a mobile app system; an Intercard reporting system that was initially hosted by Intercard with the intent

that the data would eventually be placed on servers belonging to A&E; and other similar systems (the "Systems") from Intercard.

10. The Systems' function is to manage the magnetic strip cards used by GameTime patrons to play games and redeem prizes. Specifically, each card is programmed (by Intercard) with a unique code. The Systems track various data for each coded card (*e.g.*, remaining credits for game play, tickets earned for prize redemption, etc.) as the cards are used. Moreover, the Systems were to provide a means to reliably manage all locations with one server and one database with zero fault tolerance and allow centralized reporting with remotely managed pricing, promotions and games instantly. Moreover, a single card could be used at all of A&E's locations.

11. Intercard sold the Systems to A&E for that particular purpose.

12. A&E bought the produce for that particular purpose in reliance on Intercard's judgment.

13. A&E deployed the Systems at its Miami, Tampa, and Fort Myers locations beginning in 2015.

B. The Defective Systems

14. At the time the Systems left Intercard, however, they were defective (*i.e.*, not fit for the particular purpose for which Intercard knowingly sold them).

15. When Intercard was alerted to the defective nature of the Systems during the end of 2015, Intercard admitted that the Systems had various software issues, but that certain components of the Systems and their reporting functionality were properly fixed. Intercard also admitted that other software problems - as defined below - were in the process of being fixed by no later than January 14, 2016. The early problems with the Systems and status of the fixes were identified as;

- Teller displays token values for card history

- Extra security was added to iCashier.
- Micros combo programming @50% is up and running now
- Micros void is up and running now
- Micros reporting (in progress).
- Card number on Micros receipt is a theft issue. Can we add it to a Back Office report, if so, which one would you recommend?
- Membership, need to be able to select which field, token or bonus token, has the value added to (in progress).
- “By Square Area” report fixed.
- “Six week” report fixed.
- “Six week”, export to excel should have completed by 11/30/2015 (in progress).
- Time based revenue not reporting, fixed
- Blank report pages in the “Game Revenue” report have been fixed.
- Teller scanner bug fixed.
- Micros “Card Split”, fixed.
- Reader “No Funds” prompt changed.
- Teller “Other Button” (in progress).
- “Card Liability” and “Card Liability Summary” not showing tokens (in progress).
- Time card hot one purchased from Mircos, needs to be on first game swipe (in progress).
- “Card Consolidation” report not showing tokens (in progress).
- Moving ALL reporting to function with Tokens and Token Bonus (in progress).

16. Despite representing that these “in progress” items would be completely fixed by no later than January 15, 2016, InterCard was unable resolve the problems and instead blamed its shortcomings on “bugs from other features that have been added to the system.”

17. Beyond these problems first identified in 2015, A&E was told that the birthday booking software component of the Systems would be 100% ready for deployment no later than December 2015. As of the date of this Complaint, this booking component was never completed, which forced A&E to purchase a substitute party and reservation system from another vendor. Recognizing its inability to build and program a custom reservation system, InterCard has now created an entirely new off-the-shelf reservation system called Shindigger.

18. By email dated February 21, 2016, A&E informed InterCard that its centers were experiencing outages on the overall Systems for periods in excess of nine days. Despite first alerting InterCard concerning the outage, no resolution was forthcoming from the service team. Rather,

InterCard merely stated they had the situation under control. Nevertheless, InterCard's attempt to fix the issue was not effective and the problems persisted. During the center's busiest times, the outages continued, and A&E was told that developers were working to fix the issues. These efforts turned out to be more problematic, thereby causing further harm to the overall Systems. InterCard chose to deploy several untested changes on the center software during a busy Saturday afternoon at A&E's gaming centers. No attempt was made by InterCard to properly inform A&E that these fixes would be taking place at the centers' busiest day. As such these "quick fixes" took entire components of the Systems off-line rather than resolving the intermittent outages. Knowing that its failure to communicate with its customer and ensuring that these "fixes" were appropriately tested, InterCard asked A&E for additional time not wanting to "lose someone with [A&E's] reputation in the industry." The problem, however, was never resolved.

19. In or about June of the following year (2016), A&E forwarded a request for a service technician to examine a QR code problem contained within the Systems. Again, no response was forthcoming. A&E then sent written correspondence on June 20, 2016 explaining that the QR code problem resulted in 27,000 QR codes being sent to the cards held by A&E's customers that gave incorrect information. As a result, A&E was forced to spend time with its irate customers – who were rightfully upset and frustrated - to resolve the problem internally. This issue was never resolved by InterCard.

20. Continuing through 2017, A&E informed InterCard that the Systems were reporting negative balances on the cards provided by InterCard to A&E's customers. Further, the Systems indicated that the cards were reporting an incorrect number of redemption tickets earned by customers on their accounts. By email dated December 16, 2017, InterCard indicated that they will provide an answer to the incorrect cash and ticket balances by no later than the beginning of the following week.

Once again, InterCard ignored A&E until later in that week when they simply stated that “they have another tech looking at it.” No resolution was ever reached.

21. The following year, on February 5, 2018, A&E requested that InterCard open a service ticket for a software reporting problem. Unable to speak to a live person, A&E left a detailed message with a machine recording that promised that a service technician would immediately respond to the call. No phone call was returned to schedule a service appointment. A&E then sent written correspondence on February 13, 2018 requesting that a technician resolve the issue. The only response from InterCard was through its CEO, Scott Sherrod, who indicated that the company was having “tremendous growing pain” but promised someone would get back to A&E. The issue remains outstanding as of the date of filing this Complaint.

22. Despite not resolving these numerous issues with the defective Systems, InterCard billed a total of \$9,056.56 for its “cloud service” and other system components purportedly provided to A&E. In response, A&E – through counsel – notified InterCard that A&E communicated its intent to discontinue from any cloud service purportedly provided and offered proof that items supposedly sent to A&E were returned for credit including a cancellation for parts that were ordered and never received.

23. Having never remedied the Systems’ reported defects, InterCard took it upon itself to disconnect A&E’s access to InterCard’s database which resulted in each of A&E’s centers no longer being able to communicate with one another and a loss of the data hosted on InterCard’s cloud-based servers.

24. InterCard’s efforts, during this multi-year relationship have been ineffective in remedying the known defects in the Systems.

25. All conditions precedent, if any, to the commencement of this action have either occurred or been performed, waived, or excused.

26. A&E has retained the undersigned counsel to prosecute this action, for which it has agreed to pay said counsel a reasonable fee for their services.

COUNT I – BREACH OF EXPRESS WARRANTY

27. A&E repeats and realleges Paragraphs 1 through 26 as if fully set forth herein.

28. A&E purchased the Systems directly from Intercard and is thus in privity with Intercard.

29. Intercard expressly promised A&E that the Systems would work, which promise became part of the basis of the bargain.

30. Insofar as the systems were defective, and did not work as promised, Intercard breached that express warranty.

31. A&E gave Intercard prompt notice of the defects in the Systems, which defects Intercard has repeatedly promised to remedy, but has failed to actually do so.

32. As a direct and proximate result of the Systems' malfunctions, A&E has sustained at least \$500,000.00 in losses in purchasing the useless Systems, and additional losses in amounts to be determined for sales that A&E was unable to make due to the Systems' malfunctions.

WHEREFORE, Plaintiff, A&E ADVENTURES LLC, respectfully requests that this Court enter judgment in its favor and against Defendant, INTERCARD, INC., for damages, interest, costs, and such other and further relief as this Court deems just and proper.

**COUNT II – BREACH OF IMPLIED WARRANTY
OF FITNESS FOR A PARTICULAR PURPOSE**

33. A&E repeats and realleges Paragraphs 1 through 26 as if fully set forth herein.

34. A&E purchased the Systems directly from Intercard and is thus in privity with Intercard.

35. Intercard knowingly sold the Systems for the particular purpose of managing game cards.

36. A&E bought the Systems for that particular purpose in reliance on Intercard's judgment.

37. The Systems were defective (*i.e.*, not fit for the particular purpose for which Intercard knowingly sold them) when they left Intercard.

38. A&E gave Intercard prompt notice of the defects in the Systems, which defects Intercard has repeatedly promised to remedy, but has failed to actually do so.

39. As a direct and proximate result of the Systems' malfunctions, A&E has sustained at least \$500,000.00 in losses in purchasing the useless Systems, and additional losses in amounts to be determined for sales that A&E was unable to make due to the Systems' malfunctions.

WHEREFORE, Plaintiff, A&E ADVENTURES LLC, respectfully requests that this Court enter judgment in its favor and against Defendant, INTERCARD, INC., for damages, interest, costs, and such other and further relief as this Court deems just and proper.

COUNT III – PROMISSORY ESTOPPEL

40. A&E repeats and realleges Paragraphs 1 through 26 as if fully set forth herein.

41. Throughout 2016 and 2017, Intercard represented to A&E that Intercard would repair all of the defects in the Systems.

42. A&E reasonably relied on Intercard's promise to repair.

43. In reasonable reliance on Intercard's promise to repair, A&E changed its position detrimentally by postponing plans to replace the malfunctioning Systems with functioning ones from

another vendor, and continuing to use (or attempting to use) the malfunctioning Systems while waiting (in vain) for Intercard to perform the promised repairs.

44. As a direct and proximate result of Intercard's failure to repair the System malfunctions as promised, A&E has sustained losses in amounts to be determined for sales that A&E was unable to make due to the Systems' malfunctions.

WHEREFORE, Plaintiff, A&E ADVENTURES LLC, respectfully requests that this Court enter judgment in its favor and against Defendant, INTERCARD, INC., for damages, interest, costs, and such other and further relief as this Court deems just and proper.

Class Representation Allegations

45. A&E repeats and realleges Paragraphs 1 through 26 as if fully set forth herein.

46. A&E is not unique in the aforementioned difficulties it has experienced with Intercard, which are instead common to all consumers of Intercard's products.

47. Plaintiffs bring this class action on behalf of themselves and others similarly situated, as members of a class they propose be defined as follows: all consumers who (a) reside in Florida, (b) owned Intercard products prior to the date of this Complaint, and (c) who purchased Intercard's products within the United States.

48. Excluded from the proposed class are Intercard; any entity in which Intercard has or had a controlling interest; any of Intercard's officers, directors, legal representatives, heirs, successors, and assigns; A&E's counsel and anyone employed by A&E's counsel; any Judge assigned to this action and his or her immediate family; anyone who timely requests exclusion from the class.

49. This action may be maintained on behalf of the class proposed above pursuant to Rule 1.220(b)(1) or, alternatively, Rule 1.220(b)(3).

50. Upon information and belief, the number of proposed Class members exceeds one hundred, and individual joinder of the purchasers of these systems would be impractical.

51. Common questions of law and fact exist as to members of the class and predominate over questions affecting only individual class members. These common questions include:

- a. Whether Intercard's products are defective;
- b. Whether Intercard has purposely or knowingly failed to provide adequate support for its products; and
- c. The steps taken (or not taken) by Intercard to maintain an adequate number of personnel with adequate training to support the systems in operation.

52. A&E is a member of the proposed class and its claims are typical of the claims of the other members of the class. Plaintiffs and class members all reside in Florida and purchased Intercard's products.

53. A&E is an adequate representative of the class because its interests do not conflict with the interests of the members of the class it seeks to represent. A&E has retained counsel competent and experienced in complex class action litigation, and A&E intends to prosecute this action vigorously. The interests of members of the Class will be fairly and adequately protected by A&E and its counsel.

54. The class action device is superior to other available means for the fair and efficient adjudication of the claims of A&E and other Class members. The relief sought per individual member of the Class is relatively small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by Intercard's conduct. Even if the Class members themselves could afford such individual litigation, the court system could not. Individual litigation of the legal and factual issues raised by Intercard's conduct would increase delay and expense to all parties and to the court system. The Class action device presents far fewer management difficulties

and provides the benefits of a single, uniform adjudication, economics of scale and comprehensive supervision by a single court. Given the similar nature of the Class members' claims, the Class will be easily managed by the Court and the parties.

55. Furthermore, the prosecution of separate claims and defenses by individual members of the Class would create a risk of either: (a) inconsistent or varying adjudications concerning individual members of the Class which would establish an incompatible standard of conduct for the party opposing the Class; or (b) adjudications concerning individual members of the Class which would, as a practical matter, be dispositive of the interest of other members of the Class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the Class who are not parties to the adjudications to protect their interest.

COUNT IV – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, FLA. STAT. § 501.201 ET SEQ.

56. A&E repeats and realleges Paragraphs 45 through 55 as if fully set forth herein.

57. The Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.* (“**FDUTPA**”) provides in relevant part that “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” Fla. Stat. § 501.204(1).

58. A&E is a “consumer” as defined in Fla. Stat. § 501.203.

59. At all times material hereto, Intercard has been engaged in the business of selling products and services nationwide.

60. Intercard is engaged in “trade or commerce” as defined in Fla. Stat. § 501.203.

61. Intercard’s above-described conduct – namely, selling goods that it should know are defective and not suited for their purpose, and then repeatedly promising to remedy the defects, but failing to do so – constitutes an unfair or deceptive act or practice under Fla. Stat. § 501.204(1).

62. Said conduct is against public policy because it subjects consumers to the expense of products that don't work for their intended purpose, and the resulting business losses, which are only aggravated by InterCard's repeated unfulfilled promises of correcting the defects in its products.

63. Dozens, perhaps hundreds, of Florida consumers have been harmed by InterCard's conduct discussed above.

WHEREFORE, Plaintiff, A&E ADVENTURES LLC, respectfully requests that this Court enter judgment in its favor and that of the proposed class, and against Defendant, INTERCARD, INC., awarding compensatory damages in amounts to be determined at trial, and reasonable attorneys' fees and costs pursuant to Fla. Stat. § 501.2105(1), together with such other and further relief which this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all issues so triable.

Dated this 30th day of January 2019.

Respectfully submitted,

The Behar Law Firm, P.A.
Attorneys for Plaintiff
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By: *s/ Samuel M. Sheldon*
Howard R. Behar
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IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY,
FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

CLASS REPRESENTATION

A&E ADVENTURES LLC, a Florida
limited liability company,

Plaintiff,

v.

INTERCARD, INC., a Nevada corporation,

Defendant.

SUMMONS ON A CORPORATION

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the Complaint,
Plaintiff's in this action on Defendant: **INTERCARD, INC.**, a Nevada corporation,

By serving its Registered Agent: CORPDIRECT AGENTS, INC.
701 SOUTH CARSON STREET, SUITE 200
CARSON CITY, NV 89701

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's
attorney, to wit:

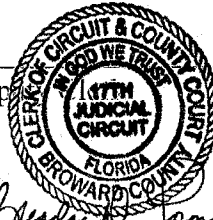
THE BEHAR LAW FIRM, P.A.
HOWARD R. BEHAR
SAMUEL M. SHELDON
3323 N.E. 163RD STREET, SUITE 402
NORTH MIAMI BEACH, FL 33160
786-735-3300
hrb@beharlegal.com; sms@beharlegal.com
np@beharlegal.com

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court whether before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

Dated On: JAN 30 2019)

Brenda D. Forman, Broward Clerk of Court

By _____
As Dep



BRENDA D. FORMAN

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

THE BEHAR LAW FIRM, P.A.
HOWARD R. BEHAR
SAMUEL M. SHELDON
3323 N.E. 163RD STREET, SUITE 402
NORTH MIAMI BEACH, FL 33160
786-735-3300

hrb@beharlegal.com; sms@beharlegal.com; np@beharlegal.com

In accordance with the Americans with Disabilities Act of 1990 (ADA), disabled persons who, because of their disabilities, need special accommodation to participate in this proceeding should contact the ADA Coordinator no later than SEVEN (7) business days prior to such proceeding.

RETURN OF SERVICE

State of Florida

County of Broward

Circuit Court

Case Number: 19-2172 CACE 02

Plaintiff:
A&E ADVENTURES, LLC, a Florida Limited Liability company



MJD2019001023

vs.

Defendant:
INTERCARD, INC, a Nevada coporation

For:
Howard R. Behar, Esq.
The Behar Law Firm, P.A.
3323 N.E. 163rd Street
Suite 402
North Miami Beach, FL 33160

Received by Process Services, Inc. on the 1st day of February, 2019 at 9:05 am to be served on **Intercard, Inc. c/o Corpdirect Agents, Inc., 701 South Carson Street, Suite 200, Carson City, NV 89701.**

I, Abraham Fattahi Tabari, do hereby affirm that on the **1st day of February, 2019 at 2:27 pm, I:**

Served the within named corporation/entity by delivering a true copy of the Summons & Complaint with the date and hour of service endorsed thereon by me to: Ashlei Klien-Flynn as employee of the Registered Agent (Company) for Intercard, Inc. at 701 South Carson Street, Suite 200, Carson City, NV 89701 and informed said person of the contents therein, in compliance with state statutes.

Under penalty of perjury, I declare that I have read the foregoing and that the facts stated in it are true, that I am a Certified Process Server in the circuit in which service was effected in accordance with Florida Statutes and I have no interest in the above action.

Abraham Fattahi Tabari
#R-100148

Process Services, Inc.
8382 State Road 84
Fort Lauderdale, FL 33324
(954) 474-4867

Our Job Serial Number: MJD-2019001023

Case Number: CACE-19-002172 Division: 02

Filing # 84154130 E-Filed 01/30/2019 03:43:32 PM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

CLASS REPRESENTATION

A&E ADVENTURES LLC, a Florida limited liability company,

Plaintiff,

v.

INTERCARD, INC., a Nevada corporation,

Defendant.

Date 2/1/19 Time 2:27 PM

Initials OFT ID # R-100148

SUMMONS ON A CORPORATION

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the Complaint, Plaintiff's in this action on Defendant: **INTERCARD, INC.**, a Nevada corporation,

By serving its Registered Agent: **CORPDIRECT AGENTS, INC.**
701 SOUTH CARSON STREET, SUITE 200
CARSON CITY, NV 89701

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit:

THE BEHAR LAW FIRM, P.A.
HOWARD R. BEHAR
SAMUEL M. SHELDON
3323 N.E. 163RD STREET, SUITE 402
NORTH MIAMI BEACH, FL 33160
786-735-3300

hrb@beharlegal.com; sms@beharlegal.com
np@beharlegal.com

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY,
FLORIDA

A&E ADVENTURES LLC, a Florida
limited liability company,

CASE NO. 2019-CA-002172

Plaintiff,

CLASS REPRESENTATION

v.

INTERCARD, INC. a Nevada
corporation,

Defendants.

**DEFENDANT INTERCARD'S UNOPPOSED MOTION FOR EXTENSION OF TIME
TO RESPOND TO PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR
JURY TRIAL**

Defendant, INTERCARD, INC ("Intercard"), by and through undersigned counsel, moves this Court pursuant to Rule 1.090(b), Fla. R. Civ. P., for the entry of an Order granting Intercard an extension of time through and including March 13, 2019 within which to file a response to the Class Action Complaint and Demand for Jury Trial ("Complaint") filed by Plaintiff A&E ADVENTURES LLC ("Plaintiff"). In support of its motion Intercard states as follows:

1. A response to Plaintiff's Complaint by Intercard is currently due for service on February 21, 2019.

2. The undersigned is investigating the allegations raised in Plaintiff's Complaint; however, counsel requires additional time to review documents, gather the information needed to respond to the Complaint and communicate with its client about the appropriate response(s) to the allegations against Intercard.

3. Accordingly, Intercard requests a twenty (20) day extension of time, from the current due date, to respond to the Complaint, through March 13, 2019, and respectfully requests that good cause exists for the requested extension.

4. This motion is made in good faith and not for purposes of delay.

5. Counsel for Intercard has conferred with opposing counsel and opposing counsel has agreed to the relief sought herein.

WHEREFORE, Intercard respectfully requests that this Court enter an Order granting Intercard an extension of time through and including March 13, 2019 within which to respond to the complaint, or granting such other and further relief as this Court deems necessary and proper.

Respectfully submitted,

By: s/Frank A. Zacherl

Frank A. Zacherl, Esq.
Florida Bar No. 868094
FZacherl@shutts.com

Oliver Sepulveda, Esq.
Florida Bar No. 111763
OSepulveda@shutts.com

SHUTTS & BOWEN LLP
200 South Biscayne Boulevard, Ste. 4100
Miami, FL 33131
Telephone: (305) 358-6300
Facsimile: (305) 381-9982
LMFernandez@shutts.com
KRicketts@shutts.com
Attorneys for Defendant Intercard, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail and/or certified mail this 21st day of February, 2019 to:

Howard R. Behar
and
Samuel M. Sheldon
Attorneys for Plaintiff
The Behar Law Firm, P.A.
3323 NE 163rd Street, Suite 402
North Miami Beach, Florida 33160
Telephone: (786) 735-3300
Facsimile: (786) 735-3307
hrb@bcharlegal.com
sms@bcharlegal.com
np@bcharlegal.com

By: s/Frank A. Zacherl

Frank A. Zacherl, Esq.

MIADOCs 17717051 1

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE19002172 DIVISION 02 JUDGE John Bowman

A&E Adventures LLC

Plaintiff(s) / Petitioner(s)

v.

InterCard, Inc.

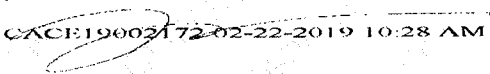
Defendant(s) / Respondent(s)

AGREED ORDER

THIS CAUSE came before the Court upon Defendant INTERCARD, INC's, ("InterCard"), Unopposed Motion for Extension of Time to Respond to Plaintiff's Class Action Complaint and Demand for Jury Trial (the "Motion"). The Court having reviewed the Motion and being otherwise fully advised in the premises, it is hereby ORDERED AND ADJUDGED as follows:

1. The Motion is **GRANTED**. InterCard shall respond to Plaintiff's Class Action Complaint and Demand for Jury Trial by March 13, 2019.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 02-22-2019.


CACE19002172 02-22-2019 10:28 AM

CACE19002172 02-22-2019 10:28 AM

Hon. John Bowman

CIRCUIT JUDGE

Electronically Signed by John Bowman

Copies Furnished To:

Francis A Zacherl , E-mail : fzacherl@shutts.com

Francis A Zacherl , E-mail : Kricketts@shutts.com

Francis A Zacherl , E-mail : LMFernandez@shutts.com

Howard R. Behar , E-mail : hrb@beharlegal.com

Howard R. Behar , E-mail : np@beharlegal.com

CIVIL COVER SHEET

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

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 A&E ADVENTURES LLC, a Florida limited liability company, DEFENDANTS INTERCARD, INC., a Nevada corporation,

(b) County of Residence of First Listed Plaintiff Broward County of Residence of First Listed Defendant St. Louis (EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) The Behar Law Firm, P.A. 3323 NE 163rd Street, Suite 402 North Miami Beach, Florida 33160 Telephone: (786) 735-3300

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

Attorneys (If Known) Shotts & Bowen LLP 200 South Biscayne Boulevard, Ste. 4100 Miami, FL 33131 Telephone: (305) 358-6300

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

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)

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

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

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

Click here for: Nature of Suit Code Descriptions

Grid of categories for nature of suit: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PERSONAL INJURY, PRISONER PETITIONS, LABOR, IMMIGRATION, 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 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 Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332, 1367, 1441, and 1446

VIII. REQUESTED IN COMPLAINT: LENGTH OF TRIAL via days estimated (for both sides to try entire case)

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$500,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE March 1, 2019 SIGNATURE OF ATTORNEY OF RECORD

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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Florida Family Entertainment Center Sues Intercard Over Alleged System Defects](#)
