

UNITED STATES DISTRICT COURT FOR
EASTERN DISTRICT OF PENNSYLVANIA

**BENNETT BEER, on Behalf of Himself and
All Others Similarly Situated,**

Plaintiff,

vs.

**IKEA North America Services, LLC, d/b/a as
IKEA**

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Bennett Beer (Plaintiff or Mr. Beer), by and through undersigned counsel, on behalf of himself and all persons similarly situated, complains and alleges as follows:

NATURE OF THE CASE

1. This is a civil action seeking monetary damages, restitution, declaratory relief, and injunctive relief from IKEA North America Services, LLC (“IKEA”), arising from IKEA’s breach of contract and false and deceptive representations regarding its coupon offering \$25 off a purchase of \$150 or more before tax. *See* Ex. A (example of such a coupon).¹

2. IKEA prominently advertises its coupon, offering \$25 off a purchase of \$150 or more before tax (*e.g.*, “the July MEGA \$25 off”). IKEA also proximately advertises its return policy, as follows:

It’s OK to change your mind. If you’re not totally satisfied with your IKEA purchase you can return it within 365 days, together with proof of purchase, for a full refund.

See Ex. B.²

¹ *See also* <https://info.ikea-usa.com/MakeRoomForNature/Content/pdf/coupon.pdf> (last visited 8/16/2018) (example of similar coupon).

² *See also* https://www.ikea.com/ms/en_US/customer-service/about-shopping/return-policy/index.html (last visited 8/16/2018) (IKEA website stating its return policy).

3. These statements are false in this instance. When customers utilize an IKEA coupon to purchase over a certain amount before tax and then return merchandise, IKEA spreads the coupon value across all items purchased, so the customer does not receive a full refund on the returned merchandise.

4. This contradicts IKEA's express, unambiguous representations in the coupon agreement. As a result, customers are not provided a full refund on the returned merchandise as promised, and IKEA keeps for itself the portion of the coupon that it has allocated to the returned merchandise, with no regard for the amount over \$150 (or other set amount specified by a coupon) of the original purchase.

5. IKEA's deceptive conduct has injured Plaintiff and other Class members, and constitutes breach of express and implied contract, breach of the implied covenant of good faith and fair dealing, fraud, fraudulent inducement, and fraud in the execution, negligent misrepresentation or omission, unjust enrichment, and a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 Pa. Stat. § 201-1 *et. seq.* As a result, Plaintiff and other Class members are entitled to monetary damages, declaratory and injunctive relief, fees, costs, and other relief available at law or equity.

JURISDICTION AND VENUE

6. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative Class exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than Sunoco.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because IKEA is subject to personal jurisdiction here and regularly conducts business in the Eastern District of Pennsylvania, because Plaintiff resides in this district and his transaction at issue occurred in this district, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

THE PARTIES

8. Plaintiff Bennett Beer is a resident and citizen of the Commonwealth of Pennsylvania.

9. Defendant IKEA North America Services, LLC (“IKEA”), is a Delaware limited liability company operating a chain of home furnishing retail stores in North America. The company was founded in 1985 and has its principal place of business located at 420 Alan Wood Road, Conshohocken, Pennsylvania, 19428. IKEA regularly conducts business in Pennsylvania. It has specific, as well as general and systematic, contacts in Pennsylvania. IKEA North America Services, LLC operates as a subsidiary of IKEA Holdings U.S., Inc., a subsidiary of INGKA HOLDING B.V., a Swedish company. On information and belief, promotional and administrative decisions about IKEA coupons and policy affecting U.S. residents are made by IKEA personnel in Pennsylvania.

10. IKEA may be served through its registered agent, The Corporation Trust Company, located at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

COMMON FACTUAL ALLEGATIONS

A. The Coupon

11. IKEA prominently advertises coupons available to all customers. Among other times, in July of 2018, IKEA made a coupon available promising “\$25 off a purchase of \$150 or more before tax.” *See* Ex. A.

12. The terms of the coupon and its use were printed on the coupon itself:

Offer valid April 21 - April 22, 2018. One discount per household. Discount will be taken prior to tax and shipping and handling. Valid in US stores only. No cash value. Printed coupon or electronic copy must be presented at time of purchase. Void if altered, copied, transferred, resold, sold through online auction or prohibited by law. Cannot be combined with other IKEA offers or discounts, except IKEA FAMILY product offers. Not valid on IKEA Kitchen Event offer, IKEA services, Eat for Free or Kids Eat Free IKEA Food Offers, IKEA FAMILY Individual Kitchen Planning Service Offer or in the IKEA Restaurant or Swedish Food Market. Not valid on previous purchases or the purchase of IKEA Gift Cards. Additional terms and conditions may apply. See store for details.

13. Further, the coupon explains how it can be used: **To redeem your coupon, bring it to your local IKEA store or display it on your phone at checkout.**

14. Thus, when used, the \$25 discount coupon should accrue for every purchase of over \$150 or more before tax.

B. The Return Policy

15. IKEA prominently advertises its return policy to all customers. *See* Ex. B.

16. The terms of the return policy are:

It's OK to change your mind. If you're not totally satisfied with your IKEA purchase you can return it within 365 days, together with proof of purchase, for a full refund. Refunds will be made in the same form of payment originally used to make the purchase.

17. Returns can be made in the store, or pick-up is available. Even if a customer does not have the original receipt, if the purchase was made within a year, IKEA can attempt to locate it using information from the original the purchase.

18. Thus, IKEA's return policy assures customers that they can return merchandise and get "a full refund."

C. **Plaintiff's Experience with IKEA**

19. Plaintiff, Mr. Bennett Beer, was a customer at IKEA's store in Conshohocken, PA. On July 8, 2018, he went to the Conshohocken store and purchased merchandise worth over \$150.

20. He presented the July MEGA \$25 off coupon and the coupon was applied to his purchase such that he paid \$25 less on the merchandise that he purchased. His total bill before tax on July 8, 2018 was \$351.99. His \$25 discount was applied to that, totaling \$326.99. Pennsylvania's 6% sales tax was then applied.

21. Two days later, on July 10, 2018, Mr. Beer returned to the Conshohocken IKEA store and returned a shelving unit (identified as *KALLAX shelf unit*). The product's purchase price was \$79, but Mr. Beer was only given credit for the purchase in the amount of \$73.39, plus tax.

22. A closer inspection of Mr. Beer's original receipt shows that IKEA does not subtotal all of the items, then apply a \$25 discount. Instead, the register calculates the ratio the \$25 reflects across all the purchases and applies that ratio to reduce the price of each item. The equation can be summarized as follows:

$$\frac{\text{Total cost of purchase before tax} \div ((\text{total cost of purchase before tax}) - \$25)}{\text{Total cost of purchase before tax}} = \text{The \% to be applied to each piece of merchandise for purposes of return value}$$

23. In Mr. Beer's case, the calculation is $\$351.99/\$326.99 = .9298989$. So, the register reduces the price of each item by multiplying it by .9298989.

24. Mr. Beer returned an item originally worth \$79.00, but after the above discount was individually applied to it, he only received back \$73.39.

25. Even though Mr. Beer's total transaction was still over \$150 even after the return is factored in, he received only \$73.39 back. So, he effectively received less than the \$25.00 off his total purchase, as promised. This directly contradicts IKEA's promises and representations.

26. The arithmetic demonstrating how Mr. Beer received less than \$25 off can be stated thusly. After his refund, Mr. Beer should have paid the following before tax: \$351.99 (original total purchase) - \$79 (returned item) - \$25 (coupon) = \$247.99.

27. However, because IKEA spreads the coupon savings the way it does, he actually ended up paying more: \$326.99 (original gross total price after coupon ratio applied) - \$79.39 (returned item's value with coupon ratio applied) = \$250.60.

28. Thus, Mr. Beer should have been out of pocket \$247.99 after his return. Instead, he was out of pocket \$250.60, or about \$2.61 more than he should have been.

29. Thus, contrary to its promises and representations, IKEA does *not* provide a full refund on merchandise that was purchased using the coupon despite meeting all the terms of the contract and does not honor the explicit terms of its own coupon offerings.

C. IKEA Benefits from Its Conduct

30. IKEA substantially benefits from its fraudulent, deceptive, and unfair conduct. By offering customers a discount on merchandise and a full refund on returns, IKEA has lulled consumers into making purchases when they might not have, or that they would have made elsewhere, and/or at a lower price.

31. In addition, IKEA has also enriched itself by not returning back the full refund value of the merchandise purchased by putative Class members and keeping the money for itself.

CLASS ALLEGATIONS

32. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

33. The proposed classes are defined as:

All persons in the United States who, within the applicable statute of limitations preceding the filing of this action through class certification, used an IKEA coupon that promised a dollar amount off a set total purchase amount before tax and returned an item, but the total purchases still exceeded the set total amount before tax even after the return. (the “National Class”); and, alternatively,

All persons in the Commonwealth of Pennsylvania who, within the applicable statute of limitations preceding the filing of this action through class certification, used an IKEA coupon that promised a dollar amount off a set total purchase amount before tax and returned an item, but the total purchases still exceeded the set total amount before tax even after the return.

The National Class and the Pennsylvania State Subclass are collectively referred to as the “Classes.” Plaintiff reserves the right to modify or amend the definition of the proposed Classes before the Court determines whether certification is appropriate.

34. Excluded from the Classes are IKEA, its parents, subsidiaries, affiliates, officers and directors, any entity in which IKEA has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

35. The members of the Classes are so numerous that joinder is impractical. The Classes consist of hundreds or thousands of members, the identities of whom are within the knowledge of and can be ascertained only by resort to IKEA’s records.

36. The claims of the representative Plaintiff are typical of the claims of the Classes in that the representative Plaintiff, like all Class members, is an IKEA customer that used the coupon, returned merchandise and still had total purchases in excess of a set amount before tax even after the return. The representative Plaintiff, like all Class members, has been damaged by IKEA’s misconduct in that they were not given a full refund and/or were not given full value of the coupon discount. Furthermore, the factual basis of IKEA’s misconduct is common to all Class members and represents a common thread of conduct resulting in injury to all members of the Classes.

37. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

38. Among the questions of law and fact common to the Classes are whether IKEA:

a. Breached the promise that customers would receive a promised amount off total purchases (*e.g.*, \$25) of set amounts (*e.g.*, \$150 or more) before tax.

b. Breached the promise that customers would receive full refunds on validly returned merchandise.

c. Unlawfully, falsely, deceptively, or misleadingly represented that customers would receive a promised amount off total purchases (*e.g.*, \$25) of set amounts (*e.g.*, \$150 or more) before tax.

d. Unlawfully, falsely, deceptively, or misleadingly represented that customers would receive full refunds on validly returned merchandise.

e. To the extent applicable, whether and how long IKEA fraudulently concealed its past and ongoing wrongful conduct from Plaintiff and other members of the Classes;

f. Was unjustly enriched through the company's actions; and

g. Violated consumer protection and other state law.

39. Other questions of law and fact common to the Classes include:

a. The proper method or methods by which to measure damages; and

b. The declaratory and injunctive relief to which the Classes are entitled.

40. Plaintiff's claims are typical of the claims of other Class members, in that they arise out of the same wrongful conduct and the same or substantially similar unconscionable conduct by IKEA. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

41. IKEA acted on grounds generally applicable to the entirety of the Classes, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Classes as a whole. Injunctive relief is necessary to prevent further unlawful conduct by IKEA. Money damages alone will not afford adequate and complete relief, and injunctive relief is necessary to restrain IKEA from continuing to engage in unlawful conduct.

42. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

43. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of IKEA, no Class member could afford to seek legal redress individually for the claims alleged herein. Further, the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct. Therefore, absent a class action, the Class members will continue to suffer losses and IKEA's misconduct will proceed without remedy.

44. Even if Class members themselves could afford such individual litigation, the court system could not. Individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

45. Notice to the Classes may be made by publication or otherwise, including based on IKEA's records.

FIRST CLAIM FOR RELIEF
BREACH OF EXPRESS OR IMPLIED CONTRACT AND THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

46. Plaintiff repeats and realleges the allegations set forth above and incorporates the same as if set forth herein at length.

47. Plaintiff brings this claim individually and on behalf of the proposed Classes against Defendants.

48. The coupon provided to the Plaintiff and the Class Members constitutes a promise on behalf of IKEA and as such is a valid, enforceable contract requiring IKEA to provide a promised amount off total purchases (*e.g.*, \$25) of set amounts (*e.g.*, \$150 or more) before tax when applicable.

49. Plaintiff and the proposed class members' use of the coupon complied and fulfilled all obligations under the coupon agreement and/or have had any alleged non-performance excused by reason of IKEA's actions.

50. IKEA's return policy provided to the Plaintiff and the Class Members constitutes a promise on behalf of IKEA and as such is a valid, enforceable contract requiring IKEA provide a full refund on returned merchandise when applicable.

51. Plaintiff and the proposed class members' return of merchandise purchased with the coupon complied and fulfilled all obligations under the return policy agreement and/or have had any alleged non-performance excused by reason of IKEA's actions.

52. IKEA materially breached its promises with Plaintiff by failing to perform their obligations by either or both (1) not providing a promised amount off total purchases (*e.g.*, \$25) of set amounts (*e.g.*, \$150 or more) before tax, and/or (2) not providing a full refund on returned

merchandise purchased with the coupon when the total purchases still exceeded set amounts before tax even after the return.

53. As a direct result of material breaches by IKEA as set forth herein, Plaintiff was damaged as may be shown according to proof at time of trial. The injury consists of the amount of the reduction in price assigned by IKEA to each product purchased with the coupon and then returned for the reduced price when the total purchases still exceeded a set amount before tax after the return.

54. Further, every contract imposes upon each party a duty of good faith and fair dealing in its performance. The contracts between Plaintiff and IKEA contain an implied covenant of good faith and fair dealing whereby neither party can do anything to infringe upon the other party's rights to the benefits of the contracts. Accordingly, IKEA had a duty to act in good faith and consistent with the terms of the contracts.

55. IKEA's conduct, as set forth herein, breached the implied covenant of good faith and fair dealing in the contracts with Plaintiff and the Classes.

56. For example, IKEA has materially breached the implied covenant of good faith and fair dealing by, amongst other things set forth in this Complaint, promising to provide a full refund returned merchandise, and failed to do so.

57. As a direct result of Defendants' material breach of the covenant of good faith and fair dealing, as set forth herein, Plaintiffs have been damaged as may be shown according to proof at time of trial.

SECOND CLAIM FOR RELIEF
FRAUD, FRAUDULENT INDUCEMENT, AND FRAUD IN THE EXECUTION

58. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

59. IKEA affirmatively misrepresented and/or did not disclose sufficient facts to render non-misleading its statements about customers receiving a full refund on returned goods when they purchase goods with the coupon.

60. IKEA knew, or reasonably should have known, that its representations alleged herein were materially false or misleading, or that omission of material facts rendered such representations false or misleading. IKEA also knew, or had reason to know, that its misrepresentations and omissions would induce Class members to purchase additional merchandise at IKEA locations.

61. IKEA's misrepresentations or omissions were material and a substantial factor in Plaintiff and Class members' making purchases and additional purchases of merchandise at IKEA locations.

62. IKEA intended its misrepresentations or omissions to induce Plaintiff and Class members to make purchases and additional purchases of merchandise at IKEA locations, or had reckless disregard for same.

63. But for these misrepresentations (or omissions), Plaintiff and Class members would not have made purchases of merchandise at IKEA locations, and/or would not have made additional purchases of merchandise, an/or would have made purchases elsewhere.

64. Plaintiff and Class members were justified in relying on IKEA's misrepresentations. The same or substantively identical misrepresentations were communicated, and/or the same or substantively identical omissions were not communicated, to each Class member.

65. IKEA failed in the execution of the promised discount by not honoring, applying, or handling it correctly as represented in the case of Plaintiff and Class members.

66. Plaintiff and Class members were damaged by reason of IKEA's misrepresentations or omissions alleged herein.

THIRD CLAIM FOR RELIEF
NEGLIGENT MISREPRESENTATION OR OMISSION

67. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

68. IKEA had or undertook a duty to accurately and truthfully represent to consumers the truth regarding its discount coupon and return policy.

69. IKEA failed to exercise ordinary care in making representations concerning its discount coupon and return policy.

70. IKEA negligently misrepresented or omitted facts regarding its discount coupon and return policy.

71. IKEA's statements were false at the time the misrepresentations were made (or at the time omissions were not made).

72. IKEA knew, or reasonably should have known, that its representations alleged herein were materially false or misleading, or that omission of material facts rendered such representations false or misleading. IKEA also knew, or had reason to know, that its misrepresentations and omissions would induce Class members to make purchases of merchandise at IKEA locations or to make additional purchases of merchandise.

73. As a direct and proximate result of IKEA's acts and omissions described herein, Plaintiff and putative Class members have suffered harm, and will continue to do so.

74. IKEA's misrepresentations or omissions were material and a substantial factor in Plaintiff and Class members' making purchases or additional purchases of merchandise at IKEA locations.

75. IKEA intended its misrepresentations or omissions to induce Plaintiff and Class members to make purchases or additional purchases of merchandise at IKEA locations, or had reckless disregard for same.

76. But for these misrepresentations (or omissions), Plaintiff and Class members would not have made purchases or additional purchases of merchandise at IKEA locations, an/or would have made purchases elsewhere.

77. Plaintiff and Class members were justified in relying on IKEA's misrepresentations. The same or substantively identical misrepresentations were communicated, and/or the same or substantively identical omissions were not communicated, to each Class member.

78. Plaintiff and Class members were damaged by reason of IKEA's misrepresentations or omissions alleged herein.

FOURTH CLAIM FOR RELIEF
UNJUST ENRICHMENT

79. Plaintiff repeats the preceding paragraphs as if set forth fully herein.

80. By means of IKEA's wrongful conduct alleged herein, IKEA knowingly induced Plaintiff and members of the Class to use the discount coupon by fraudulent, unfair, deceptive, unconscionable, and/or oppressive means.

81. IKEA knowingly received and retained wrongful benefits from Plaintiff and members of the Classes. In so doing, IKEA acted intentionally or with conscious disregard for the rights of Plaintiff and members of the Classes.

82. As a result of IKEA's wrongful conduct as alleged herein, IKEA has been unjustly enriched at the expense, and to the detriment, of Plaintiff and members of the Classes.

83. IKEA's unjust enrichment is traceable to, and resulted directly and proximately from, the wrongful conduct alleged herein.

84. It is unfair and inequitable for IKEA to be permitted to retain the benefits it received, and that it may still be receiving, without justification, from the wrongful conduct alleged herein. IKEA's retention of such benefits under the circumstances is inequitable.

85. The financial benefits derived by IKEA rightfully belong to Plaintiff and members of the Classes in whole or in part. IKEA should be compelled to account for and disgorge in a common fund for the benefit of Plaintiff and members of the Classes all wrongful or inequitable proceeds received from them. A constructive trust should be imposed upon all wrongful or inequitable sums received by IKEA traceable to Plaintiff and the members of the Classes.

86. Plaintiff and members of the Classes have no adequate remedy at law.

87. IKEA's fraudulent and unilateral decision how to apply the discount coupon and return policy amounts to an illusory promise rendering any agreement unenforceable, unconscionable, void, or voidable.

FIFTH CLAIM FOR RELIEF
PENNSYLVANIA'S UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW, 73 PA. STAT. § 201-1, *ET. SEQ.*

88. Plaintiff repeats and realleges the allegations set forth above and incorporates the same as if set forth herein at length.

89. Plaintiff brings this count on his own behalf and on behalf of all Class members.

90. IKEA engaged in fraudulent and deceptive conduct in violation of Pennsylvania Unfair Trade Practices and Common Protection Law ("UTPCPL"), 73 Pa. Stat. § 201-1 *et. seq.* by informing Plaintiff and other Class members that it would provide a full refund on returned merchandise purchased using the coupon at issue when the total purchases still exceeded the set amount before tax after the return.

91. Additionally, Defendant engaged in fraudulent and deceptive conduct in violation of UTPCPL when it did not provide Plaintiff and other Class members the full value of the promised amount off total purchases (*e.g.*, \$25) of set amounts (*e.g.*, \$150 or more) when

merchandise purchased using the coupon at issue was returned and the total purchases still exceeded the set amount before tax after the return.

92. The goal, purpose and/or effect of IKEA's fraudulent and deceptive scheme was to retain additional profits for itself and continue to protect itself against perceived risk.

93. As a direct and proximate result of IKEA's deceptive and fraudulent conduct violating the UTPCPL, Plaintiff and other Class members suffered injury. The injury consists of the amount of the reduction in price assigned by IKEA to each product purchased with the coupon and then returned for the reduced price when the total purchases still exceeded a set amount before tax after the return.

94. This injury is of the type the UTPCPL was designed to prevent and directly results from IKEA's unlawful conduct.

95. In addition to actual damages, Plaintiff and other Class members are entitled to declaratory and injunctive relief as well as reasonable attorney's fees and costs pursuant to 73 Pa. Stat § 201-9.2.

SIXTH CLAIM FOR RELIEF
DECLARATORY RELIEF

96. Plaintiff repeats the foregoing paragraphs as if set forth herein.

97. The Declaratory Judgment Act, 28 U.S.C. § 2201(a), provides that in "a case of actual controversy within its jurisdiction . . . any court of the United States . . . may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought." 28 U.S.C. § 2201(a).

98. As described above, this Court has jurisdiction over this matter, and therefore may declare the rights of Plaintiff and the Classes.

99. Class-wide declaratory relief is appropriate where a Defendant has "acted or refused to act on grounds that apply generally to the class."

100. IKEA have established a system through which merchandise purchased using the coupon at issue is assigned a diminished value based on a formula for purposes of what constitutes a full refund amount if that merchandise is returned.

101. A judicial declaration as to whether this system is fair, reasonable and appropriate so the parties may ascertain their rights, duties, and obligations with respect to one another is necessary.

102. The Court should use its equitable powers to declare that this system does not fairly, reasonably or appropriately value the merchandise purchased with the coupon such that when a customer returns the merchandise purchased with the coupon and the original purchase still exceeds a set amount, the amount the customer receives under the return policy is not a full refund price, but rather a wrongfully reduced price, and IKEA is liable to Plaintiff and the Classes for damages caused by that practice.

SEVENTH CLAIM FOR RELIEF
INJUNCTIVE RELIEF

103. Plaintiff repeats the foregoing paragraphs as if set forth herein.

104. This is an action for permanent injunctive relief seeing to enjoin IKEA from continuing to imposing a system through which merchandise purchased using the coupon at issue is assigned a diminished value based on a formula for purposes of what constitutes a full refund amount if that merchandise is returned.

105. Plaintiff and other class members are persons aggrieved by IKEA's practices and are entitled to seek an injunction against IKEA to permanently enjoin it, and to recover their reasonable attorneys' fees and court costs.

106. The foregoing actions and conduct by IKEA continue at present, and will continue unabated, unless and until prohibited by this Court and constitute a violation of law.

107. Plaintiff and the classes have no adequate remedy at law and they - and the consuming public - will or are likely to suffer irreparable harm unless IKEA's practices alleged herein are enjoined.

108. Plaintiff and the classes will suffer irreparable harm if an injunction is not granted as monetary damages cannot force IKEA to correct its improper conduct, change its improper practices or enjoin it from continuing its improper practice.

109. The requested injunction promotes the public interest by furthering the proper application of law and preventing the improper collection of improper charges from unknowing consumers.

110. Accordingly, Plaintiff and the classes asks this Court to enjoin IKEA from a implementing a system through which merchandise purchased using the coupon at issue is assigned a diminished value based on a formula for purposes of what constitutes a full refund amount if that merchandise is returned.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

- A. Declaring IKEA's conduct to be a breach of contract or a breach of the duty of good faith and fair dealing
- B. Declaring IKEA's conduct alleged herein to be fraudulent, deceptive, wrongful, unfair, inequitable, and unconscionable;
- C. Restitution owing to Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;
- D. An accounting and disgorgement of the ill-gotten gains derived by IKEA's misconduct;
- E. Actual damages in an amount according to proof;

- F. A temporary and permanent injunction enjoining IKEA from engaging in the same wrongful conduct going forward, including but not limited to requiring IKEA to adequately disclose facts to render truthful its representations;
- G. Punitive and exemplary damages;
- H. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- I. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees; and
- J. Such other relief as this Court deems just and proper.

Dated: September 13, 2018

Respectfully submitted,


/s/DJS8892

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Attorneys for Plaintiff and the Proposed Classes

EXHIBIT A

Bring this coupon to your
local IKEA® store and get
\$25 off
a purchase of \$150 or more before tax



8400001400018020

Offer valid April 21 - April 22, 2018. One discount per household. Discount will be taken prior to tax and shipping and handling. Valid in US stores only. No cash value. Printed coupon or electronic copy must be presented at time of purchase. Void if altered, copied, transferred, resold, sold through online auction or prohibited by law. Cannot be combined with other IKEA offers or discounts, except IKEA FAMILY product offers. Not valid on IKEA Kitchen Event offer, IKEA services, Eat for Free or Kids Eat Free IKEA Food Offers, IKEA FAMILY Individual Kitchen Planning Service Offer or in the IKEA Restaurant or Swedish Food Market. Not valid on previous purchases or the purchase of IKEA Gift Cards. Additional terms and conditions may apply. See store for details.

© Inter IKEA Systems B.V. 2018.

To redeem your coupon, bring it to your local IKEA store or display it on your phone at checkout.

EXHIBIT B



You can do it yourself- but you don't have to | **Delivery starting at \$29!**

CUSTOMER SERVICE: [Contact Us](#) | [IKEA Services](#) | [Return Policy](#) | [FAQ](#) | [Delivery Terms & Conditions](#) | [Store Locator](#) | [Stock Check](#) | [Buying Guides](#) | [IKEA Planning Tools](#) | [Assembly Instructions](#) | [Request/View Catalog](#) | [Warranty Information](#)

ABOUT SHOPPING

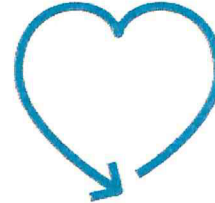
IKEA return policy

It's OK to change your mind

It's OK to change your mind. If you're not totally satisfied with your IKEA purchase you can return it within 365 days, together with proof of purchase, for a full refund. Refunds will be made in the same form of payment originally used to make the purchase. We are unable to refund or exchange your items if your merchandise is found to be dirty, stained, damaged or abused.

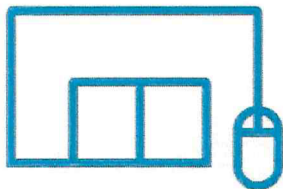
**Mattresses purchases may be exchanged for another mattress one time within 365 days if you don't love it.*

[Read more about our warranties](#)



How to return

Because sometimes you change your mind.



In-store

Return for free at any IKEA store. Just bring your merchandise, photo ID**, receipt (or online order confirmation) and the card that you made the purchase with... and leave the rest to us. [Find your local store here.](#)



We can come to you!

- For large item returns (where we will need a truck to pick it up) contact us and we will setup a pickup. This service is not available in all areas. Please [contact us](#) for pricing and scheduling at 1-888-434-4532.
- For smaller item returns (FedEx or UPS could pick it up) please complete [this form](#) and send the package(s) back to your closest IKEA store location. Please be sure to include a copy of your completed Return Packing Slip and a copy of your receipt / order confirmation in the return package.

No Receipt, No Problem!

If the purchase was made in the last 365 days, we can attempt to locate the purchase using:

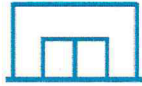
- Credit/Debit Card
- Gift Card Number
- Order Number (if applicable)
- Date of order

If we can't find a record of the purchase, we will gladly provide a merchandise credit for the lowest selling price of the item within the last 365 days.

** You will be required to present a valid photo ID for all returns and exchanged made in store. Information from your ID will be retained in a company-wide database to be used only for authorizing returns.

Missing, damaged or incomplete orders

Sometimes things don't go as planned. If your order arrived incomplete, contained damaged products, or didn't even show up, we're here to help.



Visit your closest store

Regardless of your issue, you can always visit your local IKEA store and we will find a solution for you. If your item is damaged, bring your damaged item and proof of purchase. If you are missing an item, bring your order confirmation.



Call Us

Visit our [contact page](#) to call one of our agents. We will help you find a solution.

[IKEA](#) / [Customer Service](#) / [Return Policy](#)

Catalog & Brochures

[Request](#)
[View Online](#)
[Buying Guides](#)

Need Help

[FAQ](#)
[Contact Us](#)
[Feedback](#)
[Return Policy](#)
[Children's Product](#)
[Registration](#)
[Store Finder](#)

Delivery Information

[Delivery](#)
[Picking with Delivery](#)
[Track an Order](#)
[Delivery Terms & Conditions](#)

Helpful Links

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[Warranties](#)
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[TaskRabbit](#)

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

BENNETT BEER, on behalf of himself and all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
DAVID J. STANOCH, ESQUIRE, GOLOMB & HONIK, P.C., 1835
MARKET STREET, SUITE 2900, PHILADELPHIA, PA 19103;
(215) 985-9177

DEFENDANTS

IKEA NORTH AMERICA SERVICES, LLC d/b/a IKEA

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

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

Click here for: Nature of Suit Code Descriptions.

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 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 - 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 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 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 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 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 <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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. SECTIONS 1332(d)(2) and (6)

Brief description of cause:

Breach of contract and fraudulent, deceptive representations regarding its coupon offering.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 09/13/2018 SIGNATURE OF ATTORNEY OF RECORD

/s/David J. Stanoch

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 4065 Hillside Road, Lafayette Hill, PA 19444
 Address of Defendant: 420 Alan Wood Road, Conshohocken, PA 19428
 Place of Accident, Incident or Transaction: Pennsylvania

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 09/13/2018 _____ 91342
Attorney-at-Law / Pro Se Plaintiff *Attorney I.D. # (if applicable)*

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): _____
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases
(Please specify): Breach of contract

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, David J. Stanoch, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

DATE: 09/13/2018 _____ 94132
Attorney-at-Law / Pro Se Plaintiff *Attorney I.D. # (if applicable)*

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

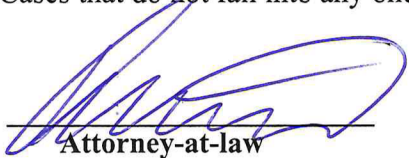
CASE MANAGEMENT TRACK DESIGNATION FORM

BENNETT BEER, on behalf of himself and all others similarly situated, Plaintiff	:	CIVIL ACTION
	:	
v.	:	
	:	
IKEA NORTH AMERICA SERVICES, LLC, d/b/a IKEA, Defendant	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks.

<u>09/13/2018</u>		<u>Plaintiff</u>
Date	Attorney-at-law	Attorney for
<u>215-985-9177</u>	<u>(215) 985-4169</u>	<u>dstanoch@golombhonik.com</u>
Telephone	FAX Number	E-Mail Address

**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See §1.02 (e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Ikea Deceptively Fails to Give Full Refunds for Coupon-Purchased Items](#)
