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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

LICIA CAMARA, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

vs.

BARGAIN BUNCH,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

**Jury Trial Demanded**

1 Plaintiff LICIA CAMARA (“Plaintiff”), individually and on behalf of all  
2 other members of the public similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant  
5 BARGAIN BUNCH (hereinafter “Defendant”) to stop Defendant’s practice of  
6 falsely advertising its products and services and to obtain redress for a nationwide  
7 class of consumers (“Class Members”) who changed position, within the  
8 applicable statute of limitations period, as a result of Defendant’s false and  
9 misleading advertisements.

10 2. Defendant is a company with headquarters in Florida and is engaged  
11 in the business of selling various retail products from its online website  
12 [www.bargainbunch.com](http://www.bargainbunch.com).

13 3. Defendant represents that it will provide these products to its clients  
14 in a timely matter when this is in fact false. Defendant misrepresented and falsely  
15 advertised to Plaintiff and others similarly situated consumers these products  
16 (hereinafter “Class Products”).

17 4. Plaintiff and others similarly situated purchased or attempt to  
18 purchase retail products from Defendant.

19 5. Defendant’s misrepresentations to Plaintiff and others similarly  
20 situated caused them to purchase or attempt these products, which Plaintiff and  
21 others similarly situated would not have purchased or attempted to purchase absent  
22 these misrepresentations by Defendant and its employees. In so doing, Defendant  
23 has violated California consumer protection statutes.

24 **JURISDICTION AND VENUE**

25 6. This class action is brought pursuant to Federal Rule of Civil  
26 Procedure 23. All claims in this matter arise exclusively under California law.

27 7. This matter is properly venued in the United States District Court for  
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1 the Eastern District of California, in that Plaintiff purchased the services from  
2 Stanislaus County and Defendant provided the services to Plaintiff in that location.  
3 Plaintiff resides in the Eastern District of California and Defendants do business,  
4 inter alia, in the Eastern District of California.

5 8. There is original federal subject matter jurisdiction over this matter  
6 pursuant to the Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb.  
7 18, 2005), by virtue of 28 U.S.C. §1332(d)(2), which explicitly provides for the  
8 original jurisdiction of federal courts in any class action in which at least 100  
9 members are in the proposed plaintiff class, any member of the plaintiff class is a  
10 citizen of a State different from the State of citizenship of any defendant, and the  
11 matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interests and  
12 costs.

13 9. In the case at bar, there are at least 100 members in the proposed Class  
14 and Sub-classes, the total claims of the proposed Class members are in excess of  
15 \$5,000,000.00 in the aggregate, exclusive of interests and costs, and Plaintiff seeks  
16 to represent a nationwide class of consumers, establishing minimum diversity.

### 17 **THE PARTIES**

18 10. Plaintiff LICIA CAMARA is a citizen and resident of the State of  
19 California, County of Stanislaus.

20 11. Defendant BARGAIN BUNCH is a company with its principle place  
21 of business located and headquartered in Florida.

22 12. Plaintiff is informed and believes, and thereon alleges, that each and  
23 all of the acts and omissions alleged herein were performed by, or is attributable  
24 to, Defendants and/or its employees, agents, and/or third parties acting on its  
25 behalf, each acting as the agent for the other, with legal authority to act on the  
26 other's behalf. The acts of any and all of Defendants' employees, agents, and/or  
27 third parties acting on its behalf, were in accordance with, and represent, the  
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1 official policy of Defendants.

2 13. Plaintiff is informed and believes, and thereon alleges, that said  
3 Defendants are in some manner intentionally, negligently, or otherwise  
4 responsible for the acts, omissions, occurrences, and transactions of each and all  
5 its employees, agents, and/or third parties acting on its behalf, in proximately  
6 causing the damages herein alleged.

7 14. At all relevant times, Defendants ratified each and every act or  
8 omission complained of herein. At all relevant times, Defendants, aided and  
9 abetted the acts and omissions as alleged herein.

10 **PLAINTIFF'S FACTS**

11 15. In or around June of 2016, Plaintiff went to Defendant's online  
12 website and saw retail items that Defendant represented that it would ship and  
13 Delivery.

14 16. Based on these representations, Defendant purchased a fountain from  
15 Defendant

16 17. For the fountain, Plaintiff paid more than valuable consideration.

17 18. Plaintiff requested that Defendant ship the vehicle to her home in  
18 Modesto, CA. However, Plaintiff waited months and months and never received  
19 anything.

20 19. Plaintiff contacted Defendant multiple times and requested that  
21 Defendant ship her item, but Defendant never did so.

22 20. After months of waiting Plaintiff called Defendants and requested  
23 that they return her money back. Defendants still have not done so. At the time of  
24 filing this Complaint it has been approximately six months since Plaintiff  
25 purchased the fountain and she received neither the fountain nor her money back.  
26 Plaintiff filed a complaint with the better business bureau but did not receive  
27 satisfactory results.

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1 23.

2 32. The class Plaintiffs seek to represent (the “Class”) is defined as  
3 follows:

4 All consumers, who, between the applicable statute of  
5 limitations and the present, purchased or attempted to  
6 purchase one or more Class Products in the United  
7 States.

8 33. As used herein, the term “Class Members” shall mean and refer to the  
9 members of the Class described above.

10 34. Excluded from the Class is Defendant, its affiliates, employees,  
11 agents, and attorneys, and the Court.

12 35. Plaintiff reserves the right to amend the Class, and to add additional  
13 subclasses, if discovery and further investigation reveals such action is warranted.

14 36. Upon information and belief, the proposed class is composed of  
15 thousands of persons. The members of the class are so numerous that joinder of  
16 all members would be unfeasible and impractical.

17 37. No violations alleged in this complaint are contingent on any  
18 individualized interaction of any kind between class members and Defendant.

19 38. Rather, all claims in this matter arise from the identical, false,  
20 affirmative representations of the services, when in fact, such representations were  
21 false.

22 39. There are common questions of law and fact as to the Class Members  
23 that predominate over questions affecting only individual members, including but  
24 not limited to:

25 (a) Whether Defendant engaged in unlawful, unfair, or deceptive  
26 business practices in selling Class Products to Plaintiff and  
27 other Class Members;

28 (b) Whether Defendants made misrepresentations with respect to

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- the Class Products sold to consumers;
- (c) Whether Defendants violated California Bus. & Prof. Code § 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et seq.*;
- (d) Whether Plaintiffs and Class Members are entitled to equitable and/or injunctive relief;
- (e) Whether Defendants’ unlawful, unfair, and/or deceptive practices harmed Plaintiff and Class Members; and
- (f) The method of calculation and extent of damages for Plaintiff and Class Members.

40. Plaintiff is a member of the class she seeks to represent

41. The claims of Plaintiff are not only typical of all class members, they are identical.

42. All claims of Plaintiff and the class are based on the exact same legal theories.

43. Plaintiff has no interest antagonistic to, or in conflict with, the class.

44. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff bought Class Products from Defendants during the Class Period. Defendant’s unlawful, unfair and/or fraudulent actions concerns the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff’s claims are typical of all Class Members as demonstrated herein.

45. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent themselves and the class.

46. Common questions will predominate, and there will be no unusual manageability issues.

**FIRST CAUSE OF ACTION**

**Violation of the California False Advertising Act**

**(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

47. Plaintiff incorporates by reference each allegation set forth above.

48. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is unlawful to engage in advertising “which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . [or] to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

49. California Business and Professions Code section 17500, *et seq.*’s prohibition against false advertising extends to the use of false or misleading written statements.

50. Defendant misled consumers by making misrepresentations and untrue statements about the Class Products, namely, Defendant sold retail products but never provided customers the products, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

51. Defendant knew that its representations and omissions were untrue and misleading, and deliberately made the aforementioned representations and omissions in order to deceive reasonable consumers like Plaintiffs and other Class Members.

52. As a direct and proximate result of Defendant’s misleading and false advertising, Plaintiff and the other Class Members have suffered injury in fact and have lost money or property, time, and attention. Plaintiff reasonably relied upon Defendant’s representations regarding the Class Products. In reasonable reliance on Defendant’s false advertisements, Plaintiff and other Class Members purchased



1 the Class Products. In turn Plaintiff and other Class Members ended up with  
2 nothing, and therefore Plaintiff and other Class Members have suffered injury in  
3 fact.

4 53. Plaintiff alleges that these false and misleading representations made  
5 by Defendant constitute a “scheme with the intent not to sell that personal property  
6 or those services, professional or otherwise, so advertised at the price stated  
7 therein, or as so advertised.”

8 54. Defendant advertised to Plaintiff and other putative class members,  
9 through written representations and omissions made by Defendant and its  
10 employees, that it would provide the Class Products.

11 55. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
12 putative class members without providing the products in exchange for the  
13 compensation provided.

14 56. The misleading and false advertising described herein presents a  
15 continuing threat to Plaintiff and the Class Members in that Defendant persists and  
16 continues to engage in these practices, and will not cease doing so unless and until  
17 forced to do so by this Court. Defendant’s conduct will continue to cause  
18 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled  
19 to preliminary and permanent injunctive relief ordering Defendant to cease its  
20 false advertising, as well as disgorgement and restitution to Plaintiff and all Class  
21 Members Defendant’s revenues associated with their false advertising, or such  
22 portion of those revenues as the Court may find equitable.

23 **SECOND CAUSE OF ACTION**

24 **Violation of Unfair Business Practices Act**

25 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

26 57. Plaintiff incorporates by reference each allegation set forth above.

27 58. Actions for relief under the unfair competition law may be based on  
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1 any business act or practice that is within the broad definition of the UCL. Such  
2 violations of the UCL occur as a result of unlawful, unfair or fraudulent business  
3 acts and practices. A plaintiff is required to provide evidence of a causal  
4 connection between a defendants' business practices and the alleged harm--that is,  
5 evidence that the defendants' conduct caused or was likely to cause substantial  
6 injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct  
7 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory  
8 definition of unfair competition covers any single act of misconduct, as well as  
9 ongoing misconduct.

### 10 UNFAIR

11 59. California Business & Professions Code § 17200 prohibits any  
12 "unfair . . . business act or practice." Defendant's acts, omissions,  
13 misrepresentations, and practices as alleged herein also constitute "unfair"  
14 business acts and practices within the meaning of the UCL in that its conduct is  
15 substantially injurious to consumers, offends public policy, and is immoral,  
16 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs  
17 any alleged benefits attributable to such conduct. There were reasonably available  
18 alternatives to further Defendant's legitimate business interests, other than the  
19 conduct described herein. Plaintiff reserves the right to allege further conduct  
20 which constitutes other unfair business acts or practices. Such conduct is ongoing  
21 and continues to this date.

22 60. In order to satisfy the "unfair" prong of the UCL, a consumer must  
23 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
24 benefits to consumers or competition; and, (3) is not one that consumers  
25 themselves could reasonably have avoided.

26 61. Here, Defendant's conduct has caused and continues to cause  
27 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
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1 the Class have suffered injury in fact due to Defendant's decision to sell them  
2 falsely described products (Class Products). Thus, Defendant's conduct has  
3 caused substantial injury to Plaintiff and the members of the Class.

4 62. Moreover, Defendant's conduct as alleged herein solely benefits  
5 Defendant while providing no benefit of any kind to any consumer. Such  
6 deception utilized by Defendant convinced Plaintiff and members of the Class that  
7 the Class Products would be provided to them, in order to induce them to spend  
8 money on said Class Products. In fact, knowing that Class Products were not  
9 going to be provided, Defendant unfairly profited from their sale. Thus, the injury  
10 suffered by Plaintiff and the members of the Class is not outweighed by any  
11 countervailing benefits to consumers.

12 63. Finally, the injury suffered by Plaintiff and members of the Class is  
13 not an injury that these consumers could reasonably have avoided. After  
14 Defendant falsely represented the Class Products, Plaintiff and class members  
15 suffered injury in fact due to Defendant's sale of Class Products to them.  
16 Defendant failed to take reasonable steps to inform Plaintiff and class members  
17 that the Class Products would not be provided. As such, Defendant took advantage  
18 of Defendant's position of perceived power in order to deceive Plaintiff and the  
19 Class members to prove compensation to it. Therefore, the injury suffered by  
20 Plaintiff and members of the Class is not an injury which these consumers could  
21 reasonably have avoided.

22 64. Thus, Defendant's conduct has violated the "unfair" prong of  
23 California Business & Professions Code § 17200.

24 **FRAUDULENT**

25 65. California Business & Professions Code § 17200 prohibits any  
26 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
27 prong of the UCL, a consumer must allege that the fraudulent business practice  
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1 was likely to deceive members of the public.

2 66. The test for “fraud” as contemplated by California Business and  
3 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
4 common law fraud, a § 17200 violation can be established even if no one was  
5 actually deceived, relied upon the fraudulent practice, or sustained any damage.

6 67. Here, not only were Plaintiff and the Class members likely to be  
7 deceived, but these consumers were actually deceived by Defendant. Such  
8 deception is evidenced by the fact that Plaintiff agreed to purchase Class Products  
9 under the basic assumption that they would receive the product advertised.  
10 Plaintiff’s reliance upon Defendant’s deceptive statements is reasonable due to the  
11 unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is  
12 likely that Defendant’s fraudulent business practice would deceive other members  
13 of the public.

14 68. As explained above, Defendant deceived Plaintiff and other Class  
15 Members by representing the Class Products, and thus falsely represented the  
16 Class Products.

17 69. Thus, Defendant’s conduct has violated the “fraudulent” prong of  
18 California Business & Professions Code § 17200.

19 **UNLAWFUL**

20 70. California Business and Professions Code Section 17200, et seq.  
21 prohibits “any unlawful...business act or practice.”

22 71. As explained above, Defendant deceived Plaintiff and other Class  
23 Members by representing the Class Products as being a lower price than they were.

24 72. Defendant used false advertising, marketing, and misrepresentations  
25 to induce Plaintiff and Class Members to purchase the Class Products, in violation  
26 of California Business and Professions Code Section 17500, et seq. Had  
27 Defendant not falsely advertised, marketed or misrepresented the Class Products,  
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1 Plaintiffs and Class Members would not have purchased the Class Products.  
2 Defendant's conduct therefore caused and continues to cause economic harm to  
3 Plaintiff and Class Members.

4 73. These representations by Defendant is therefore an "unlawful"  
5 business practice or act under Business and Professions Code Section 17200 *et*  
6 *seq.*

7 74. Defendant has thus engaged in unlawful, unfair, and fraudulent  
8 business acts entitling Plaintiff and Class Members to judgment and equitable  
9 relief against Defendant, as set forth in the Prayer for Relief. Additionally,  
10 pursuant to Business and Professions Code section 17203, Plaintiff and Class  
11 Members seek an order requiring Defendant to immediately cease such acts of  
12 unlawful, unfair, and fraudulent business practices and requiring Defendant to  
13 correct its actions

#### 14 MISCELLANEOUS

15 75. Plaintiff and Class Members allege that they have fully complied with  
16 all contractual and other legal obligations and fully complied with all conditions  
17 precedent to bringing this action or that all such obligations or conditions are  
18 excused.

#### 19 REQUEST FOR JURY TRIAL

20 76. Plaintiff requests a trial by jury as to all claims so triable.

#### 21 PRAYER FOR RELIEF

22 77. Plaintiff, on behalf of herself and the Class, requests the following  
23 relief:

- 24 (a) An order certifying the Class and appointing Plaintiff as  
25 Representative of the Class;  
26 (b) An order certifying the undersigned counsel as Class Counsel;  
27 (c) An order requiring BARGAIN BUNCH, at its own cost, to  
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notify all Class Members of the unlawful and deceptive conduct herein;

- (d) An order requiring BARGAIN BUNCH to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: April 5, 2017

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: /s/ Todd M. Friedman  
TODD M. FRIEDMAN, ESQ.  
Attorney for Plaintiff

CIVIL COVER SHEET

The JS 44 civil coversheet 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
LICIA CAMARA, individually and on behalf of all others similarly situated,
(b) County of Residence of First Listed Plaintiff Stanislaus
(c) Attorneys Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St. Suite 780, Woodland Hills, CA 91367

DEFENDANTS
BARGAIN BUNCH,
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
DEFENDANT

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing
Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb. 18, 2005), by virtue of 28 U.S.C. §1332(d)(2)
Brief description of cause: Violation of the Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 5,000,000
JURY DEMAND: Yes

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

DATE 04/05/2017
SIGNATURE OF ATTORNEY OF RECORD s/Todd M. Friedman

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.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.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**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. (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.

**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 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.

**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.



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Sues Bargain Bunch Over Missing Fountain](#)

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