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7 Attorneys for Defendant
MEDCURSOR, INC.

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9
10 UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF CALIFORNIA
12

13 CHAD CASEY, Individually and On
14 Behalf of All Others Similarly
Situating,

15 Plaintiff,

16 vs.

17 MEDCURSOR, INC.,

18 Defendant.
19 _____

CASE NO.

NOTICE OF REMOVAL

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that Defendant Medcursor, Inc. (“Medcursor”)
3 hereby removes to this Court the state court action described below.

4 **Jurisdiction**

5 1. This is a civil action of which this Court has original jurisdiction under
6 28 U.S.C. § 1332, in that it is a civil action between citizens of different states and
7 the matter in controversy exceeds the sum of \$75,000, exclusive of interest and
8 costs.

9 **Grounds for Removal**

10 2. On February 19, 2021, an action was commenced in the Superior
11 Court of the State of California in and for the County of Fresno, entitled *Chad*
12 *Casey, Individually and on Behalf of All Others Similarly Situated v. Medcursor,*
13 *Inc.*, as Case Number 21CEG00507. A copy of the Complaint is attached hereto as
14 Exhibit “A.”

15 3. The first date on which Medcursor received a copy of the Complaint
16 was when Medcursor was served with a copy of the Complaint and a summons
17 from the said state court by substituted service on March 23, 2021, rendering
18 service effective on April 2, 2021. A copy of the summons and the proof of service
19 are attached hereto as Exhibit “B.”

20 4. Medcursor filed an Answer to the Complaint on April 29, 2021. A
21 copy of the Answer is attached hereto as Exhibit “C.”

22 5. This is a civil action which may be removed to this Court by
23 Medcursor pursuant to 28 U.S.C. § 1441(b), in that it is a civil action between
24 citizens of different states and the matter in controversy exceeds the sum of
25 \$75,000, exclusive of interest and costs.

26 6. Complete diversity of citizenship exists. Plaintiff Chad Casey is a
27 citizen of the State of California. Defendant Medcursor is and was a corporation
28 incorporated under the laws of the State of Nevada, with its principal place of

1 business in the State of Nevada. Medcursor is the only defendant that has been
2 named and served in this action.

3 7. The matter in controversy exceeds the sum of \$75,000, exclusive of
4 interest and costs. Among other relief, Plaintiff seeks an injunction against
5 Medcursor that would require Medcursor to initiate a recall of all products sold in
6 California in the last four years, with an offer to refund the purchase price, plus
7 reimbursement of interest. (Exhibit A at §§ 30, 31, 81.) The cost to Medcursor of
8 complying with the injunction sought, if granted, would exceed \$75,000.

9
10 Dated: April 30, 2021

STEINBRECHER & SPAN LLP
GEOFFREY T. STOVER
ANDREW HUANG

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13 By: /s/ Alan K. Steinbrecher
14 Alan K. Steinbrecher

15 Attorneys for Defendant Medcursor, Inc.
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EXHIBIT A

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Superior Court of California
County of Fresno
By: A. Ramos, Deputy

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12 Attorneys for Plaintiff,
13 Chad Casey

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF FRESNO – UNLIMITED CIVIL**

16 **CHAD CASEY, Individually and**
17 **On Behalf of All Others Similarly**
18 **Situated,**

19 Plaintiff,

20 v.

21 **MEDCURSOR, INC.,**

22 Defendant.

Case No.:21CECG00507

CLASS ACTION COMPLAINT

- 23 **I. VIOLATION OF THE**
- 24 **SONG-BEVERLY**
- 25 **CONSUMER WARRANTY**
- 26 **ACT;**
- 27 **II. VIOLATION OF THE**
- 28 **CONSUMER LEGAL**
- REMEDIES ACT;**
- III. VIOLATION OF**
- CALIFORNIA’S UNFAIR**
- COMPETITION LAW**

JURY TRIAL DEMANDED



1 Plaintiff Chad Casey ("Plaintiff"), on behalf of himself and others similarly
2 situated, brings this class action suit against Medcursor, Inc. ("Defendant") for
3 violations of California's Song Beverly Consumer Warranty Act ("SBA"), *California*
4 *Civil Code* §§ 1790, *et seq.*; California's Consumer Legal Remedies Act ("CLRA"),
5 *California Civil Code* §§ 1750, *et seq.*; and California's Unfair Competition Law
6 ("UCL"), *California Business and Professions Code* §§ 17200, *et seq.*

7 **SUMMARY**

- 8 1. Defendant is a manufacturer of products and advertises that its products are sold
9 with express warranties.
- 10 2. Defendant includes within its product packaging warranty registration
11 instructions and also makes its warranty registration form available online.
- 12 3. The SBA explicitly requires a manufacturer who chooses to provide a warranty
13 or product registration card or form, or an electronic online warranty or product
14 registration form, to be completed and returned by the consumer, to have the
15 card or form include statements that:
- 16 a. Inform the consumer that the card or form is for product registration; and,
17 b. Inform the consumer that failure to complete and return the card or form
18 does not diminish the individual's warranty rights.
- 19 4. Defendant intentionally omits any such statements that are expressly required by
20 the SBA.
- 21 5. As a result of Defendant's unlawful and deceitful business practices, Defendant
22 is able to chill warranty claims and benefit economically by duping consumers
23 into thinking they do not have warranty rights unless they fill out the form and
24 provide their personal information to Defendant. Or even worse, consumers
25 actually do not have the warranties that were promised to them when they
26 purchased their products as they must now register their warranties, a
27 requirement that was not disclosed at the time of purchase. Consumers are thus
28 additionally deceived into purchasing products they would not have, had they





- 1 known they did not actually come with warranties.
2 6. Either scenario results in Defendant benefitting at the consumer's expense.
3 7. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the
4 CLRA, and the UCL.

5 **PARTIES**

- 6 8. Plaintiff is, and at all times mentioned herein was, an individual residing in the
7 County of Fresno, State of California.
8 9. Plaintiff is a purchaser of Defendant's Neck Shoulder Massager with Heat,
9 Electric Shiatsu Back Massage Device (the "Product").
10 10. Defendant is a Nevada Corporation that does continuous and substantial business
11 throughout the state of California, including Fresno County.
12 11. At all relevant times, Defendant was engaged in the business of marketing,
13 supplying, and selling its products, including the Product purchased by Plaintiff,
14 to the public through a system of marketers, retailers and distributors.
15 12. All acts of employees of Defendant as alleged were authorized or ratified by an
16 officer, director, or managing agent of the employer.

17 **JURISDICTION AND VENUE**

- 18 13. Subject matter jurisdiction is proper in this Court for the California statutory
19 causes of action.
20 14. This Court has personal jurisdiction over Defendant because Defendant
21 conducts business in the County of Fresno, State of California; and, Plaintiff
22 was injured in the County of Fresno, where Plaintiff resides.
23 15. Venue is proper.

24 **FACTUAL ALLEGATIONS**

- 25 16. On or about December 15, 2020, Plaintiff searched online for a new neck and
26 shoulder massager.
27 17. Plaintiff saw Defendant's Product, the Neck Shoulder Massager with Heat,
28 Electric Shiatsu Back Massage Device, advertised for sale.



- 1 18. It was represented to Plaintiff that the Product was accompanied by Defendant's
2 12-month express warranty.
- 3 19. Relying on, and valuing, the affirmative warranty promise made regarding the
4 product, Plaintiff purchased the Product for approximately \$56.00 through
5 Amazon.com.
- 6 20. Upon opening the Product's packaging, Plaintiff discovered that it did not come
7 with a warranty as Plaintiff was led to believe.
- 8 21. Contained within the Product's packaging was a registration card with
9 instructions requiring Plaintiff to "register" the Product's warranty online within
10 30 days of the purchase date in order to receive the warranty benefits that were
11 promised.
- 12 22. Specifically, Plaintiff was instructed to register for the Product's warranty at
13 <https://registration.medcursor.com/>, which contained, in part, the following
14 deceptive language referring to the Product's warranty as insurance: "In order to
15 complete your 1 year replacement insurance registration online, please fill up the
16 form with your details."¹
- 17 23. The warranty registration card and online registration form failed to inform
18 Plaintiff that it was for *product* registration only, and did not inform Plaintiff that
19 failure to complete and return the card or online form did *not diminish Plaintiff's*
20 *warranty rights* as required by *California Civil Code* § 1793.1.
- 21 24. Upon information and belief, Defendant uses the personal information it collects
22 from such cards for its own business and marketing purposes and for its own
23 economic benefit.
- 24 25. Upon information and belief, Defendant intends for the warranty registration
25 card and online form to have a chilling effect on warranty claims, preventing
26 customers who have not registered, or who choose not to register, their
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28 ¹ <https://registration.medcursor.com/> (last visited Dec. 30, 2020).

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1 warranties from making warranty claims, thereby saving Defendant money in
2 warranty repair and administration costs.

3 26. Defendant has no right to access personal customer information through
4 warranty registration for these purposes, by not making the legally mandated
5 disclosures to customers.

6 27. Had the Product's exterior packing disclosed that the warranty was contingent on
7 registration by Plaintiff providing his personal information, Plaintiff would not
8 have purchased the Product, or alternatively would not have paid a premium for
9 the Product.

10 28. Plaintiff has not received the Product that Plaintiff bargained for.

11 **CLASS ALLEGATIONS**

12 29. Plaintiff brings this action on behalf of himself and on behalf of all others
13 similarly situated (the "Class"), pursuant to California Code of Civil Procedure
14 Section 382.

15 30. Plaintiff represents and is a member of the Classes, consisting of:

16
17 a. All persons who purchased one or more of Defendant's
18 products within California during the four (4) years
19 immediately preceding the filing of the Complaint through
20 the date of class certification, which were accompanied by a
21 warranty or product registration card or form, or an
22 electronic online warranty or product registration form, to
23 be completed and returned by the consumer, which do not
24 contain statements, each displayed in a clear and
25 conspicuous manner, informing the consumer that: i) the
26 card or form is for product registration, and ii) informing
27 the consumer that failure to complete and return the card or
28 form does not diminish his or her warranty rights.

25
26 b. All persons who purchased one or more of Defendant's
27 products within California during the three (3) years
28 immediately preceding the filing of the Complaint through
the date of class certification, which were advertised as
being accompanied with an express warranty but which do



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not contain a warranty, and/or contain warranty activation, confirmation or registration cards requiring persons to provide their personal data or take additional steps in order to receive a warranty.

31. Products that meet the above Class definition are referred to herein as “Class products.”

32. Defendant and its employees or agents are excluded from the Classes.

33. Plaintiff does not presently know the number of members in the Classes but believes the Class members number in the several thousands, if not substantially more. Thus, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

34. Plaintiff and members of the Classes were harmed by the acts of Defendant in violating Plaintiff’s and the putative Class members’ rights.

35. Plaintiffs reserve the right to expand the class definition to seek recovery on behalf of additional persons as warranted, as facts are learned through further investigation and discovery.

36. The joinder of the Class members is impractical and the disposition of their claims in the class action will provide substantial benefits both to the parties and to the court.

37. The Classes can be identified through Defendant’s records, Defendant’s agents’ records, and/or records of the retailer from which the products were purchased.

38. There is a well-defined community of interest in the questions of law and fact to the Class that predominate over questions which may affect individual Class members, including the following:

- a. Whether the Class products were sold with warranty or product registration cards or forms, or electronic online warranty or product registration forms, which did not contain statements, each displayed in a



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clear and conspicuous manner, informing the consumer that the card or form is for product registration, and informing the consumer that failure to complete and return the card or form does not diminish his or her warranty rights.

b. Whether the Class products were sold with warranty or product registration cards or forms, or electronic online warranty or product registration forms.

c. Whether the Class products were sold with express warranties;

d. Whether the Class products make warranty rights contingent on registration;

e. Whether Defendant intends warranty registration to act as a barrier to warranty claims;

f. Whether Defendant intends to use warranty registration as a means for obtaining Class members' personal information;

g. How Defendant uses Class members' personal information;

h. Whether Defendant violated the SBA by making Class products' warranties contingent on registration;

i. Whether Defendant violated the SBA by not disclosing to Class members that by not submitting warranty registration cards, or online forms, their warranty rights would not be diminished;

j. Whether Defendant engaged in false or deceptive advertising practices in violation of the CLRA by not disclosing the warranty registration requirement of Class products to Class members prior to their purchases;

k. Whether Defendant is liable for damages, and the amount of such damages; and

l. Whether Class members are entitled to equitable relief including injunctive relief.



- 1 39. Plaintiff's claims are typical of the claims of the Classes since Plaintiff
2 purchased a Class product, as did each member of the Classes.
- 3 40. Plaintiff and all Class members sustained injuries arising out of Defendant's
4 wrongful conduct and deception.
- 5 41. Plaintiff is advancing the same claims and legal theories on behalf of herself
6 and all absent Class members.
- 7 42. Plaintiff will fairly and adequately represent and protect the interests of the
8 Classes in that Plaintiff has no interests antagonistic to any member of the
9 Classes.
- 10 43. Absent a class action, the Classes will continue to face the potential for
11 irreparable harm. In addition, these violations of law will be allowed to proceed
12 without remedy and Defendant will likely continue such illegal conduct.
- 13 44. Plaintiff has retained counsel experienced in handling class action claims and
14 individual claims involving breach of warranties and unlawful business
15 practices.
- 16 45. A class action is a superior method for the fair and efficient adjudication of this
17 controversy. The injury suffered by each individual Class member is relatively
18 small in comparison to the burden and expense of individual prosecution of the
19 complex and extensive litigation necessitated by Defendant's conduct. It would
20 be virtually impossible for members of the Classes individually to redress
21 effectively the wrongs done to them. Even if the members of the Class could
22 afford such individual litigation, the court system could not. Individualized
23 litigation presents a potential for inconsistent or contradictory judgments.
24 Individualized litigation increases the delay and expense to all parties, and to
25 the court system, presented by the complex legal and factual issues of the case.
- 26 46. By contrast, the class action device presents far fewer management difficulties,
27 and provides the benefits of single adjudication, an economy of scale, and
28 comprehensive supervision by a single court. Upon information and belief,



1 members of the Classes can be readily identified and notified based on, inter
2 alia, Defendant's own records, product serial numbers, submitted warranty
3 activation cards, warranty claims, registration records, and database of
4 complaints.

5 47. Defendant has acted, and continues to act, on grounds generally applicable to
6 the Class, thereby making appropriate final injunctive relief and corresponding
7 declaratory relief with respect to the Class as a whole.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF CAL. CIV. CODE §§ 1790, ET SEQ.**

10 **CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT**

11 48. Plaintiff incorporates all of the above paragraphs of this Complaint as though
12 fully stated in this cause of action.

13 49. The Product and Class products are "consumer goods" as defined by *California*
14 *Civil Code* § 1791(a).

15 50. Plaintiff and Class members are "buyers" as defined by *California Civil Code* §
16 1791(b).

17 51. "Every manufacturer, distributor, or retailer making express warranties with
18 respect to consumer goods shall fully set forth those warranties in simple and
19 readily understood language[.]" *California Civil Code* § 1793.1(a)(1).

20 52. "If the manufacturer, distributor, or retailer provides a warranty or product
21 registration card or form, or an electronic online warranty or product registration
22 form, to be completed and returned by the consumer, the card or form **shall**
23 contain statements, each displayed in a clear and conspicuous manner, that do all
24 of the following:

25 a. Informs the consumer that the card or form is for product registration.

26 b. Informs the consumer that failure to complete and return the card or form
27 does not diminish his or her warranty rights." *California Civil Code* §
28 1793.1(a)(1)(A)-(B).



- 1 53. “No warranty or product registration card or form, or an electronic online
2 warranty or product registration form, may be labeled as a warranty registration
3 or a warranty confirmation.” *California Civil Code* § 1793.1(b).
- 4 54. By providing a warranty registration cards and online registration form, with
5 Plaintiff’s Product and Class members’ products which do not inform Plaintiff
6 and Class members that the card is for product registration and that warranty
7 rights will not be diminished if the card is not completed, Defendant is in
8 violation of its affirmative obligations under the SBA.
- 9 55. By requiring the product warranties be registered within 30 days of purchase,
10 Defendant is in violation of SBA.
- 11 56. Defendant values its ability to include warranty registration forms with its
12 product packing, and as a result of being permitted to include the forms without
13 the statutorily prescribed language, Defendant received, and continues to
14 receive, a benefit which Plaintiff and Class members did not realize they paid
15 for.
- 16 57. Had Plaintiff and Class members been aware of these terms, they would not have
17 paid the price they did.
- 18 58. Plaintiff and Class members would have paid less for their products had they
19 been aware of these terms. The premium paid is a benefit received by Defendant
20 and should be returned to Plaintiff.
- 21 59. Plaintiff and Class members have been damaged by not receiving the warranty
22 they were promised, or alternatively, even if warranties do exist, by rightfully
23 believing they do not have warranty rights.
- 24 60. Defendant benefits, at Plaintiff’s and Class members’ expense, from this tactic as
25 its costs for repairing products under warranty, as well as administering product
26 warranties, are reduced.
- 27 61. Class members who did provide their personal information have been damaged
28 by being forced to relinquish their personal information based on Defendant’s



- 1 they are of another.” *California Civil Code* §1770(a)(7).
- 2 71. The CLRA prohibits “advertising goods or services with intent not to sell them
3 as advertised.” *California Civil Code* §1770(a)(9).
- 4 72. The CLRA prohibits “representing that a transaction confers or involves rights,
5 remedies, or obligations that it does not have or involve, or that are prohibited by
6 law.” *California Civil Code* §1770(a)(14).
- 7 73. The CLRA prohibits “representing that the consumer will receive a rebate,
8 discount or other economic benefit, if earning the benefit is contingent on an
9 event to occur after the transaction.” *California Civil Code* §1770(a)(17).
- 10 74. Defendant promised, advertised and represented at time of sale that Plaintiff and
11 Class members would receive a warranty with no strings attached.
- 12 75. However, Defendant failed to disclose information which was concealed inside
13 packaging; namely that the warranty must be “registered” within 30 days of
14 purchase in order to receive its benefits.
- 15 76. Defendant’s concealment of material warranty terms and omission of required
16 language was done deliberately and intentionally with the purpose of deceiving
17 Plaintiff and Class members and inducing them into purchasing the Class
18 products, or alternately providing their personal information.
- 19 77. Defendant knows, or should have known, that were it to conspicuously disclose
20 the material warranty terms it hides inside the product packing (even if such
21 terms are not valid), Plaintiff and Class members would not purchase the Class
22 products or would not pay a premium for them.
- 23 78. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),
24 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).
- 25 79. Plaintiff relied on Defendant’s representations.
- 26 80. As a result of Defendant’s false representations and deceitful conduct regarding
27 its warranties, Plaintiff and Class members were injured because they: (a) would
28 not have purchased the Class products if the true facts were known concerning



1 the Defendant's false and misleading warranty claims at time of purchase, or
2 Plaintiff and Class members would have paid substantially less; (b) paid a
3 premium price for the Class Products as a result of Defendant's false warranties
4 and misrepresentations; (c) purchased products that did not have the sponsorship,
5 characteristics, and qualities promised by Defendant; and (d) had to take
6 additional steps and actions in order to receive the benefit they should have
7 already entitled to.

8 81. Under *California Civil Code* § 1780(a) and (b), Plaintiff, individually and on
9 behalf of the Class, seeks an injunction requiring Defendant to cease and desist
10 the illegal conduct alleged in this Complaint. Specifically, Plaintiff and Class
11 members are entitled to a permanent injunction that compels Defendant to
12 immediately: (1) cease and desist from the continued sale of the products that
13 contain the same or similar misrepresentations as the Class products; (2) initiate
14 a corrective advertising campaign to notify Class members who are victims of
15 the above-described illegal conduct about the true nature the Class products and
16 associated warranty; and (3) initiate a full recall of the Class products with an
17 offer to refund the purchase price, plus reimbursement of interest.

18 82. Pursuant to § 1782(a) of the CLRA, on or about February 19, 2021, Plaintiff's
19 counsel notified Defendant in writing via certified mail return receipt requested
20 of the particular violations of § 1770 of the CLRA and demanded that it rectify
21 the problems associated with the actions detailed above and give notice to all
22 affected consumers of Defendant's intent to act.

23 83. If Defendant fails to respond to Plaintiff's letter, fails to agree to rectify the
24 problems associated with the actions detailed above, or fails to give notice to all
25 affected consumers within 30 days of the date of written notice, Plaintiff reserves
26 the right to amend the Complaint to pursue claims for actual, punitive, and
27 statutory damages, as appropriate against Defendant. As to this cause of action,
28 at this time, Plaintiff seeks only injunctive relief under the CLRA.

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1 84. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff pursuant to
2 *California Civil Code* § 1780(d).

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

5 **CALIFORNIA'S UNFAIR COMPETITION LAW**

6 85. Plaintiff incorporates all of the above paragraphs of this Complaint as though
7 fully stated in this cause of action.

8 86. The UCL defines “unfair business competition” to include any “unlawful, unfair
9 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
10 misleading” advertising. *California Business and Professions Code* § 17200.

11 87. The UCL imposes strict liability. Plaintiff need not prove that Defendant
12 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
13 practices – but only that such practices occurred.

14 **“Unfair” Prong**

15 88. A business act or practice is “unfair” under the UCL if it offends an established
16 public policy or is immoral, unethical, oppressive, unscrupulous or substantially
17 injurious to consumers, and that unfairness is determined by weighing the
18 reasons, justifications and motives of the practice against the gravity of the harm
19 to the alleged victims.

20 89. Defendant’s actions constitute “unfair” business practices because, as alleged
21 above, Defendant engaged in a misleading and deceptive practice of
22 intentionally omitting statutorily mandated warranty disclosures to consumers
23 and making warranty contingent on registration within 30 days of purchase.

24 90. This is done to trick consumers into believing they don’t have warranty rights in
25 an effort to discourage warranty claim submissions, thus saving Defendant
26 money and increasing its profit margin. Or worse, to actually eliminate the
27 warranty promised at time of purchase.

28 91. Defendant tricks consumers into providing their personal information in order to

1 obtain a warranty when the consumers are not required to share their personal
2 information to obtain the benefit of an express warranty.

3 92. Defendant's acts and practices offend an established public policy of
4 transparency in warranty rights, and engage in immoral, unethical, oppressive,
5 and unscrupulous activities that are substantially injurious to consumers.

6 93. The harm to Plaintiff and Class members grossly outweighs the utility of
7 Defendant's practices as there is no utility to Defendant's practices.

8 ***"Fraudulent" Prong***

9 94. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
10 members of the consuming public.

11 95. Defendant's acts and practices alleged above constitute fraudulent business acts
12 or practices as they deceived Plaintiff and are highly likely to deceive members
13 of the consuming public.

14 96. By not providing the required statutory language and making warranty rights
15 contingent on registration within 30 days of purchase, Plaintiff and Class
16 members can only draw one conclusion: registration is required in order to
17 receive and access their warranty, contrary to the representations made at time of
18 sale that the Product was accompanied with an express warranty.

19 ***"Unlawful" Prong***

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

22 98. Defendant's acts and practices alleged above constitute unlawful business acts or
23 practices as they have violated the plain language of the SBA as described in
24 Plaintiff's First Cause of Action above.

25 99. As detailed in Plaintiff's Second Cause of Action above, Defendant's acts and
26 practices surrounding the sale also violate several provisions of the CLRA.

27 100. The violation of any law constitutes an "unlawful" business practice under the
28 UCL.



1 101. These acts and practices alleged were intended to or did result in violations of
2 the SBA and the CLRA.

3 102. Defendant's practices, as set forth above, have misled Plaintiff, the Class
4 members, and the public in the past and will continue to mislead in the future.
5 Consequently, Defendant's practices constitute an unlawful, fraudulent, and
6 unfair business practice within the meaning of the UCL.

7 103. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
8 injunctive relief and order Defendant to cease this unfair competition, as well as
9 disgorgement and restitution to Plaintiff and the Class of all Defendant's
10 revenues associated with its unfair competition, or such portion of those
11 revenues as the Court may find equitable.

12 **PRAYER FOR RELIEF**

13 Plaintiff prays that judgment be entered against Defendant as follows:

- 14 1. That this action be certified as a class action;
- 15 2. That Plaintiff be appointed as the representative of the Classes;
- 16 3. That Plaintiff's attorneys be appointed Class Counsel;
- 17 4. For an order declaring Defendant's conduct to be unlawful;
- 18 5. For an order compelling Defendant to make restitution to Plaintiff and
19 Class members under the SBA in an amount equal to the total amounts
20 paid and payable for the Class products;
- 21 6. For actual damages;
- 22 7. For a civil penalty of two-times actual damages;
- 23 8. For punitive damages;
- 24 9. For pre and post -judgment interest at the legal rate;
- 25 10. For injunctive and other equitable relief as necessary to protect the interests
26 of Plaintiff and other Class members, and an order prohibiting Defendant
27 from engaging in the unlawful, unfair, deceptive and fraudulent acts
28 described above;

- 1 11. For an order that Defendant engage in a corrective advertising campaign;
2 12. For an order of restitution and disgorgement of all profits and unjust
3 enrichment that Defendant obtained from Plaintiff and the Class members
4 as a result of its unlawful, unfair, and fraudulent business practices;
5 13. For attorney's fees, costs of suit, and out of pocket expenses; and
6 14. For such other and further relief that the Court deems proper.

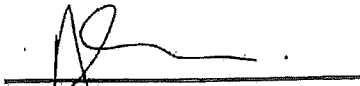
7 **TRIAL BY JURY**

8 104. Pursuant to the Seventh Amendment to the Constitution of the United States of
9 America, Plaintiff is entitled to, and demands a trial by jury.

10
11 Dated: February 19, 2021

Respectfully submitted,

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13 **KAZEROUNI LAW GROUP, APC**

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16 _____
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23 Facsimile (800) 520-5523
24 Email: jason@kazlg.com

25 *ATTORNEYS FOR PLAINTIFF*

Exhibit A

DECLARATION OF CHAD CASEY

I, CHAD CASEY, DECLARE:

1. On or about December 15, 2020, I purchased a Medcursor Neck Shoulder Massager with Heat, Electric Shiatsu Back Massage Device (the "Product").
2. At the time of my payment and review of the Product, I was in Fresno County, where I also reside.
3. Also, it is my understanding that Defendant, Medcursor, Inc., does business in the County of Fresno, State of California

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on 02/17/2021.

By: Chad K. Casey
Chad Casey

KAZEROUNI
LAW GROUP, APC

| EXHIBIT B

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
MEDCURSOR, INC.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED
2/22/2021
Superior Court of California
County of Fresno
By: A. Ramos, Deputy

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
CHAD CASEY, Individually and On Behalf of All Others Similarly Situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may 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 want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, pueda perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Sup. Ct. of CA, County of Fresno
B.F. Sisk Courthouse
1130 O Street, Fresno, CA 93721-2220

CASE NUMBER:
(Número del Caso): 21CECG00507

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Abbas Kazerounian, Kazerouni Law Group, APC, 245 Fischer Ave, Suite D1, Costa Mesa, CA, 92626, (800) 400-6808
Adib Assassi, Black Oak Law Firm, 1100 W. Town and Country Rd., Ste. 1250, Orange, CA 92868, (800) 500-0301

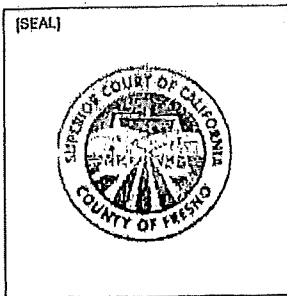
DATE: 2/22/2021 Clerk, by Deputy
(Fecha) (Secretario) A. Ramos (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):



POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY: Abbas Kazerounian, Esq. (SBN 249203) Kazerouni Law Group, APC 245 Fischer Ave. Suite D1 Costa Mesa, CA 92626 TELEPHONE NO.: (800) 400-6808 FAX NO.: (800) 525-0552 ATTORNEY FOR: Chad Casey	FOR COURT USE ONLY E-FILED 4/1/2021 8:00 AM Superior Court of California County of Fresno By: J. Nelson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 O St. MAILING ADDRESS: CITY AND ZIP CODE: Fresno, 93724 BRANCH NAME: BF SISK Courthouse	
PLAINTIFF: Chad Casey DEFENDANT: Medcursor, Inc.	CASE NUMBER: 21CECG00507
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: Casey v. Medcursor, Inc.
	<i>(Separate proof of service is required for each party served.)</i>

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents):
 Notice of Assignment CMC
3.
 - a. Party served (specify name of party as shown on documents served):
 Medcursor, Inc
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)
 Jianbo Zeng / President/ Authorized
4. Address where the party was served:
 Postal Annex, 6130 W. Flamingo Road, Suite 1818, Las Vegas, NV 89103
5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. by substituted service. On (date): 3/22/2021 at (time): 12:53 pm I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 Sean Newmark Person in Charge
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where copies were left (Code Civ. Proc., 415.20). I mailed the documents on (date): _____ from (city): _____ or

a declaration of mailing is attached.

(5) I attached a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF: Chad Casey DEFENDANT: Medcursor, Inc.	CASE NUMBER: 21CECG00507
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- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
 (1) on (date): (2) from (city):
 (3) with two copies of the *Notice and Acknowledgement of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., 415.30.)
 (4) to an address outside California with return receipt requested. (Code Civ. Proc., 415.40.)
- d. by other means (*specify means of service and authorizing code section*):
- Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
 b. as the person sued under the fictitious name of (*specify*):
 c. as occupant.
 d. On behalf of (*specify*): Medcursor, Inc
 under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers
- a. Name: Michelle Ely
 Firm: Sano Attorney Service
- b. Address: P.O. Box 1568, Riverside, CA 92502
- c. Telephone number: (909) 425-2248
- d. The fee for the service was: \$125.25
- e. I am:
- (1) not a registered California process server.
 (2) exempt from registration under Business and Professions Code section 22350(b).
 (3) a registered California process server:
 (i) owner employee independent contractor.
 (ii) Registration No.:
 (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- OR
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 3/23/21

Michelle Ely

 (NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



 (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY: Abbas Kazerounian, Esq. (SBN 249203) Kazerouni Law Group, APC 245 Fischer Ave. Suite D1 Costa Mesa, CA 92626 TELEPHONE NO.: (800) 400-6808 FAX NO.: (800) 525-0552 ATTORNEY FOR: Chad Casey	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 O St. MAILING ADDRESS: CITY AND ZIP CODE: Fresno, 93724 BRANCH NAME: BF SISK Courthouse	
PLAINTIFF: Chad Casey DEFENDANT: Medcursor, Inc.	CASE NUMBER: 21CECG00507
DECLARATION OF MAILING	Ref. No. or File No.: Casey v. Medcursor, Inc.

1. I, Monique Fisher, am at least 18 years of age and not a party to this action.
2. Documents mailed:

 Summons; Complaint; Alternative Dispute Resolution (ADR) package; Civil Case Sheet; Notice of Assignment CMC
3. A true copy of the documents were sealed in an envelope and placed in the United States mail with First Class postage prepaid as follows:

Date:	3/23/2021
Location:	Redlands, CA
Addressed:	Jianbo Zeng / President/ Authorized, Postal Annex, 6130 W. Flamingo Road, Suite 1818, Las Vegas, NV 89103
4. Person performing mailing:

Name:	Monique Fisher
Firm:	Sano Attorney Service
Address:	P.O. Box 1568, Riverside, CA 92502
Telephone Number:	(909) 425-2248
5. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/23/21

Monique Fisher

 (PRINTED NAME)

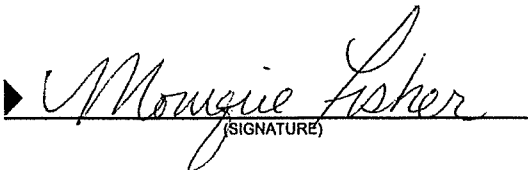

 (SIGNATURE)

EXHIBIT C

1 STEINBRECHER & SPAN LLP
GEOFFREY T. STOVER (SB#211715)
2 ANDREW HUANG (SB#304402)
445 S. Figueroa St., Suite 2350
3 Los Angeles, CA 90071
T: (213) 891-1400
4 F: (213) 891-1470

5 Attorneys for Defendant
MEDCURSOR, INC.
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF FRESNO

9
10 CHAD CASEY, Individually and On
Behalf of All Others Similarly Situated,
11
12 Plaintiff,

13 vs.

14 MEDCURSOR, INC.,
15 Defendant.
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CASE NO. 21CECG00507

[Hon. D. Tyler Tharpe]

ANSWER TO COMPLAINT

Dept. 501

1 Defendant Medcursor, Inc. (“Medcursor”) hereby answers the unverified Complaint of
2 Plaintiff Chad Casey (“Plaintiff”) as follows:

3 **GENERAL DENIAL**

4 Pursuant to Section 431.30(d) of the California Code of Civil Procedure, Medcursor
5 generally denies each allegation of the Complaint, and each cause of action set forth therein.
6 Medcursor further generally denies that Plaintiff is entitled to the relief requested in his
7 Complaint, or that Plaintiff has been or will be damaged because of any act or omission on the
8 part of Medcursor.

9 **AFFIRMATIVE DEFENSES**

10 Medcursor alleges the following affirmative defenses to the Complaint and each cause of
11 action therein:

12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Failure to State a Cause of Action)**

14 For each cause of action set forth in the Complaint, Plaintiff fails to state facts sufficient to
15 constitute a cause of action upon which relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Uncertainty)**

18 Each cause of action in the Complaint is barred, in whole or in part, to the extent that the
19 material allegations therein are uncertain, ambiguous, and/or unintelligible.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Lack of Standing)**

22 Plaintiff lacks standing to bring each cause of action set forth in the Complaint.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 **(No Damage)**

25 Plaintiff has failed to allege that Medcursor’s alleged acts or omissions caused him
26 actionable damage or economic loss.

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FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Each cause of action in the Complaint is barred, in whole or in part, on the ground that Plaintiff failed to take reasonable steps to minimize or prevent the damage Plaintiff claims to have suffered.

SIXTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

Each cause of action in the Complaint is barred, in whole or in part, because the relief Plaintiff seeks would, if granted, unjustly enrich Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

(Speculative Damages)

Each cause of action in the Complaint is barred, in whole or in part, because Plaintiff's alleged damages are speculative.

EIGHTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

Plaintiff's claim for injunctive relief and equitable relief is barred because, to the extent that Plaintiff is entitled to any relief by way of his Complaint, Plaintiff has an adequate and complete remedy at law.

NINTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Each cause of action in the Complaint is barred, in whole or in part, by the doctrine of unclean hands.

TENTH AFFIRMATIVE DEFENSE

(No Causation)

Each cause of action in the Complaint is barred, in whole or in part, because the damages Plaintiff alleges to have suffered were not the result of any act or omission by Medcursor.

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ELEVENTH AFFIRMATIVE DEFENSE

(Waiver)

Each cause of action in the Complaint is barred, in whole or in part, by the doctrine of waiver.

TWELFTH AFFIRMATIVE DEFENSE

(Estoppel)

Each cause of action in the Complaint is barred, in whole or in part, by the doctrine of estoppel.

THIRTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

At all relevant times, Medcursor complied in good faith with all applicable laws and reasonable interpretations of the same, and as to any other allegations as may be alleged by Plaintiff in this action.

FOURTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Each cause of action in the Complaint is barred, in whole or in part, because Plaintiff assumed the risk of detriment, if any.

FIFTEENTH AFFIRMATIVE DEFENSE

(Justification/Privilege)

Each cause of action in the Complaint is barred, in whole or in part, because Medcursor's conduct was justified and/or privileged and undertaken pursuant to the terms of applicable laws and regulations.

SIXTEENTH AFFIRMATIVE DEFENSE

(Claims Not Representative of Class)

Plaintiff's claims are not representative of the claims of the members of the putative class, and therefore this action is not properly maintained as a class action.

SEVENTEENTH AFFIRMATIVE DEFENSE

(No Common Questions of Law and Fact)

The allegations of the Complaint are such that individualized questions of law and fact predominate over common questions, and proofs peculiar to the Plaintiff differ from the claims of the members of the putative class, and therefore this action is not properly maintained as a class action.

EIGHTEENTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

Plaintiff's Complaint fails to state facts sufficient to assert his claim for punitive damages.

NINETEENTH AFFIRMATIVE DEFENSE

(Reservation of Further Defenses)

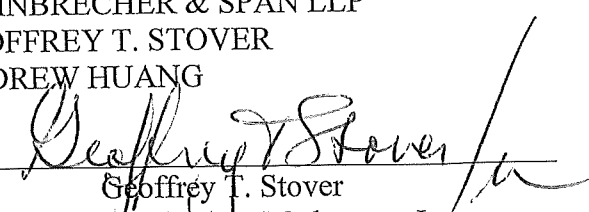
Medcursor reserves the right to plead and prove further affirmative defenses as they may become known, as it presently lacks sufficient knowledge or information upon which to form a belief as to such additional, as yet unknown, affirmative defenses.

WHEREFORE, Medcursor prays for relief as follows:

1. That the Complaint be dismissed with prejudice;
2. That Plaintiff take nothing by way of the Complaint and that judgment be entered against Plaintiff and in favor of Medcursor on each cause of action alleged in the Complaint;
3. That Medcursor be awarded its costs in defending this action; and
4. That Medcursor be granted such other and further relief as the Court may deem just and proper.

Dated: April 29, 2021

STEINBRECHER & SPAN LLP
GEOFFREY T. STOVER
ANDREW HUANG

By: 
Geoffrey T. Stover
Attorneys for Defendant Medcursor, Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA)
CITY AND COUNTY OF LOS ANGELES) ss:

I am employed in the City and County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Steinbrecher & Span LLP, 445 South Figueroa Street, Suite 2350, Los Angeles, California 90071.

On April 29, 2021, I served the foregoing document(s) described as:

ANSWER TO COMPLAINT

on the interested parties, by placing a true copy thereof in a sealed envelope(s) addressed as follows:

Abbas Kazerounian, Esq.
Kazerouni Law Group, APC
245 Fischer Ave., Unit D1
Costa Mesa, CA 92626
T: (800) 400-6808
F: (800) 520-5523
Attorneys for Plaintiff

Adib Assassi, Esq.
Black Oak Law Firm
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
T: (800) 500-0301
F: (800) 500-0301
Attorneys for Plaintiff

VIA OVERNIGHT MAIL:

VIA : By delivering such documents to an overnight mail service or an authorized courier in an envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such envelope(s) would be deposited with the U.S. postal service on April 29, 2021 with postage thereon fully prepaid, at Los Angeles, California.

VIA PERSONAL DELIVERY:

I personally delivered such envelope(s) by hand to the offices of the addressee pursuant to CCP § 1011.

VIA FACSIMILE:

By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

I declare under penalty of perjury under the laws of the state of California that the above is true and correct and was executed on April 29, 2021 at Los Angeles, California.



Lisa M. Atwood

JS 44 (Rev. 10/20)

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

Chad Casey, Individually and On Behalf of All Others

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

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

Abbas Kazerounian, Esq.
 Kazerouni Law Group, APC

DEFENDANTS

Medcursor, Inc.

County of Residence of First Listed Defendant Clark County, NV
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Alan K. Steinbrecher, Esq.
 Geoffrey T. Stove, Esq.

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 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 checked="" 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	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 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 <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	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	

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. section 1332
 Brief description of cause:
 Consumer class action under California Song-Beverly Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
 DEMAND \$ In excess of \$75K
 CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: April 30, 2021
 SIGNATURE OF ATTORNEY OF RECORD: /s/ Alan K. Steinbrecher

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.
- 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.

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 Medcursor Fails to Provide Mandatory Warranty Disclosures with Product Registration Cards](#)
