

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

Case No. 2020-023866-CA-01

SHTERNA PINCHASOV, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff,

v.

ROBINHOOD FINANCIAL LLC,

Defendant.

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, under 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant Robinhood Financial LLC removes the above-captioned action from the Circuit Court of the 11th Judicial Circuit of Florida in and for Miami-Dade County to the United States District Court for the Southern District of Florida.

I. PROCEDURAL HISTORY.

1. On November 5, 2020, Plaintiff Shterna Pinchasov filed this action, entitled *Pinchasov v. Robinhood Financial LLC*, Case No. 2020-023866-CA-01, as a putative class action in the Circuit Court of the 11th Judicial Circuit of Florida in and for Miami-Dade County.

2. Defendant received the summons and Complaint on November 9, 2020. Copies of all process, pleadings and orders served on Defendant are attached as **Exhibit A**.

3. This Notice of Removal is timely filed under 28 U.S.C. § 1446(b), which provides that a defendant may file a notice of removal “within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief.”

4. Copies of this Notice of Removal will promptly be filed with the Clerk of the Circuit Court of the 11th Judicial Circuit of Florida in and for Miami-Dade County and served on Plaintiff’s counsel of record under 28 U.S.C. § 1446(d).

5. This case properly may be removed to this United States District Court under 28 U.S.C. §§ 1332, 1441, 1446, and 1453. The Circuit Court of the 11th Judicial Circuit of Florida in and for Miami-Dade County is located within the jurisdiction of the United States District Court for the Southern District of Florida.

II. REMOVAL IS PROPER UNDER CAFA.

6. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d), as amended by the Class Action Fairness Act of 2005 (“CAFA”), because (i) this is a putative class action plaintiff class of 100 or more members; (ii) the matter in controversy exceeds \$5 million, exclusive of interest and costs, under Plaintiff’s theory of recovery; and (iii) minimum diversity is satisfied. 28 U.S.C. § 1332(d)(2). Removal is therefore authorized by 28 U.S.C. § 1441.

A. The Class Action Requirement Is Satisfied.

7. CAFA defines “class action” as “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

8. This action is a “class action” within the meaning of 28 U.S.C. § 1332(d)(1)(B) because it was filed under a state statute or rule of judicial procedure, Fla. R. Civ. P. 1.220, that,

like Fed. R. Civ. P. 23, authorizes an action to be brought by one or more representative persons as a class action. (Compl. ¶ 39.)

9. Plaintiff purports to represent a class of “[a]ll former and current Customers of Robinhood in the United States and its territories who were affected by Robinhood’s failure to prevent customers from using its interface for stocks which were subject to a T1 Halt at any time (a) within 4 years preceding the filing of this lawsuit” (the “Proposed Class”). (Compl. ¶ 40.) Plaintiff alleges that “there are thousands of Class Members,” making the class “sufficiently numerous and geographically dispersed so that joinder of all Class Members is impracticable.” (Compl. ¶ 43.) On the face of the Complaint, the requirement that the Proposed Class involves 100 or more members is easily satisfied.

B. The Amount in Controversy Requirement Is Satisfied.

10. The amount in controversy requirement is satisfied under the theory asserted by Plaintiff because the claims of putative class members, aggregated together, exceeds the sum or value of \$5 million, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2), (d)(6). A notice of removal under CAFA need include only a “plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Anderson v. Wilco Life Ins. Co.*, 943 F.3d 917, 925 (11th Cir. 2019) (quoting *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014)).

11. Plaintiff alleges that given the large size of the Proposed Class, “the amount in controversy easily exceeds \$5,000,000.00.” (Compl. ¶ 43.) When a “plaintiff’s complaint, filed in state court, demands monetary relief of a stated sum, that sum, if asserted in good faith, is ‘deemed to be the amount in controversy.’” *Dart*, 574 U.S. at 84 (citing 28 U.S.C. § 1446(c)(2)). While Defendant denies that Plaintiff or any putative class members are entitled to recover any

amount (or any other relief), Plaintiff plainly seeks to recover an aggregate amount over \$5 million.

C. The Minimal Diversity Requirement Is Satisfied.

12. The minimal diversity of citizenship provision of 28 U.S.C. § 1332(d)(2)(A), requiring that “any member of a class of plaintiffs is a citizen of a State different from any defendant,” is satisfied here.

13. For purposes of diversity jurisdiction, a limited liability company “is a citizen of any state of which a member of the company is a citizen.” *Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C.*, 374 F.3d 1020, 1022 (11th Cir. 2004). Robinhood Financial LLC is a Delaware limited liability company. (Declaration of Miles Wellesley (“Wellesley Decl.”) ¶ 5.) Robinhood Markets, Inc. is the sole owner and member of Robinhood Financial LLC. (Wellesley Decl. ¶ 5.) Under 28 U.S.C. § 1332(c)(1), a corporation is a citizen of the state by which it has been incorporated and of the state where it has its principal place of business. Robinhood Markets, Inc. is a Delaware corporation with its principal place of business in Menlo Park, California, and is therefore a citizen of Delaware and California. (Wellesley Decl. ¶ 4.) For purposes of diversity jurisdiction, therefore, Robinhood Financial LLC is a citizen of Delaware and California.

14. Plaintiff is a citizen of Florida, therefore satisfying minimal diversity. (Compl. ¶ 37.) Moreover, the Proposed Class includes “[a]ll former and current Customers of Robinhood in the United States and its territories who were affected by Robinhood’s failure to prevent customers from using its interface for stocks which were subject to a T1 Halt at any time (a) within 4 years preceding the filing of this lawsuit.” (Compl. ¶ 40.)

15. Minimal diversity of citizenship is therefore also satisfied because at least one prospective class member is a citizen of a state different from Robinhood Financial LLC.

III. CONCLUSION.

16. For the reasons set forth herein, under 28 U.S.C. §§ 1332, 1441, 1446 and 1453, this action may be removed to this Federal District Court.

WHEREFORE, Defendant requests that this action be brought to this Court, and this Court make and enter such further orders as may be necessary and proper.

DATED: November 30, 2020

/s/ Grace L. Mead

Grace Mead

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Museum Tower

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Maeve L. O'Connor (*pro hac vice* application forthcoming)

Elliot Greenfield (*pro hac vice* application forthcoming)

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 30, 2020, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached service list in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive Notices of Electronic Filing.

By: Grace L. Mead
GRACE L. MEAD

SERVICE LIST

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Exhibit A

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.:

SHTERNA PINCHASOV, on her own behalf,
and on behalf of those similarly situated,

Plaintiff

CLASS ACTION

v

ROBINHOOD FINANCIAL, LLC,

Defendant.



CLASS ACTION COMPLAINT

Plaintiff, Shterna Pinchasov (“Plaintiff” or “Pinchasov”), on her own behalf and on behalf of those similarly situated (collectively, the “Customers” or “Class Members”), by and through undersigned counsel, sues Defendant Robinhood Financial, LLC. (“Robinhood”), and alleges the

following based upon personal knowledge as to the allegations regarding herself, and upon information and belief as to the other allegations:

INTRODUCTION

1. This lawsuit is brought as a class action by and on behalf of Robinhood's Customers that were affected by Robinhood's failure to prevent customers from using its interface for certain stocks that the Defendant, as broker-dealer, makes available to its customers.

2. Robinhood is a broker-dealer registered with the Securities and Exchange Commission to transact business.

3. A brokerage firm, also called a broker-dealer, is in the business of buying and selling securities – stocks, bonds, mutual funds, and certain other investment products – on behalf of its customer (as broker), for its own bank (dealer), or both.

4. Individuals who work for broker-dealers - the sales personnel are commonly referred to as brokers.

5. Robinhood as a broker-dealer uses its “deliberately engineered systems” to “leverage technology to encourage everyone to participate in our financial system” through its interface, providing their targeted “newcomer” customer-base the platform to conduct all aspects of stock trading on their customers' smartphones. *See* <https://robinhood.com/us/en/careers/>.

6. As a result, Robinhood's users receive stock pricing and other stock information from Robinhood.

7. Robinhood acts as teacher of sorts to the newcomer with trading and market data, specifically targeting “less knowledgeable traders” assuring that they [Robinhood] can be trusted

to provide navigation of the “daunting” and “complex system of regulation, financial institutions, and assets.” *Id.*

8. Robinhood asserts that it- “not the marble office buildings of Wall St”- is “lowering barriers, removing fees, and providing greater access to financial information” to “create a financial system everyone can participate in.” *Id.*

9. Robinhood’s Mission Statement is as follows: “Robinhood’s mission is to democratize finance for all. We believe that everyone should have access to the financial markets, so we’ve built Robinhood from the ground up to make investing friendly, approachable, and understandable for newcomers and experts alike.” *Id.*

10. Robinhood advertises to the inexperienced trader, with phrases on its website such as “Investing for Everyone” and “Your Financial Journey Starts Here” and including explanations such as “Investing can be complicated — that’s why we’re here. From beginners’ guides to timely features, explore articles that make finance a little more understandable.” *Id.*

11. Robinhood has a learning section on its website called “Investing Basics: The best place to start for beginners. Get the low-down before you dive in.” *Id.*

12. Robinhood customers, like other online stock traders, receive information from Robinhood regarding stocks.

13. Robinhood, as a broker/dealer, has a duty of care to act in accordance with the standard of care used by other professionals in the community. Said duty of care is owed by Robinhood to all of its customers.

14. Robinhood’s duty includes the management of a customer’s use of the Robinhood

interface for each of the stock services Robinhood's interface was "deliberately engineered" to provide.

15. Robinhood's duty extends to informing its customers about things like trading halts when a halt code is present, for the protection of its customers.

16. This duty also extends to removing any type of price quotation, or indication of interest on a stock which is subject to a halt for the protection of its customers.

17. A T1 Halt is a trade halt code representing when trade is halted on a particular company's stock because said company is pending the release of material news which is likely to lead to abnormal volatility in said company's stock price.

18. When Robinhood's targeted customers did not receive the basic information regarding the T1 Halt placed on the Hertz Corporation stock in March 2020, Robinhood's targeted customers lost significant sums of money.

19. Once the Hertz Corporation T1 Halt was lifted, the market price of the stocks had dropped significantly, causing Plaintiff and others similarly situated damages as a result of Robinhood executing the pre-T1 Halt trades which should have been cancelled, terminated or otherwise halted.

20. Had Robinhood fulfilled its duty of managing the Robinhood interface for each of the stock services Robinhood's interface was "deliberately engineered" to provide for its targeted customer-base, Plaintiff and others similarly situated would likely never have been harmed.

21. Any reasonable broker/dealer in the industry knows or should know that their customers need to be informed that a given stock is subject to a T1 Halt, in order to protect that

consumer(s) from the volatility due to the news which generated the T1 Halt.

22. Robinhood breached its duty of care to its targeted customers by failing to prevent customers from using its interface for stocks that had been the subject of a T1 Halt and failing to provide those customers the knowledge of the T1 Halt.

JURISDICTION AND VENUE

23. This is a class action at law seeking monetary damages in an amount that exceeds \$30,000.00, exclusive of interest, costs, and attorney's fees.

24. Accordingly, the Circuit Court has subject matter jurisdiction over this action pursuant to Fla. Stat. §34.01(1)(c).

25. The Defendant is subject to personal jurisdiction within the State of Florida pursuant to Fla. Stat. § 48.193(1)(a)(1) because the Defendant is “[o]perating, conducting, engaging in, or carrying on a business or business venture in this state [and] ha[s] an office or agency in this state.”

26. Robinhood is a foreign limited liability company, having its principal place of business in San Mateo County, California.

27. Robinhood also houses its first regional headquarters in Lake Mary, Florida.

28. While the Defendant's regional headquarters location is further indication that the Defendant's contacts with the Florida are by no means *de minimis*, if not original jurisdiction, this Court certainly has personal jurisdiction over Robinhood pursuant to Florida's long-arm statute. *See* Fla. Stat. §§ 48.193(1)(a)(1)-(6).

29. Florida's long-arm statute recognizes two kinds of personal jurisdiction over a nonresident defendant: specific jurisdiction and general jurisdiction and when a Plaintiff satisfies

the long-arm statute's requirements for specific jurisdiction over a Defendant, there is no need to engage in the general jurisdiction analysis.

30. Under Florida's long-arm statute, a court may exercise specific personal jurisdiction over a nonresident defendant who engaged in one of the enumerated acts listed under section 48.193(1)(a).

31. Florida's long-arm statute is to be strictly construed.

32. Section 48.193(1)(a)(1) states a nonresident defendant may be subjected to the jurisdiction of a court in Florida for either “[o]perating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state.” Fla. Stat. § 48.193(1)(a)(1). Here, Defendant’s conduct in this Action triggers the necessary prong of Florida’s long-arm jurisdiction because Robinhood is engaged in substantial and not isolated activity within this State by virtue of its direct marketing and targeting of its customer-base in Florida through its deliberately engineered application in concert with Robinhood’s maintaining its Florida regional operational headquarters in Lake Mary.

33. Robinhood is not only a brokerage firm licensed in Florida, but it also houses its first regional headquarters. Additionally, while many of Robinhood’s targeted customers get their service for free, leaving Robinhood to generate revenue from those customers’ transactions, Robinhood’s gold customers pay monthly fees starting at \$5 for access to professional research, margin trades and other activities. Regardless of the characterization of the Robinhood customer (i.e. standard or gold) both are derived in high number from Florida. That fact, in concert with the regional headquarters location satisfies those factors to be considered by this Court under 48.193 prong (a).

34. Further, the causes of action brought in this Complaint arise from Robinhood committing a tortious act within this state by virtue of its failure to properly or otherwise manage its deliberately engineered application for its targeted customer-base in such a way to prevent those customers from suffering specific harm to the tune of thousands of dollars each. *See Fla. Stat. §48.193(1)(a)(2).*

35. Personal jurisdiction over the Defendant is proper under § 48.193(1)(a)(2).

36. Given the above, venue is therefore proper in this Miami Dade County pursuant to Fla. Stat. §47.011 because Robinhood is subject to personal jurisdiction here and because the cause of action accrued here.

PARTIES

37. Plaintiff Pinchasov is a citizen of the State of Florida who is domiciled in Miami-Dade County. Pinchasov became a customer of Robinhood on or about March of 2020, after receiving several advertisements for their services in Florida. On at least one occasion after that date, Robinhood failed to prevent customers from using its interface for stock that were halted pursuant to a T1 halt, causing the Plaintiffs damages when the T1 halt was lifted.

38. Defendant Robinhood is a full-service broker-dealer registered with the Securities and Exchange Commission. Robinhood engages in the business of providing securities brokerage services to individuals and corporate clients, among other organizations.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action on her own behalf and on behalf of all others similarly situated pursuant to Fla. R. Civ. P. 1.220 This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of the Rule.

40. The proposed Class is defined as:

All former and current Customers of Robinhood in the United States and its territories who were affected by Robinhood's failure to prevent customers from using its interface for stocks which were subject to a T1 Halt at any time (a) within 4 years preceding the filing of this lawsuit (the "Class Period").

41. Excluded from the Class are Robinhood, its parents, subsidiaries, affiliates, officers and directors, any entity in which Robinhood has a controlling interest, all Customers who make a timely selection to be excluded, governmental entities, all judges assigned to hear any aspect of this litigation, as well as their immediate family members, and any of the foregoing's legal heirs and assigns.

42. Plaintiff reserves the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate.

43. Plaintiff does not currently know the exact number of Class Members or their identities because such information is in the exclusive control of Robinhood and can only be ascertained by review of its records. However, Plaintiff believes that there are thousands of Class Members, and that the Class Members are sufficiently numerous and geographically dispersed so that joinder of all Class Members is impracticable. Plaintiff further believes that Robinhood failed to prevent customers from using its interface for stocks subject to T1 holds during the Class Period. Accordingly, it is believed that the amount in controversy easily exceeds \$5,000,000.00.

44. The claims of Plaintiff are typical of the Class, in that Plaintiff, like all Class Members, was not prevented from using Defendant's "deliberately engineered" interface in commencing stock trades subject to a T1 halt, resulting in a significant loss of money to each of the Class Members.

45. The factual basis of Robinhood's misconduct is common to all Class Members and resulted in injury to all Class Members.

46. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual Class Members, including whether Robinhood:

- a. Was negligent by not preventing its customers from using its interface on stocks that were subject to a T1 halt; and
- b. the appropriate measure of damages sustained by Plaintiff and other Class Members.

47. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, effectively, and without the duplication of effort and expense, and risk of inconsistent rulings that numerous individual actions would cause. Class treatment will also permit the adjudication of relatively small claims by Class Members who otherwise might not be able to afford to litigate their claims individually. This class action presents no difficulties in management that would preclude maintenance as a class action.

48. This forum is particularly desirable for the prosecution of this class action because Robinhood maintains its regional headquarters in Lake Mary, Florida, and the lead Plaintiff is also domiciled in Florida. As a result of the foregoing, litigating on a class action basis in this forum will likely decrease the cost of discovery and prosecution, generally.

49. Plaintiff has suffered the harm alleged on behalf of the Class and has no interests antagonistic to the interests of any other Class Members. She is committed to the prosecution of

this action and has retained counsel experienced in the prosecution of class actions, and in complex commercial actions in particular. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class Members. Plaintiff is not aware of any other pending litigation concerning this controversy that involves Class Members.

50. Finally, the Class is readily definable and is one for which records likely exist in the files of Robinhood.

COUNT I
(Negligence)

51. Plaintiff re-alleges paragraphs 1 through 50, above, as if fully set forth herein.

52. Plaintiff brings this negligence claim on her own behalf, and on behalf of all Class Members who were injured by Robinhood's failure to prevent customers from using its interface for stocks that are undergoing a trade halt within four (4) years preceding the filing of this lawsuit.

53. As a securities broker-dealer, Robinhood owed its targeted customers a duty of care in accordance with the standard of care used by similar professionals in the community under similar circumstances using their deliberately engineered interface to facilitate specific transactions and receipt of information for the "newcomer" to stocks. That includes, but is not limited to, a duty to prevent customers from using its interface for stocks that are subject to a T1 Halt.

54. Robinhood breached its duty, and the standard of care expected from similar professionals in the community under similar circumstances by allowing customers to use its interface for stocks that were subject to a T1 Halt.

55. As a matter of law, it is unreasonable and a breach of Robinhood's duties owed to its Customers to allow targeted "newcomer" customers to use its "deliberately engineered"

interface on stocks despite their being not available due to a T1 Halt.

56. As a result of Robinhood's failure to prevent its targeted customers from using its interface for stocks that were subject to a T1 Halt, the Plaintiff (and all Class Members) used Robinhood's interface on stocks that were subject to high volatility.

57. Once the T1 Halt was lifted, the result was a loss of money to the Plaintiff (and all Class Members).

58. As a direct and proximate result of the foregoing, Plaintiff (and all Class Members) have suffered damages.

COUNT II
(Breach of Fiduciary Duty)

59. Plaintiff re-alleges paragraphs 1 through 50, above, as if fully set forth herein.

60. Robinhood owed a duty to Plaintiff and the Class Members as its fiduciary to inform them of information surrounding certain stocks, as it advertised to, and provided this service for, its customers. This is especially true since it advertised to the novice stockholder. This duty included informing customers of T1 Halts.

61. Robinhood breached this duty by not informing customers of the T1 Halts and by not preventing them from using its interface for certain stocks not available because of the T1 Halts.

62. Its breaches of fiduciary duties were committed directly against and directly damaged Plaintiff and the Class Members, and they have suffered actual damages.

63. Plaintiff and the Class Members have been damaged as a direct and proximate result of these breaches of fiduciary duties.

JURY TRIAL DEMAND

Plaintiff(s) demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and on behalf of all other similarly situated, prays for relief and judgment as follows:

- A. Certifying the proposed Class and approving Plaintiff as class representative;
- B. Appointing attorneys Igor Y. Hernandez, Michael A. Citron, and Ely R. Levy as Class Counsel;
- C. Awarding Plaintiff and the Class damages in an amount to be proven at trial, along with costs, interest, and attorneys' fees; and
- D. Awarding any further relief the Court deems just and proper.

Dated: November 5, 2020

Respectfully and jointly submitted,

MAC LEGAL, P.A., CORNISH HERNANDEZ GONZALEZ, PLLC, and LEVY & PARTNERS, PLLC, and jointly, as prospective Class counsel and counsel for Plaintiffs

/s/Michael A. Citron, Esq.

Michael A. Citron, Esq.

Florida Bar No.: 105083

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/s/Igor Hernandez

Igor Hernandez, Esq.

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RETURN OF SERVICE

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 20-23866 - **CA 21**

Plaintiff:

**SHTERNA PINCHASOV, ON HER OWN BEHALF, AND ON BEHALF OF THOSE
SIMILARLY SITUATED**

vs.

Defendant:

ROBINHOOD FINANCIAL LLC

For:

**MICHAEL CITRON
MAC LEGAL, P.A.
3100 N. 29TH COURT
HOLLYWOOD, FL 33021**

Received by CAPLAN AND CAPLAN PROCESS SERVICE on the 6th day of November, 2020 at 4:43 pm to be served on **ROBINHOOD FINANCIAL, LLC C/O INCORPORATING SERVICES, LTD AS REGISTERED AGENT, 1540 GLENWAY DR, TALLAHASSEE, FL 32301.**

I, ERIC L. LARSON, do hereby affirm that on the **9th day of November, 2020 at 3:15 pm, I:**

served a **LIMITED LIABILITY COMPANY** by serving a **CLASS ACTION SUMMONS, CIVIL COVER SHEET, civil action complaint** with the date and hour of service endorsed thereon by me, to: **INCORPORATING SERVICES, LTD as REGISTERED AGENT of ROBINHOOD FINANCIAL, LLC**, at the address of: **1540 GLENWAY DR, TALLAHASSEE, FL 32301**, and informed said person of the contents therein, in compliance with **Florida Statutes 608.463 and 48.062(1).**

Additional Information pertaining to this Service:

MELISSA STOPS, EMPLOYEE FOR REG. AGENT, AUTHORIZED TO ACCEPT SERVICE, WF, 40 YRS, 5'6", 140 LBS, BLACK HAIR, NO GLASSES

Under penalty of perjury, I declare that I have read the forgoing Verified return of Service and the facts stated in it are true, that I that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. I also certify that the above stated facts are correct to the best of my knowledge.. Pursuant to F.S. 92.525(2), Notary not required.



ERIC L. LARSON
CPS #063, 2ND JUDICIAL CIRCUIT

CAPLAN AND CAPLAN PROCESS SERVICE
33 Sw 2nd Avenue
Ste 402
Miami, FL 33130
(305) 374-3426

Our Job Serial Number: CPN-2020033997
Ref: 33997

Filing # 116200345 E-Filed 11/05/2020 11:35:53 AM

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

RECEIVED

NOV 06 2020

CASE NO.:

20-2386 CW01

SHTERNA PINCHASOV, on her own behalf,
and on behalf of those similarly situated,

Plaintiff(s),

CLASS ACTION

v

ROBINHOOD FINANCIAL, LLC,

Defendant.

DATE

11/9/20

TIME

3:15

Erie Larson

CPS #063

INITIAL

[Handwritten signature]

BADGE # 2nd Judicial Circuit

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMANDED to serve this summons and a copy of the Class Action
Complaint filed in this action on Defendant,

ROBINHOOD FINANCIAL, LLC
c/o INCORPORATING SERVICES, LTD (AS REGISTERED AGENT)
1540 GLENWAY DR
TALLAHASSEE, FL 32301

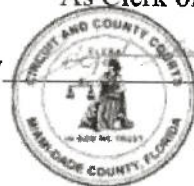
The Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's attorney, Michael A. Citron, Esq. of MAC Legal, P.A., whose address is 3100 N 29th Ct., Hollywood, Florida 33020, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court, whose address is 73 W. Flagler Street Miami, Florida 33130, either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against the defendant for the relief demanded in the complaint or petition.

DATED: November 5, 2020 11/6/2020

WITNESS my hand and the Seal of said Court

HARVEY RUVIN
As Clerk of the Court

By



310009

Sloman

33497.

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.:

SHTERNA PINCHASOV, on her own behalf,
and on behalf of those similarly situated,

Plaintiff(s),

CLASS ACTION

v

ROBINHOOD FINANCIAL, LLC,

Defendant.

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMANDED to serve this summons and a copy of the Class Action Complaint filed in this action on Defendant,

ROBINHOOD FINANCIAL, LLC
c/o INCORPORATING SERVICES, LTD (AS REGISTERED AGENT)
1540 GLENWAY DR
TALLAHASSEE, FL 32301

The Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's attorney, Michael A. Citron, Esq. of MAC Legal, P.A., whose address is 3100 N 29th Ct., Hollywood, Florida 33020, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court, whose address is 73 W. Flagler Street Miami, Florida 33130, either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against the defendant for the relief demanded in the complaint or petition.

DATED: November 5, 2020 11/6/2020

WITNESS my hand and the Seal of said Court

HARVEY RUVIN
As Clerk of the Court

By  310009

FORM 1.997. CIVIL COVER SHEET

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

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Shterna Pinchasov
Plaintiff

Case # _____
Judge _____

vs.

Robinhood Financial, LLC
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

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

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

2

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

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

- no
- yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

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

Signature: s/ Michael A. Citron
Attorney or party

Fla. Bar # 105083
(Bar # if attorney)

Michael A. Citron
(type or print name)

11/05/2020
Date

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: ['Duty of Care': Class Action Says Robinhood Failed to Provide Basic Info on Hertz T1 Halt, Costing Traders 'Significant' Money](#)
