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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Northern District of California

[REDACTED] an individual, and [REDACTED]
[REDACTED] an individual,
Plaintiff(s)
v.
NISSAN NORTH AMERICA, INC., a Delaware
corporation, and DOES 1 through 10, inclusive,
Defendant(s)

Civil Action No. [REDACTED]

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Nissan North America, Inc.
Corporation Service Company d/b/a CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr. Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

PRESTIGE LEGAL SOLUTIONS, P.C.
Michelle Yang, Esq. (SBN 325467)
Jeffrey L. Le Pere, Esq. (SBN 201787)
6420 Wilshire Blvd., Ste. 200
Los Angeles, CA 90048
Telephone: (310) 933-6626

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.



Mark B. Busby
CLERK OF COURT

[REDACTED]

Felicia Brown

Signature of Clerk or Deputy Clerk

Date: 3/10/2023

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

PRESTIGE LEGAL SOLUTIONS, P.C.
Michelle Yang, Esq. (SBN 325467)
Jeffrey L. Le Pere, Esq. (SBN 201787)
6420 Wilshire Blvd., Suite 200
Los Angeles, CA 90048
Telephone: (310) 933-6626
Fax: (310) 933-5821
Electronic Service: eservice@plsfirm.com

Attorneys for Plaintiffs
[REDACTED]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

[REDACTED] an individual, and
[REDACTED], an
individual,
Plaintiffs,
vs.
NISSAN NORTH AMERICA, INC., a
Delaware corporation, and DOES 1 through
10, inclusive,
Defendants.

Case No.:

COMPLAINT

- 1. VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2**
- 2. VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2**
- 3. VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2**
- 4. BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
- 5. VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**

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1 Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs”) alleges as
2 follows:

3 **FEDERAL JURISDICTION**

4 1. This court has jurisdiction as federal question and has met the amount in
5 controversy pursuant to 15 USC § 2310(d)(3).

6 2. This court has ancillary jurisdiction over the balance of plaintiffs’ claims.

7 **PARTIES**

8 3. As used in this Complaint, the word "Plaintiffs" shall refer to Plaintiffs
9 [REDACTED]

10 4. Plaintiffs are, and at all times relevant herein was, a resident of La Puente,
11 California.

12 5. As used in this Complaint, the word "Defendant" shall refer to Defendant
13 Nissan North America, Inc.

14 6. Defendant is, and at all times relevant herein was, a corporation
15 incorporated/organized under the laws of the State of Delaware and registered to conduct
16 business in California. At all times relevant herein, Defendant was engaged in the
17 business of designing, manufacturing, assembling, producing, constructing, marketing,
18 distributing, and/or selling consumer goods, including but not limited to motor vehicles
19 and motor vehicle components.

20 7. Plaintiffs hereby revokes acceptance of their 2022 Nissan Versa, VIN
21 [REDACTED] (“Subject Vehicle”).

22 **FIRST CAUSE OF ACTION**

23 **BY PLAINTIFFS AGAINST DEFENDANT**

24 **VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2**

25 8. Plaintiffs incorporates by reference the allegations contained in the
26 paragraphs set forth above.

27 9. On or around November 21, 2022, Plaintiffs purchased Subject Vehicle.
28 Subject Vehicle is a new motor vehicle, as the term is defined by California Civil Code

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1 section 1793.22(e)(2).¹ Subject Vehicle was manufactured and/or distributed by
2 Defendant.

3 10. Plaintiffs purchased and used Subject Vehicle primarily for personal,
4 family, or household purposes. Plaintiffs purchased Subject Vehicle from a person or
5 entity engaged in the business of manufacturing, distributing, selling, or leasing
6 consumer goods at retail.

7 11. The driver assist is a material function of the Subject Vehicle that
8 Defendant designed, engineered, and marketed as a safety feature of Subject Vehicle.

9 12. Defendant marketed the 2022 Nissan Versa as having “the most standard
10 safety technology in its class[□], including available Nissan Safety Shield® 360[□], a prime
11 example of Nissan Intelligent Mobility that helps provide front, side and rear safety
12 monitoring and intervention technologies.”
13 [REDACTED]

14 13. Defendant’s product brochure for the 2022 Nissan Versa further highlights
15 the safety features built into vehicle. “Imagine being surrounded by confidence. Nissan
16 Intelligent Mobility includes features that monitor ahead, behind, and on either side and
17 can step in to help keep you safe.”
18 [REDACTED]
19 [REDACTED]

20 14. Defendant developed a webpage that highlights how important safety
21 feature is to any prospective purchaser of the 2022 Nissan Versa. See,
22 [REDACTED]

23 15. Plaintiffs relied upon the marketing efforts of Defendant and determined
24 that the 2022 Nissan Versa was the right vehicle for them.

25 16. When the Subject Vehicle was purchased, Plaintiffs received express
26 written warranties in which Defendant undertook to preserve or maintain the utility or
27

28 _____
¹ All subsequent references to the Civil Code refer to the California Civil Code.

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1 performance of Subject Vehicle or to provide compensation if there is a failure in utility
2 or performance for a specified period of time. The warranty provided, in relevant part,
3 that in the event a nonconformity developed within Subject Vehicle during the applicable
4 warranty period, Plaintiffs could deliver Subject Vehicle for repair to Defendant's
5 authorized service and repair facilities and Subject Vehicle would be repaired.

6 17. During Plaintiffs' ownership of Subject Vehicle, the Subject Vehicle
7 manifested defects covered by Defendant's express written warranties. These defects
8 include but are not limited to: driver assist and engine defects. (Subject Vehicle's
9 "defects"). These defects substantially impair the use, value, and/or safety of Subject
10 Vehicle to Plaintiffs.

11 18. In other words, the safety features that Defendant highlighted proved to be
12 defective.

13 19. Plaintiffs delivered Subject Vehicle to Defendant and/or its authorized
14 service and repair facilities for diagnosis and repair of the defects.

15 20. Defendant and/or its authorized service and repair facilities failed to
16 service or repair Subject Vehicle to conform to the applicable express warranties after a
17 reasonable number of opportunities to do so.

18 21. The Subject Vehicle was not substantially free of defects on the date of
19 purchase.

20 22. Plaintiffs have lost confidence in Subject Vehicle and Defendant's ability
21 to conform Subject Vehicle to the applicable warranty.

22 23. Despite this fact, Defendant failed to promptly replace Subject Vehicle or
23 make restitution to Plaintiffs as required by Civil Code section 1793.2(d).

24 24. No information was provided to Plaintiffs prior to, or at the time of sale,
25 about the difficulty and delay that would follow in the ability to set an appointment to have
26 repair performed, or to obtain parts. The inability to timely complete repairs renders
27 Defendant's warranty deceptive.

28 25. The Magnuson Moss Warranty Act defines a deceptive warranty as follows:

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For the purposes of this subsection, the term “deceptive warranty” means (A) a written warranty which (i) contains an affirmation, promise, description, or representation which is either false or fraudulent, or which, in light of all of the circumstances, would mislead a reasonable individual exercising due care; or (ii) fails to contain information which is necessary in light of all of the circumstances, to make the warranty not misleading to a reasonable individual exercising due care; or (B) a written warranty created by the use of such terms as “guaranty” or “warranty”, if the terms and conditions of such warranty so limit its scope and application as to deceive a reasonable individual.

See, 15 USC 2310(c)(2).

26. Despite this fact, Defendant failed to promptly replace Subject Vehicle or make restitution to Plaintiffs as required by Civil Code section 1793.2(d).

27. Plaintiffs has been damaged by Defendant's failure to comply with its obligations under Civil Code section 1793.2(d), and therefore brings this cause of action pursuant to Civil Code section 1794.

28. Defendant's failure to comply with its obligations under Civil Code section 1793.2(d) was willful, in that Defendant and its representatives knew of their legal obligations and intentionally declined to follow them. Accordingly, Plaintiffs is entitled to a civil penalty of up to two times Plaintiffs’ actual damages, pursuant to Civil Code section 1794(c).

SECOND CAUSE OF ACTION

BY PLAINTIFFS AGAINST DEFENDANT

VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2

29. Plaintiffs incorporates by reference the allegations contained in the paragraphs set forth above.

30. Defendant maintains service and repair facilities and/or designates independent service and repair facilities (Defendant’s “representatives”). Defendant’s representatives are intended to carry out the terms of Defendant’s express warranties.

31. Although Plaintiffs presented Subject Vehicle to Defendant's representatives in this state for repair of Subject Vehicle, Defendant and/or its

1 representatives failed to commence repairs within a reasonable time, in violation of Civil
2 Code section 1793.2(b).

3 32. Although Plaintiffs presented Subject Vehicle to Defendant's
4 representatives in this state for repair of Subject Vehicle, Defendant and/or its
5 representatives failed to complete repairs within thirty days, in violation of Civil Code
6 section 1793.2(b). Plaintiffs did not extend the time for completion of repairs beyond
7 the requisite thirty days.

8 33. Plaintiffs has been damaged by Defendant's and/or its representatives'
9 failure to comply with Civil Code section 1793.2(b). Thus, Plaintiffs brings this cause
10 of action pursuant to Civil Code section 1794.

11 34. Plaintiffs has rightfully rejected and/or justifiably revoked acceptance of
12 Subject Vehicle and has exercised their right to cancel the contract. By serving this
13 Complaint, Plaintiffs does so again.

14 35. Defendant's failure to comply with its obligations under Civil Code section
15 1793.2(b) was willful, in that Defendant and its representatives knew of their legal
16 obligations and intentionally declined to follow them. Accordingly, Plaintiffs is entitled
17 to a civil penalty of two times Plaintiffs' actual damages pursuant to Civil Code section
18 1794(c).

19 **THIRD CAUSE OF ACTION**

20 **BY PLAINTIFFS AGAINST DEFENDANT**

21 **VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2**

22 36. Plaintiffs incorporates by reference the allegations contained in the
23 paragraphs set forth above.

24 37. In violation of Civil Code section 1793.2(a)(3), Defendant failed to make
25 available to its authorized service and repair facilities sufficient service literature and/or
26 replacement parts to effect repairs during the express warranty period.

1 38. Plaintiffs has been damaged by Defendant's failure to comply with its
2 obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this cause
3 of action pursuant to Civil Code section 1794.

4 39. Defendant's failure to comply with its obligations under Civil Code section
5 1793.2(a)(3) was willful, in that Defendant knew of its legal obligations and intentionally
6 declined to follow them. Accordingly, Plaintiffs is entitled to a civil penalty of two times
7 Plaintiffs' actual damages, pursuant to Civil Code section 1794(c).

8 **FOURTH CAUSE OF ACTION**
9 **BY PLAINTIFFS AGAINST DEFENDANT**
10 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
11 **(CIV. CODE § 1791.1; § 1794)**

12 40. Plaintiffs incorporates by reference the allegations contained in the
13 paragraphs set forth above.

14 41. Pursuant to Civil Code section 1792, the sale of Subject Vehicle was
15 accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil
16 Code section 1791.1(c), the duration of the implied warranty is coextensive in duration
17 with the duration of the express written warranty provided by Defendant.

18 42. Due to the aforementioned defects, Subject Vehicle was not of the same
19 quality as those generally acceptable in the trade; did not pass without objection in the
20 trade; was not fit for the ordinary purposes for which such goods are used; was not
21 adequately contained, packaged, and labeled; and/or did not measure up to the promises
22 or facts stated on the container or label.

23 43. Plaintiffs was harmed by the breach of the implied warranty of
24 merchantability.

25 44. Defendant's failure to comply with its obligations under the implied
26 warranty was a substantial factor in causing Plaintiffs' harm. Thus, Plaintiffs brings this
27 cause of action pursuant to Civil Code section 1794.

28 ///

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FIFTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

45. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

46. Plaintiffs are a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss").

47. Defendant is a "supplier" and "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

48. The Subject Vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1)", 15 U.S.C. § 2301(3).

49. In addition to the express warranty, in connection with the sale of the Vehicle to Plaintiffs, an implied warranty of merchantability was created under applicable state law remedies.

50. Defendant violated the Mag-Moss Act when it breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace the Vehicle.

51. Plaintiff has provided Defendant with an opportunity to cure the breach of warranty and conform Subject Vehicle to the applicable warranty.

52. Plaintiffs have also met all of Plaintiffs' obligations and preconditions to bring this claim, or alternatively it would have been futile for Plaintiffs to do so.

53. In addition, Plaintiffs have met all of Plaintiffs' obligations for bringing this claim as provided in the written warranties, or alternatively, Defendant does not maintain an informal dispute resolution process for the purpose of resolving claims for breach of the implied warranty of merchantability, and does not maintain an informal dispute resolution process for resolving express warranty claims that complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.

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- e. For any consequential and incidental damages in an amount according to proof;
- f. For remedies authorized by California Commercial Code sections 2711, 2712, and/or 2713;
- g. For costs and expenses of the suit, and for Plaintiffs' reasonable attorneys' fees, pursuant to Civil Code section 1794(d) and 15 U.S.C. § 2310(d)(2);
- h. For prejudgment interest at the legal rate; and
- i. For such other equitable or legal relief as the Court may deem proper.

Dated: March 8, 2023

PRESTIGE LEGAL SOLUTIONS, P.C.

BY: /s/ Jeffrey L. Le Pere
 Michelle Yang, Esq.
 Jeffrey L. Le Pere, Esq.
 Attorneys for Plaintiffs.



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The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

[REDACTED]
(b) County of Residence of First Listed Plaintiff **CONTRA COSTA**
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
PRESTIGE LEGAL SOLUTIONS, P.C. Telephone: (310) 933-6626
Michelle Yang, Esq. (SBN 325467) Jeffrey L. Le Pere, Esq. (SBN 201787)
6420 Wilshire Blvd., Ste. 200, Los Angeles, CA 90048

NISSAN NORTH AMERICA, INC.
County of Residence of First Listed Defendant **DELAWARE**
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

	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)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract 195 Contract Product Liability 196 Franchise	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury -Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities-Employment 446 Amer. w/Disabilities-Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability PRISONER PETITIONS HABEAS CORPUS 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty OTHER 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-Conditions of Confinement	625 Drug Related Seizure of Property 21 USC § 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 835 Patent-Abbreviated New Drug Application 840 Trademark 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(e)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced & Corrupt Organizations 480 Consumer Credit 485 Telephone Consumer Protection Act 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 2301 et seq.
Brief description of cause:
Violation of the Magnuson-Moss Warranty Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. **DEMAND \$**
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/08/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Jeffrey L. Le Pere, Esq.

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no 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 Federal Rule of Civil Procedure 23.
- 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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

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