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

SHAWN ESPARZA, on behalf of
herself, and all others similarly situated,

Plaintiff,

v.

SMARTPAY LEASING, INC.

Defendant.

Case No.:

CLASS ACTION

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF
PURSUANT TO THE
TELEPHONE CONSUMER
PROTECTION ACT, 47 U.S.C. §§
227 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff Shawn Esparza (“Plaintiff”) brings this class action complaint
2 against Defendant Smartpay Leasing, Inc. (“Smartpay” “Defendant”) to stop
3 Defendant’s practice of sending unsolicited and promotional text messages to
4 telephones of consumers nationwide in violation of the Telephone Consumer
5 Protection Act, 46 U.S.C. § 227 (“TCPA”) and to obtain redress for all persons
6 injured by its conduct. Plaintiff alleges as follows upon personal knowledge as to
7 her own acts and experiences and, as to all other matters, upon information and
8 belief, including investigation conducted by her attorneys.

9 **NATURE OF THE ACTION**

10 1. Smartpay is a business that provides lease-to-own payment plans for
11 cellular equipment.

12 2. In attempt to gain business, Smartpay routinely contacts prospective
13 customers through mass text messaging, without their consent to be texted and
14 continues to text message those prospective customers even after he or she revokes
15 any consent for future contact from Smartpay.

16 3. The TCPA strictly forbids nuisance text messages exactly like those
17 alleged in this Complaint – intrusive text messages to Plaintiff’s private cellular
18 phone, without the prior express consent.

19 4. Smartpay’s violations caused Plaintiff and members of the class actual
20 harm, included aggravation, nuisance, and invasion of privacy that necessarily
21 accompanies the receipt of unsolicited text message, as well as the violation of her
22 statutory rights.

23 5. Plaintiff seeks an injunction stopping Smartpay from sending
24 unsolicited promotional text messages, as well as an award of statutory damages
25 under the TCPA and injunctive relief.

26 **JURISDICTION AND VENUE**

27 6. This Court has federal question subject matter jurisdiction under 28
28 U.S.C. § 1331, as the action arises under the Telephone Consumer Protection Act,

1 47 U.S.C. § 227 *et seq.*, a federal statute. *Mims v. Arrow Financial Services, LLC*,
2 132 S.Ct. 740, 751-53 (2012); *Brill v. Countrywide Home Loans, Inc.*, 427 F.3d
3 446 (7th Cir. 2005). Subject matter jurisdiction over this action is further
4 appropriate in this Court pursuant to 28 U.S.C. § 1332(d)(2), because (i) at least
5 one member of the putative Classes is a citizen of a state different than Defendant,
6 (ii) the amount in controversy exceeds \$5,000,000.00, exclusive of interest and
7 costs, and (iii) none of the exceptions under that subsection apply to this action.

8 7. The Court has personal jurisdiction over Defendant and venue is
9 proper in this District because Defendant has its principal place of business located
10 at 550 Kearny St Ste 320, San Francisco CA 94108 and transacts significant
11 amounts of business within this District.

12 **PARTIES**

13 8. Plaintiff Shawn Esparza is, and at all times mentioned was, a resident
14 of the State of Arizona. She is, and at all times mentioned herein, was a “person”
15 as defined by 47 U.S.C. § 153 (39).

16 9. Defendant Smartpay, is a Delaware Corporation, headquartered in San
17 Francisco, California and is a “person” as defined by 47 U.S.C. § 153 (39).

18 10. Plaintiff alleges that at all times relevant herein Smartpay conducted
19 business in the state of California, and within this District.

20 **THE TELEPHONE CONSUMERS PROTECTION ACT OF 1991 (“TCPA”)**

21 **47 U.S.C. §§ 227 *et seq.***

22 11. In 1991, Congress enacted the Telephone Consumer Protection Act,
23 47 U.S.C. § 227 (TCPA),¹ in response to a growing number of consumer
24 complaints regarding certain telemarketing practices.

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27 ¹ Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991),
28 codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of
1934, 47 U.S.C. §§ 201 *et seq.*

1 12. The TCPA regulates, among other things, the use of automated
2 telephone equipment, or “autodialers.” Specifically, the plain language of section
3 227(b)(1)(A)(iii) prohibits the use of autodialers to make any call to a wireless
4 number in the absence of an emergency or the prior express consent of the called
5 party.²

6 13. According to findings by the Federal Communication Commission
7 (“FCC”), the agency Congress vested with authority to issue regulations
8 implementing the TCPA, such calls are prohibited because, as Congress found,
9 automated or prerecorded telephone calls are a greater nuisance and invasion of
10 privacy than live solicitation calls, and such calls can be costly and inconvenient.
11 The FCC also recognized that wireless customers are charged for incoming calls
12 whether they pay in advance or after the minutes are used.³

13 14. Under the TCPA and pursuant to the FCC’s January 2008 Declaratory
14 Ruling⁴, the burden is on Defendant to demonstrate that Plaintiff provided express
15 consent within the meaning of the statute.

16 15. Further, as of October 16, 2013, express **written** consent is required to
17 make any such telemarketing calls.⁵ The express written consent must be signed
18 and be sufficient to show the consumer received clear and conspicuous disclosure
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23 ² 47 U.S.C. § 227(b)(1)(A)(iii).

24 ³ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG
Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (F.C.C. 2003) (“2003 TCPA Order”).

25 ⁴ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 23
26 F.C.C.R. 559, 2008 WL 65485 (F.C.C. Jan. 4, 2008) (“2008 FCC Order”).

27 ⁵ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Report
28 and Order, 27 F.C.C.R. 1830, 1837 ¶ 18, 1839 ¶ 20, 1858 ¶ 71 (F.C.C. Feb. 15, 2012) (“2012 FCC
Order”).

1 of the significance of providing consent and must further unambiguously agree to
2 receive future phone calls.⁶

3 16. On July 10, 2015 the FCC released a Declaratory Ruling wherein it
4 was confirmed that even if a consumer originally did provide “prior express
5 consent” that caller has a right to revoke consent, using any reasonable method,
6 including orally or in writing.⁷ However, even before the FCC Order that consent
7 to receive a text message could be revoked, the Mobile Marketing Association
8 declared in October 2012 in its *U.S. Consumer Best Practices for Messaging* that
9 “[a] subscriber must be able to stop participating and receiving messages from any
10 program by sending STOP to the short code used for that program...” and “... if
11 the subscriber sent STOP or STOP ALL to the short code, they are opted out of all
12 programs they were enrolled in on that short code.”

13 17. A text message is a call under the TCPA. *Satterfield v. Simon &*
14 *Schuster, Inc.*, 569 F.3d 946, 955 (9th Cir. 2009).

15 FACTUAL ALLEGATIONS

16 18. In an effort to increase business, Smartpay has sent thousands of text
17 messages to consumers nationwide.

18 19. In early 2016, Plaintiff received a cellular phone from Defendant.
19 However, a few months later, due to defective equipment, Plaintiff returned the
20 item and ceased any relationship with Defendant.

21 20. Plaintiff maintains no debt with Defendant and Defendant has never
22 contacted Plaintiff concerning any debt owed.

23 21. Plaintiff has never consented in writing, or otherwise, to receive text
24 messages from Defendant.

25 ⁶ 2012 FCC Order at 1844 ¶ 13; *see also Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 955
26 (9th Cir. 2009); *Gutierrez v. Barclays Grp.*, 2011 WL 579238, at *2 (S.D. Cal. Feb. 9, 2011).

27 ⁷ *In Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Report
28 and Order, 15-72 (FCC July 10, 2015) available at <https://www.fcc.gov/document/tcpa-omnibus-declaratory-ruling-and-order> (last visited on April 18, 2016)

1 22. Beginning around at least September 23, 2016, and despite a lack of
2 consent, Plaintiff began receiving unsolicited, promotional text messages from the
3 short code 97403, a number owned by Smartpay.

4 23. Specifically, the text message stated “Congrats. You’re pre-qualified
5 for a SmartPay lease up to \$1,100 for devices, accessories and more. Complete
6 approval here <http://getsp.co/s/bp9jp>.”

7 24. Plaintiff received the same text message the next month on October
8 23, 2016.

9 25. On November 2, 2016, Plaintiff replied to the text message from
10 Defendant with the work “Stop”.

11 26. One minute later on November 2, 2016, Defendant sent Plaintiff the
12 following non-confirmatory text message “SmartPay Everyday Leasing Alerts:
13 Help at 800-374-558 and smartpaylease.com/alerts. Msg&Data rates may apply. 4
14 msgs/month. Text STOP to cancel.”

15 27. Again, after receipt of Defendant’s text message, Plaintiff texted the
16 work “Stop”. However, instantaneously after Plaintiff texted the word “Stop”
17 Defendant sent the same message again “SmartPay Everyday Leasing Alerts: Help
18 at 800-374-558 and smartpaylease.com/alerts. Msg&Data rates may apply. 4
19 msgs/month. Text STOP to cancel.”

20 28. Thereafter, On November 22, 2016, Plaintiff received another text
21 message from Defendant stating “You’re pre-qualified for a SmartPay lease up to
22 \$1,100 for devices, accessories and more. Complete approval here
23 <http://getsp.co/s/bp9jp>.”

24 29. Plaintiff has since received at least one promotional text message per
25 month from Defendant.

26 30. These unsolicited and promotional text messages placed to Plaintiff’s
27 wireless telephone were placed via an “automatic telephone dialing system,”
28 (“ATDS”) as defined by 47 U.S.C. § 227 (a)(1), which had the capacity to produce

1 or store numbers randomly or sequentially, and to dial such numbers, to place text
2 message calls to Plaintiff's cellular telephone.

3 31. The telephone number that Defendant, or its agents, called was
4 assigned to a cellular telephone service for which Plaintiff incurred a charge for
5 incoming calls pursuant to 47 U.S.C. § 227 (b)(1).

6 32. These text messages constitute calls that were not for emergency
7 purposes as defined by 47 U.S.C. § 227(b)(1)(A)(i).

8 33. Plaintiff did not provide Defendant or its agents prior express consent
9 to receive unsolicited text messages pursuant to 47 U.S.C. § 227 (b)(1)(A) and/or
10 has revoked any alleged prior express consent.

11 34. These text messages by Defendant or its agents therefore violated 47
12 U.S.C. § 227(b)(1).

13 35. Under the TCPA and pursuant to the FCC's January 2008 Declaratory
14 Ruling, the burden is on Defendant to demonstrate that Plaintiff provided express
15 consent within the meaning of the statute.

16 **CLASS ACTION ALLEGATIONS**

17 36. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure
18 23(b)(2) and 23(b)(3) on behalf of herself and on behalf of and all others similarly
19 situated ("the Class").

20 37. Plaintiff represents, and is a member of the Class, consisting of all
21 persons within the United States who received any unsolicited, promotional text
22 message from Defendant or its agents on their cellular telephones through the use
23 of any automatic telephone dialing system as set forth in 47 U.S.C. §
24 227(b)(1)(A)(3), which text messages by Defendant or its agents were not made for
25 emergency purposes or with the recipients' prior express consent, within four years
26 prior to the filing of this Complaint through the date of final approval.

27 38. Defendant and its employees or agents are excluded from the Class.
28 Plaintiff does not know the number of members in the Class, but believes the Class

1 members number in the hundreds of thousands, if not more. Thus, this matter
2 should be certified as a Class action to assist in the expeditious litigation of this
3 matter.

4 39. Plaintiff and members of the Class were harmed by the acts of
5 Defendant in at least the following ways: Defendant, either directly or through its
6 agents, illegally contacted Plaintiff and the Class members via their cellular
7 telephones by using unsolicited promotional text messages, thereby causing
8 Plaintiff and the Class members to incur certain cellular telephone charges or
9 reduce cellular telephone time for which Plaintiff and the Class members
10 previously paid, and invading the privacy of said Plaintiff and the Class members.
11 Plaintiff and the Class members were damaged thereby.

12 40. This suit seeks only statutory damages and injunctive relief for on
13 behalf of the Class and it expressly is not intended to request any recovery for
14 personal injury and claims related thereto. Plaintiff reserves the right to expand the
15 Class definition to seek recovery on behalf of additional persons as warranted as
16 facts are learned in further investigation and discovery.

17 41. The joinder of the Class members is impractical and the disposition of
18 their claims in the Class action will provide substantial benefits both to the parties
19 and to the Court. The Class can be identified through Defendant's records or
20 Defendant's agents' records.

21 42. There is a well-defined community of interest in the questions of law
22 and fact involved affecting the parties to be represented. The questions of law and
23 fact to the Class predominate over questions which may affect individual Class
24 members, including the following:

25 43. Whether, within the four years prior to the filing of this Complaint
26 through the date of final approval, Defendant or its agents sent promotional text
27 messages without the recipients' prior express consent (other than a text message
28 made for emergency purposes or made with the prior express consent of the called

1 party) to a Class member using any automatic telephone dialing system, to any
2 telephone number assigned to a cellular telephone service;

3 44. Whether the equipment Defendant, or its agents, used to send the text
4 messages in question was an automatic telephone dialing system as contemplated
5 by the TCPA;

6 45. Whether Defendant, or its agents, systematically sent promotional text
7 messages to persons who did not previously provide Defendant with their prior
8 express consent to receive such text messages;

9 46. Whether Plaintiff and the Class members were damaged thereby, and
10 the extent of damages for such violation; and

11 47. Whether Defendant and its agents should be enjoined from engaging
12 in such conduct in the future.

13 48. As a person that received at least one unsolicited promotional text
14 message to her cell phone without Plaintiff's prior express contest, Plaintiff is
15 asserting claims that are typical of the Class. Plaintiff will fairly and adequately
16 represent and protect the interests of the Class in that Plaintiff has no interest
17 antagonistic to any member of the Class.

18 49. Plaintiff and the members of the Class have all suffered irreparable
19 harm as a result of the Defendant's unlawful and wrongful conduct. Absent a class
20 action, the Class will continue to face the potential for irreparable harm. In
21 addition, these violations of law will be allowed to proceed without remedy and
22 Defendant will likely continue such illegal conduct. Because of the size of the
23 individual Class member's claims, few, if any, Class members could afford to
24 individually seek legal redress for the wrongs complained of herein.

25 50. Plaintiff has retained counsel experienced in handling class action
26 claims and claims involving violations of the Telephone Consumer Protection Act.

27 51. A class action is a superior method for the fair and efficient
28 adjudication of this controversy because joinder of all parties is impracticable.

1 Class-wide damages are essential to induce Defendant to comply with federal law.
2 The interest of Class members in individually controlling the prosecution of
3 separate claims against Defendant is small because the maximum statutory
4 damages in an individual action for violation of privacy are minimal, especially
5 given the burden and expense of individual prosecution of the complex litigation
6 necessitated by Defendant's actions. Thus, it would be virtually impossible for the
7 individual members of the Class to obtain effective relief from Defendant's
8 misconduct. Even if members of the Class could sustain such individual litigation,
9 it would still not be preferable to a class action, because individual litigation would
10 increase the delay and expense to all parties due to the complex legal and factual
11 controversies presented in this Complaint. By contrast, a class action presents far
12 fewer management difficulties and provides the benefits of single adjudication,
13 economy of scale, and comprehensive supervision by a single Court. Economies of
14 time, effort and expense will be fostered and uniformity of decisions ensured.

15 52. Defendant has acted on grounds generally applicable to the Class,
16 thereby making appropriate final injunctive relief and corresponding declaratory
17 relief with respect to the Class as a whole.

18 COUNT 1

19 **NEGLIGENT VIOLATIONS OF THE TCPA**

20 **47 U.S.C. §§ 227 ET SEQ.**

21 53. Plaintiff incorporates by reference all of the above paragraphs of this
22 Complaint as though fully stated herein.

23 54. Each such text message was made using equipment that, upon
24 information and belief, had the capacity to store or produce telephone numbers to
25 be called, using a random or sequential number generator, and to dial such
26 numbers. By using such equipment, Defendant was able to effectively send
27 thousands of text messages simultaneously to lists of thousands of wireless phone
28 numbers of consumers without human intervention.

1 55. Defendant also sent text messages without the prior express consent of
2 the Plaintiff and other members of the Class to receive such text messages.

3 56. The foregoing acts and omissions of Defendant and its agents
4 constitute multiple negligent violations of the TCPA, including but not limited to
5 each and every one of the above-cited provisions of 47 U.S.C. § 227 *et seq.*

6 57. As a result of Defendant's, and Defendant's agents', negligent
7 violations of 47 U.S.C. § 227 *et seq.*, Plaintiff is entitled to an award of \$500.00 in
8 statutory damages, for each and every violation, pursuant to 47 U.S.C. §
9 227(b)(3)(B).

10 58. Plaintiff is also entitled to and seek injunctive relief prohibiting such
11 conduct in the future.

12 **COUNT 2**

13 **KNOWING AND/OR WILLFUL VIOLATIONS OF THE TCPA**

14 **47 U.S.C. §§ 227 *ET SEQ.***

15 59. Plaintiff incorporates by reference the above paragraphs 1 through 38
16 inclusive, of this Complaint as though fully stated herein.

17 60. Each such text message was made using equipment that, upon
18 information and belief, had the capacity to store or produce telephone numbers to
19 be called, using a random or sequential number generator, and to dial such
20 numbers. By using such equipment, Defendant was able to effectively sent
21 thousands of text messages simultaneously to lists of thousands of wireless phone
22 numbers of consumers without human intervention. These text messages were
23 made without the prior express consent of the Plaintiff to receive such text
24 messages.

25 61. The foregoing acts and omissions of Defendant constitutes multiple
26 knowing and/or willful violations of the TCPA, including but not limited to each
27 and every one of the above-cited provisions of 47 U.S.C. §§ 227 *et seq.*

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and the Proposed Class

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CIVIL COVER SHEET

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
SHAWN ESPARZA
(b) County of Residence of First Listed Plaintiff PINAL
(c) Attorneys (Firm Name, Address, and Telephone Number)
Law Offices of Ronald A. Marron (619) 696-9006
651 Arroyo Drive San Diego CA 92103

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

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER 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
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing
Brief description of cause: Telephone Consumer Protection Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: Yes No

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

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/13/2017 SIGNATURE OF ATTORNEY OF RECORD s/ Ronald A. Marron

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.