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

13 NATALIE FLORES, individually,
14 and on behalf of other members of
15 the general public similarly situated,

16 Plaintiff,

17 vs.

18 DIAMOND PERFECTION INC.
19 d/b/a AQUAFEEL SOLUTIONS,
20 AQUA FINANCE INC., and DOES
21 1-10 Inclusive,

22 Defendant.

Case No.

CLASS ACTION COMPLAINT

- 23 (1) Violation of California False
24 Advertising Act (Cal. Business &
25 Professions Code §§ 17500 *et seq.*),
- 26 (2) Violation of Unfair Business
27 Practices Act (Cal. Business &
28 Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

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

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendants
5 DIAMOND PERFECTION INC. d/b/a AQUAFEEL SOLUTIONS (“Aquafeel”)
6 and AQUA FINANCE INC. (“Aqua Finance,” and with Aquafeel, “Defendants”)
7 to stop Defendant’s practice of falsely advertising, selling, and financing water
8 filtration systems (“the Class Goods”) by misrepresenting the warranty of the
9 systems, the nature of the systems, and the actual terms of the financing
10 agreements, including that a lien would be placed on the purchasers property, and
11 to obtain redress for a California class of consumers (“Class Members”) who were
12 misled, within the applicable statute of limitations period, by Defendant.

13 2. Defendants advertised and represented to consumers that the Class
14 Goods would self-detect problems, would have a fixed 5.9% interest rate, and
15 would be subject to a warranty that would cover repairs should problems occur.

16 3. Plaintiff and others similarly situated received these representations
17 from Defendants’ sales people in the process of purchasing the Class Goods.

18 4. Defendant misrepresented and falsely advertised to Plaintiff and
19 others similarly situated the features and costs of the Class Goods.

20 5. Defendant’s misrepresentations to Plaintiff and others similarly
21 situated caused them to suffer harm by purchasing the Class Goods at a premium
22 and receiving goods that had financing and usability terms that significantly
23 differed from those represented.

24 6. Defendants took advantage of Plaintiff and similarly situated
25 consumers unfairly and unlawfully.

26 **JURISDICTION AND VENUE**

27 7. This class action is brought pursuant to Federal Rule of Civil
28

1 Procedure 23.

2 8. This matter is properly venued in the United States District Court for
3 the Eastern District of California, in that Defendants do business in the Eastern
4 District of California. A substantial portion of the events giving rise to Defendants'
5 liability took place in this district.

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

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

18 **THE PARTIES**

19 11. Plaintiff NATALIE FLORES is a citizen and resident of the State of
20 California, County of Kings.

21 12. Defendant DIAMOND PERFECTION INC. d/b/a AQUAFEEL
22 SOLUTIONS is a corporation that does business in California, including in KIngs
23 County, that is incorporated in North Carolina and has its headquarters in North
24 Carolina.

25 13. Defendant AQUA FINANCE INC. is a corporation that does business
26 in California, including in KIngs County, that is incorporated in Wisconsin and
27 has its headquarters in Wisconsin.

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1 Additionally, the sales manager indicated that the Class Goods came with a
2 warranty that would cover servicing of the product, would be at a flat 5.9% interest
3 rate. The sales manager also failed to disclose that the Class Goods would be
4 secured by a lien on Plaintiff's property as collateral.

5 20. Defendant AquaFeel's sales manager was making representations
6 concerning the Class Goods sold by Defendant AquaFeel and the financing on the
7 product as sold by Defendant AquaFinance.

8 21. Based on these representations and omissions, Plaintiff agreed to
9 purchase the Class Goods from Defendants. After purchase, Plaintiff learned that
10 Defendants' representations had been false. The system did not self-monitor and
11 Defendants failed to fix it pursuant to the warranty. Additionally, the financing
12 was 5.9% for only the first year, and 13.99% for each additional year. Finally, the
13 Class Goods were secured by a lien on Plaintiff's house which had not been
14 disclosed.

15 22. Plaintiff was significantly upset by Defendants' misrepresentations
16 which caused her significant harm as it has resulted in her incurring costs and
17 obligations associated with the Class Goods that had been misrepresented.

18 23. Plaintiff is obligated to pay in excess of \$8,000 from her purchase of
19 the Class Goods.

20 24. Such sales tactics employed on Defendants rely on falsities and have
21 a tendency to mislead and deceive a reasonable consumer.

22 25. Plaintiff is informed, believes, and thereupon alleges that such
23 representations were part of a common scheme to mislead consumers and
24 incentivize them to purchase Class Goods from Defendants, despite not being as
25 represented.

26 26. Plaintiff reasonably believed and relied upon Defendants'
27 representations.

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1 27. Plaintiff materially changed her position by agreeing to and paying
2 for the Class Goods based on Defendants' representations.

3 28. Plaintiff would not have purchased Class Goods from Defendants if
4 she knew that the above-referenced statements made by Defendants were false.

5 29. Had Defendants properly marketed, advertised, and represented the
6 financing and features of its Class Goods, Plaintiff would not have purchased the
7 Class Goods from Defendants.

8 30. Defendants benefited from falsely advertising and representing the
9 financing and features of its Class Goods. Defendants benefited on the loss to
10 Plaintiff and provided nothing of benefit to Plaintiff in exchange.

11 **CLASS ACTION ALLEGATIONS**

12 31. Plaintiff brings this action, on behalf of himself and all others
13 similarly situated, and thus, seeks class certification under Federal Rule of Civil
14 Procedure 23.

15 32. The class Plaintiff seeks to represent (the "Class") is defined as
16 follows:

17 All consumers in California, who, between the
18 applicable statute of limitations and the present,
 purchased Class Goods from Defendants.

19 33. As used herein, the term "Class Members" shall mean and refer to the
20 members of the Class described above.

21 34. Excluded from the Class are Defendants, its affiliates, employees,
22 agents, and attorneys, and the Court.

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

25 36. Upon information and belief, the proposed class is composed of
26 thousands of persons. The members of the class are so numerous that joinder of
27 all members would be unfeasible and impractical.
28

1 37. No violations alleged in this complaint are contingent on any
2 individualized interaction of any kind between class members and Defendants.

3 38. Rather, all claims in this matter arise from the identical, false,
4 affirmative written statements that Defendant would sell services to the Class
5 Members, when in fact, such representations were false.

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

- 9 (a) Whether Defendants engaged in unlawful, unfair, or deceptive
10 business practices in making representations and selling its
11 Class Goods to Plaintiff and other Class Members with no
12 intention of providing them;
- 13 (b) Whether Defendants made misrepresentations with respect to
14 the features of the Class Goods;
- 15 (c) Where Defendants made misrepresentations with respect to the
16 financing of the Class Goods;
- 17 (d) Whether Defendant profited from these representations;
- 18 (e) Whether Defendant violated California Bus. & Prof. Code §
19 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*
20 *seq.*;
- 21 (f) Whether Plaintiff and Class Members are entitled to equitable
22 and/or injunctive relief;
- 23 (g) Whether Defendants' unlawful, unfair, and/or deceptive
24 practices harmed Plaintiff and Class Members; and
- 25 (h) The method of calculation and extent of damages for Plaintiff
26 and Class Members.

27 40. Plaintiff is a member of the class she seeks to represent
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1 41. The claims of Plaintiff are not only typical of all class members, they
2 are identical.

3 42. All claims of Plaintiff and the Class are based on the exact same legal
4 theories.

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

6 44. Plaintiff is qualified to, and will, fairly and adequately protect the
7 interests of each Class Member, because Plaintiff was induced by Defendants’
8 representations during the Class Period. Defendants’ unlawful, unfair and/or
9 fraudulent actions concerns the same business practices described herein
10 irrespective of where they occurred or were experienced. Plaintiff’s claims are
11 typical of all Class Members as demonstrated herein.

12 45. Plaintiff will thoroughly and adequately protect the interests of the
13 class, having retained qualified and competent legal counsel to represent herself
14 and the Class.

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

17 **FIRST CAUSE OF ACTION**

18 **Violation of the California False Advertising Act**

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

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

21 48. Pursuant to California Business and Professions Code section 17500,
22 *et seq.*, it is unlawful to engage in advertising “which is untrue or misleading, and
23 which is known, or which by the exercise of reasonable care should be known, to
24 be untrue or misleading...or...to so make or disseminate or cause to be so made or
25 disseminated any such statement as part of a plan or scheme with the intent not to
26 sell that personal property or those services, professional or otherwise, so
27 advertised at the price stated therein, or as so advertised.”
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1 49. California Business and Professions Code section 17500, *et seq.*'s
2 prohibition against false advertising extends to the use of false or misleading
3 written statements.

4 50. Defendants misled consumers by making misrepresentations and
5 untrue statements about the features of the Class Goods, namely, Defendant made
6 consumers believe the Class Goods could self-diagnose and would be covered by
7 a warranty by Defendants. Additionally, Defendant made consumers believe that
8 the Class Goods would be available at a flat financing rate that would not change
9 and failed to disclose that the purchase was secured by a lien on the purchasers
10 property.

11 51. Defendants knew that their representations and omissions were untrue
12 and misleading, and deliberately made the aforementioned representations and
13 omissions in order to deceive reasonable consumers like Plaintiff and other Class
14 Members.

15 52. As a direct and proximate result of Defendants' misleading and false
16 representations, Plaintiff and the other Class Members have suffered injury in fact.
17 Plaintiff reasonably relied upon Defendants' representations regarding the features
18 and financing of the Class Goods. In reasonable reliance on Defendants' false
19 advertisements, Plaintiff and other Class Members agreed to purchase Class Goods
20 from Defendants, and received Class Goods that were materially different than
21 what was represented.

22 53. Plaintiff alleges that these false and misleading representations made
23 by Defendants constitute a "scheme with the intent not to sell that personal
24 property or those services, professional or otherwise, so advertised at the price
25 stated therein, or as so advertised."

26 54. Defendants advertised to Plaintiff and other putative class members,
27 through oral representations and omissions made by Defendants and their
28

1 employees.

2 55. Defendants knew that they would not provide Plaintiff and Class
3 Members with the features and financing of the Class Goods as represented.

4 56. Thus, Defendants knowingly lied to Plaintiff and other putative class
5 members in order to induce them to purchase services from Defendants.

6 57. The misleading and false advertising described herein presents a
7 continuing threat to Plaintiff and the Class Members in that Defendants persist and
8 continue to engage in these practices, and will not cease doing so unless and until
9 forced to do so by this Court. Defendants' conduct will continue to cause
10 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled
11 to preliminary and permanent injunctive relief ordering Defendant to cease their
12 false advertising, as well as disgorgement and restitution to Plaintiff and all Class
13 Members of Defendants' revenues associated with their false advertising, or such
14 portion of those revenues as the Court may find equitable.

15 **SECOND CAUSE OF ACTION**

16 **Violation of Unfair Business Practices Act**

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

18 58. Plaintiff incorporates by reference each allegation set forth above.

19 59. Actions for relief under the unfair competition law may be based on
20 any business act or practice that is within the broad definition of the UCL. Such
21 violations of the UCL occur as a result of unlawful, unfair or fraudulent business
22 acts and practices. A plaintiff is required to provide evidence of a causal
23 connection between a defendant's business practices and the alleged harm--that is,
24 evidence that the defendant's conduct caused or was likely to cause substantial
25 injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
26 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory
27 definition of unfair competition covers any single act of misconduct, as well as
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1 ongoing misconduct.

2 **UNFAIR**

3 60. California Business & Professions Code § 17200 prohibits any
4 “unfair ... business act or practice.” Defendants’ acts, omissions,
5 misrepresentations, and practices as alleged herein also constitute “unfair”
6 business acts and practices within the meaning of the UCL in that its conduct is
7 substantially injurious to consumers, offends public policy, and is immoral,
8 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs
9 any alleged benefits attributable to such conduct. There were reasonably available
10 alternatives to further Defendants’ legitimate business interests, other than the
11 conduct described herein. Plaintiff reserves the right to allege further conduct
12 which constitutes other unfair business acts or practices. Such conduct is ongoing
13 and continues to this date.

14 61. In order to satisfy the “unfair” prong of the UCL, a consumer must
15 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing
16 benefits to consumers or competition; and, (3) is not one that consumers
17 themselves could reasonably have avoided.

18 62. Here, Defendants’ conduct has caused and continues to cause
19 substantial injury to Plaintiff and members of the Class. Plaintiff and members of
20 the Class have suffered injury in fact due to Defendants’ decision to mislead
21 consumers. Thus, Defendants’ conduct has caused substantial injury to Plaintiff
22 and the members of the Class.

23 63. Moreover, Defendants’ conduct as alleged herein solely benefits
24 Defendants while providing no benefit of any kind to any consumer. Such
25 deception utilized by Defendants convinced Plaintiff and members of the Class
26 that they would obtain Class Goods with the features and financing represented,
27 in order to induce them to purchase Class Goods from Defendants. In fact,
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1 Defendants knew that they had no intention of providing the advertised prices and
2 thus unfairly profited. Thus, the injury suffered by Plaintiff and the members of
3 the Class are not outweighed by any countervailing benefits to consumers.

4 64. Finally, the injury suffered by Plaintiff and members of the Class is
5 not an injury that these consumers could reasonably have avoided. After
6 Defendants falsely represented the features and financing of the Class Goods,
7 consumers changed their position by purchasing the Class Goods and having them
8 installed with different and worse features and financing, thus causing them to
9 suffer injury in fact. Defendants failed to take reasonable steps to inform Plaintiff
10 and Class members that the representations were false. As such, Defendants took
11 advantage of Defendants' position of perceived power in order to deceive Plaintiff
12 and the Class. Therefore, the injury suffered by Plaintiff and members of the Class
13 is not an injury which these consumers could reasonably have avoided.

14 65. Thus, Defendants' conduct has violated the "unfair" prong of
15 California Business & Professions Code § 17200.

16 **FRAUDULENT**

17 66. California Business & Professions Code § 17200 prohibits any
18 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"
19 prong of the UCL, a consumer must allege that the fraudulent business practice
20 was likely to deceive members of the public.

21 67. The test for "fraud" as contemplated by California Business and
22 Professions Code § 17200 is whether the public is likely to be deceived. Unlike
23 common law fraud, a § 17200 violation can be established even if no one was
24 actually deceived, relied upon the fraudulent practice, or sustained any damage.

25 68. Here, not only were Plaintiff and the Class members likely to be
26 deceived, but these consumers were actually deceived by Defendants. Such
27 deception is evidenced by the fact that Defendants did not provide Plaintiff with
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1 Class Goods with the features and financing represented. Plaintiff's reliance upon
2 Defendants' deceptive statements is reasonable due to the unequal bargaining
3 powers of Defendants against Plaintiff. For the same reason, it is likely that
4 Defendants' fraudulent business practice would deceive other members of the
5 public.

6 69. As explained above, Defendants deceived Plaintiff and other Class
7 Members by misrepresenting the features and financing of the Class Goods.

8 70. Thus, Defendant's conduct has violated the "fraudulent" prong of
9 California Business & Professions Code § 17200.

10 **UNLAWFUL**

11 71. California Business and Professions Code Section 17200, *et seq.*
12 prohibits "any unlawful...business act or practice."

13 72. As explained above, Defendants deceived Plaintiff and other Class
14 Members by falsely representing the features and financing of the Class Goods.

15 73. Defendant used false advertising, marketing, and misrepresentations
16 to induce Plaintiff and Class Members to call Defendants, in violation of
17 California Business and Professions Code Section 17500, *et seq.* Had Defendant
18 not falsely advertised, marketed or misrepresented the prices of its services,
19 Plaintiff and Class Members would not have purchased Class Goods from
20 Defendants. Defendants' conduct therefore caused and continues to cause
21 economic harm to Plaintiff and Class Members.

22 74. These representations by Defendant are therefore an "unlawful"
23 business practice or act under Business and Professions Code Section 17200 *et*
24 *seq.*

25 75. Defendants have thus engaged in unlawful, unfair, and fraudulent
26 business acts entitling Plaintiff and Class Members to judgment and equitable
27 relief against Defendant, as set forth in the Prayer for Relief. Additionally,
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1 pursuant to Business and Professions Code section 17203, Plaintiff and Class
2 Members seek an order requiring Defendants to immediately cease such acts of
3 unlawful, unfair, and fraudulent business practices and requiring Defendants to
4 correct its actions.

5 **MISCELLANEOUS**

6 76. Plaintiff and Class Members allege that they have fully complied with
7 all contractual and other legal obligations and fully complied with all conditions
8 precedent to bringing this action or all such obligations or conditions are excused.

9 **REQUEST FOR JURY TRIAL**

10 77. Plaintiff requests a trial by jury as to all claims so triable.

11 **PRAAYER FOR RELIEF**

12 78. Plaintiff, on behalf of herself and the Class, requests the following
13 relief:

- 14 (a) An order certifying the Class and appointing Plaintiff as
15 Representative of the Class;
- 16 (b) An order certifying the undersigned counsel as Class Counsel;
- 17 (c) An order requiring Defendant, at its own cost, to notify all
18 Class Members of the unlawful and deceptive conduct herein;
- 19 (d) An order requiring Defendants to engage in corrective
20 advertising regarding the conduct discussed above;
- 21 (e) Actual damages suffered by Plaintiff and Class Members from
22 Defendants selling Class Goods under false pretenses;
- 23 (f) Punitive damages, as allowable, in an amount determined by
24 the Court or jury;
- 25 (g) Any and all statutory enhanced damages;
- 26 (h) All reasonable and necessary attorneys' fees and costs provided
27 by statute, common law or the Court's inherent power;
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- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: September 25, 2018 Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

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

CIVIL COVER SHEET

Case 1:18-cv-01315-LJO-EPG Document 1-1 Filed 09/25/18 Page 1 of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NATALIE FLORES, individually, and on behalf of other members of the general public similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Offices of Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367; (877) 206-4741

DEFENDANTS

DIAMOND PERFECTION INC. d/b/a AQUAFEEL SOLUTIONS, AQUA FINANCE INC., and DOES 1-10 Inclusive,

County of Residence of First Listed Defendant (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)

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, 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 (Do not cite jurisdictional statutes unless diversity): Cal. Business & Professions Code 17500, et seq. and Cal. Business & Professions Code 17200, et seq. Brief description of cause: Violation of California False Advertising Act and Violation of Unfair Business Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/25/2018 SIGNATURE OF ATTORNEY OF RECORD s/Todd M. Friedman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 1:18-cv-01315-LJO-EPG Document 1-1 Filed 09/25/18 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Aquafeel Solutions Hit with Class Action Over Alleged 'Misrepresentation' of Water Filtration Systems](#)
