

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MARC SCHULTZ, on behalf of himself)	
and all others similarly situated,)	
)	
Plaintiff,)	Civil Action No.
v.)	
)	COMPLAINT –
)	CLASS ACTION
)	
EMORY UNIVERSITY,)	AND DEMAND FOR JURY
)	TRIAL
Defendant.)	

Plaintiff Marc Schultz (“Plaintiff”) brings this action on behalf of himself and all others similarly situated against Defendant Emory University (“Emory” or “Defendant”), and complains and alleges upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by his attorneys, and says:

I. NATURE OF THE CASE

1. This is a class action brought on behalf of all people who paid tuition and fees for in-person undergraduate or graduate programs for the Spring 2020 academic semester at Emory, and who have been unable to receive the benefit of the education for which they paid, and/or the services for which their fees were paid,

due to Defendant's response to the Novel Coronavirus Disease 2019 ("COVID-19") pandemic.

2. While the effects of the COVID-19 crisis are shared by all individuals and institutions across the country, Defendant has failed to apportion the burden in an equitable manner or consistent with its obligations as an educational institution. Defendant has retained all tuition, fees, and related payments for the Spring 2020 semester, however, all or substantially all classes have been exclusively held online since on or about March 23, 2020.

3. As a result of the closure of Defendant's facilities, Plaintiff has not received the educational services, access to facilities, and/or related opportunities for which Plaintiff and the putative class contracted and paid. Defendant has nonetheless retained the full tuition, fees and other payments made by Plaintiff and the putative class.

4. Prior to the Spring 2020 semester, Defendant offered online education and typically charged far less for such services as compared to in-person instruction. This is due to the inability of online classes to replicate the full academic opportunities and experiences of in-person instruction. Remote learning options cannot replace the comprehensive educational experience promised by Defendant. Access to facilities, materials, and faculty, and the opportunity for on campus living,

school events, collaborative learning, dialogue, feedback and critique are essential to the in-person educational experience. Plaintiff and the putative class contracted and paid for the full experience of academic life on Defendant's campus and remote online learning cannot provide the same value as in-person education.

5. As a result, Defendant has financially damaged Plaintiff and the putative class members. Plaintiff brings this suit because Plaintiff and the class members did not receive the full value of the services for which they paid. They have lost the benefit of their bargain and/or suffered out-of-pocket loss and are entitled to recover compensatory damages, trebling where permitted, and attorneys' fees and costs.

6. Defendant is not entitled, by either contract or equitable principles, to pass the entire cost of its COVID-19 related closure to its students and their families. Plaintiff and the putative class are entitled to a partial refund of the tuition, fees, and other related payments for in-person educational services, access to facilities, and/or related opportunities that Defendant did not provide.

7. Plaintiff seeks, for himself and the putative class members, a return of a prorated portion of the tuition, fees and other related costs, proportionate to the diminished value of online classes and the amount of time in the Spring 2020

semester when Defendant ceased in-person classes, campus services and access to campus facilities.

II. JURISDICTION AND VENUE

8. The Court has original jurisdiction of this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because at least one member of the Class, as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds five million dollars (\$5,000,000.00), exclusive of interest and costs.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is headquartered in this district.

10. The Court has personal jurisdiction over Defendant because Defendant is headquartered in this district, because many of the acts and transactions giving rise to this action occurred in this district, and because Defendant conducts substantial business in this district.

III. PARTIES

11. Plaintiff Marc Schultz is a citizen and resident of the State of New York. Plaintiff's child was enrolled as a full-time student for the Spring 2020 academic semester at Defendant Emory University. Plaintiff paid approximately

\$32,000 in tuition and fees to Defendant for the Spring 2020 semester, on behalf of his child.

12. Defendant Emory University is a private educational institution that offers undergraduate and graduate programs across twelve schools and colleges. Founded in 1836, Defendant maintains campuses in several locations around the Atlanta metropolitan area. Approximately 15,451 students were enrolled to attend the school's graduate and undergraduate programs for the Fall 2019 term. As of August 31, 2019, Defendant reportedly had an endowment of \$7.94 billion.¹

13. Upon information and belief, Defendant is eligible to receive federal stimulus funding under the CARES Act, which provides for approximately \$14 billion for colleges and universities based on enrollment numbers in order to mitigate the financial impact of the COVID-19 crisis on both institutions and students.

IV. FACTUAL ALLEGATIONS

A. Closure of Campus and Suspension of In-Person Education

14. Plaintiff and Class members are individuals who paid the cost of tuition, mandatory fees and other related costs, for themselves or on behalf of another individual, to attend undergraduate or graduate programs during the Spring 2020

¹ <http://www.emory.edu/home/about/factsfigures/index.html>

semester at Defendant.

15. Plaintiff and Class members entered into a contract with Defendant whereby they would pay tuition, fees and other related costs and Defendant would provide in-person instruction and access to physical resources and school facilities such as libraries, laboratories, and classrooms.

16. Approximate tuition costs and fees charged by Emory University for undergraduate students to attend the 2019-2020 academic year totaled \$72,604, broken down as follows:

- Tuition: \$53,070
- Fees: \$734
- Books: \$1,224
- Housing: \$8,638
- Food: \$6,334

Emory University, “Cost of Attendance,” at <http://studentfinancials.emory.edu/cost-attendance.aspx>.

17. Emory University also has seven graduate and professional schools including the Goizueta Business School, Laney Graduate School, School of Law, School of Medicine, Nell Hodgson Woodruff School of Nursing, Rollins School of Public Health, and Candler School of Theology. Upon information and belief, these

graduate schools charge a range of tuition and fees from approximately \$18,000 to \$40,000 per semester.

18. Upon information and belief, prior to the Spring 2020 semester Emory University offered online courses that cost far less than attending in-person classes on Defendant's campuses.

19. On March 11, 2020, Defendant extended spring break in order to transition to remote learning on March 23, 2020. Defendant also directed that all students "residing in Emory residential facilities should collect belongings and move out of their spaces between now and Sunday, March 22 at 5:00 p.m." Defendant also suspended residential learning for the remainder of the semester and recommended the cancellation of all non-essential gatherings. Emory University, "Emory extends spring break, will transition to remote learning March 23," at https://news.emory.edu/stories/2020/03/coronavirus_remote_learning/campus.html (June 17, 2020).

20. Subsequently, on or about March 23, 2020, Defendant closed all campus buildings and moved all or substantially all classes online, asking students not to return to campus for the remainder of the Spring 2020 semester.

21. While this step to close campus and end in-person classes was necessitated by circumstances, it effectively breached or terminated the contract

Emory had with each and every student and tuition provider, who paid for the opportunity to participate fully in the academic life on the Emory campuses.

22. Classes that continued were only offered in an online format, with no in-person instruction. Even classes for students with concentrations in areas where in-person instruction is especially crucial (such as music, theatre, and the sciences) only had access to online education options.

23. As a result of the closure of Defendant's campuses and facilities, Defendant has failed to deliver the educational services, facilities, access and/or opportunities for which Plaintiff and the putative class contracted and paid.

24. Defendant maintains that its contract with students and tuition providers remains in full effect and that it is continuing to uphold its side of the agreement. Defendant refuses to refund tuition and related expenses, purportedly based on its provision of online classes.

25. In so doing, Defendant is attempting to replace the irreplaceable – on-campus life at an elite university – with “virtual learning” via online classes, and is attempting to pass off this substitute educational experience as the same as or just as good as full participation in the university's academic life.

26. Plaintiff and members of the Class did not choose to attend and/or provide tuition for an online institution of higher learning, but instead chose to attend

Defendant's institution and enroll on an in-person basis.

B. Inferiority of Online Educational Experience

27. At least one academic study found that “[o]nline courses do less to promote academic success than do in person courses.” The study found that:

- a) Taking a course online reduced student achievement in that course by .44 points on the traditional four-point grading scale, a full one-third of a standard deviation;
- b) Specifically, students taking the in-person course earned roughly a B- (2.8 GPA) versus a C (2.4 GPA) for students taking an online version of the same course;
- c) Taking a course online also reduces future grades by 0.42 points for courses taken in the same subject area in the following semester;
- d) Taking an online course reduced the probability of the student remaining enrolled in the university a year later by over ten percentage points.

Eric P. Bettinger *et al.*, *Virtual Classrooms: How Online College Courses Affect Student Success*, AMERICAN ECONOMIC REVIEW, Vol. 107, No. 9, p. 2857.

28. Defendant touts the value of its campus life, proclaiming “[w]e believe engagement in the residential experience contributes powerfully to the completeness of a liberal arts education resulting also in an affinity for the institution, a heightened value for the community, and a thirst for lifelong learning.” Emory University, “Campus Life Vision and Mission,” at <http://campuslife.emory.edu/about/> (June 17, 2020).

29. Emory also describes the “vision statement” for its campus life as “a community recognized internationally for advancing education into action and delivering world-class programs and services.”

30. Defendant also promotes its research capabilities, which were significantly curtailed by lack of access to laboratories, libraries and in-person access to faculty, saying, “Emory is one of the nation’s leading research universities, building on an uncommon combination of **campus-based resources** and global partnerships.” Emory University, “Research,” at <https://www.emory.edu/home/research/> (June 17, 2020).

31. Similarly, Defendant states that its libraries rank “among the top 20 Association of Research Libraries (ARL) in North America” and that the libraries are “the intellectual commons for Emory University.” Emory University, “Woodruff Library Building,” at <https://libraries.emory.edu/maps/woodruff-library->

[building/index.html](#) (June 17, 2020). Emory also describes its Robert W. Woodruff Library as a space that “brings together technology specialists and librarians in one facility to provide a range of services, such as collections, study space, research help, etc., to support the academic mission of Emory University.” Emory University, “Robert W. Woodruff Library,” at <https://libraries.emory.edu/woodruff/index.html> (June 17, 2020).

32. Defendant claims on-campus living is an important part of students’ learning experience, stating “[w]e intentionally provide diverse living-learning campus environments designed to promote sustainable, compassionate personal growth and development through collaboration among students, faculty, staff, and the community.” Emory University, “Offices of Residence Life and Housing Operations, About Us,” at <https://housing.emory.edu/about/index.html> (June 17, 2020).

33. The move to online only classes also deprived students of the opportunity to enjoy a wide variety of academic and student events, on-campus entertainment, and athletic programs.

34. The online learning options Defendant offered for the Spring 2020 semester, though consistent with safety measures, cannot provide the academic and collegiate experience Defendant itself extolls as its signatures.

C. Lower Tuition for Online Education

35. For all the reasons Defendant highlights, in-person education is worth more than online education.

36. Accordingly, the tuition and fees for in-person instruction at Emory are higher than tuition and fees for its own online classes and for other online institutions because such costs cover not just the academic instruction, but encompass an entirely different experience which includes but is not limited to:

- a) Face to face interaction with professors, mentors, and peers;
- b) Access to facilities such as libraries, laboratories, computer labs, and study rooms;
- c) Student governance and student unions;
- d) Extra-curricular activities, groups, intramural sports, etc.;
- e) Student art, cultures, and other activities;
- f) Social development and independence;
- g) Hands on learning and experimentation;
- h) Networking and mentorship opportunities.

37. The fact that Emory students paid a higher price for an in-person education than they would have paid for an online education is illustrated by the vast price difference in Emory's in-person, on-campus programs versus Emory's own

online learning program.

38. For example, upon information and belief, Emory's cost per credit hour for in-person, on-campus classes was approximately \$2,032, while Emory charges \$1,327 per credit hour for online courses.

D. Damages

39. Through this lawsuit Plaintiff seeks, for himself and Class members, Defendant's disgorgement of the pro-rated portion of tuition and fees, proportionate to the amount of time that remained in the Spring Semester 2020 when classes moved online and campus services ceased being provided, accounting for the diminished value of online learning. Plaintiff seeks return of these amounts on behalf of himself and the Class as defined below.

V. CLASS ACTION ALLEGATIONS

40. Plaintiff seeks to represent a class defined as:

All persons who paid Emory University Spring 2020 semester tuition, fees, and/or room and board for in-person educational services and use of campus facilities that Emory University did not provide, and whose tuition and fees have not been refunded (the "Class").

Specifically excluded from the Class are Defendant, Defendant's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and

their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

41. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint.

42. **Numerosity.** The members of the Class are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff reasonably estimates that there are thousands of members in the Class. Although the precise number of Class members is unknown to Plaintiff at this time, the true number of Class members is known by Defendant and may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant and third-party retailers and vendors.

43. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- a) whether Defendant accepted money from Class members in exchange

for the promise to provide services;

- b) whether Defendant has provided the services for which Class members contracted;
- c) whether Class members are entitled to a refund for that portion of the tuition and fees that was contracted for services that Defendant did not provide;
- d) whether Defendant is liable to Plaintiff and the Class for unjust enrichment.

44. **Typicality.** Plaintiff's claims are typical of the claims of the other members of the Class in that, among other things, all Class members were similarly situated and were comparably injured through Defendant's wrongful conduct as set forth herein. Further, there are no defenses available to Defendant that are unique to Plaintiff.

45. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Class. Furthermore, Plaintiff has no interests that are antagonistic to those of the Class.

46. **Superiority.** A class action is superior to all other available means for

the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the Class on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

47. In the alternative, the Class may also be certified because:
 - a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the Defendant; and/or
 - b) the prosecution of separate actions by individual Class members would

create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

- c) Defendant has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

COUNT I
Breach of Contract

48. Plaintiff restates, realleges and incorporates by reference the allegations contained in all preceding paragraphs of this complain as if fully set forth herein.

49. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendant.

50. Through the admission agreement and payment of tuition and fees, Plaintiff and each member of the Class entered into a binding contract with Defendant.

51. As part of the contract, and in exchange for the aforementioned consideration, Defendant promised to provide in-person education services,

including in-person instruction and access to on-campus resources, for the full duration of the Spring 2020 semester.

52. Plaintiff and Class members fulfilled their end of the bargain when they paid monies due for Spring 2020 semester tuition, fees and related expenses.

53. Defendant has failed to provide the contracted for services and has otherwise not performed under the contract as set forth above but has retained monies paid by Plaintiff and the Class for their Spring 2020 semester tuition, fees and related expenses.

54. Plaintiff and members of the Class have suffered damage as a direct and proximate result of Defendant's breach, including but not limited to deprivation of the education, experience, and services that they were promised and for which they have already paid.

55. As a direct and proximate result of Defendant's breach, Plaintiff and the Class are entitled to damages, to be decided by the trier of fact in this action, to include but not be limited to reimbursement of certain tuition, fees, and other expenses that were collected by Defendant for services that Defendant has failed to deliver.

COUNT II
Unjust Enrichment

56. Plaintiff restates, realleges and incorporates by reference the allegations contained in all preceding paragraphs of this complain as if fully set forth herein.

57. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendant, and in the alternative to Count I.

58. Plaintiff and members of the Class conferred a benefit on Defendant in the form of monies paid for Spring 2020 semester tuition, fees and related expenses in exchange for certain service and promises. Tuition for the Spring 2020 semester was intended to cover in-person educational services from January through May 2020.

59. Defendant voluntarily accepted and retained this benefit by accepting payment.

60. Defendant has retained this benefit, even though it ceased providing the full education, experience, and services for which the tuition and fees were collected.

61. The online education services Defendant substituted for the in-person education for which Plaintiff and class members paid has a substantially lesser value, but Defendant has nonetheless retained full payment.

62. It would be unjust and inequitable for Defendant to retain benefits in

excess of the services it provided, and Defendant should be required to disgorge any tuition, fees and related expenses that exceed the value of online education.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant as follows:

A. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;

B. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;

C. For actual and compensatory damages in amounts to be determined by the Court and/or jury;

D. For prejudgment interest on all amounts awarded;

E. For an order of restitution and all other forms of equitable monetary relief;

F. For injunctive relief as pleaded or as the Court may deem proper; and

G. For an order awarding Plaintiff and the Class reasonable attorneys' fees and expenses and costs of suit; and

H. All other relief to which Plaintiff and members of the Class may be

entitled by law or in equity.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: June 24, 2020

By: /s/ Jeffrey B. Sand

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CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Marc Shultz, on behalf of himself and all others similarly situated

DEFENDANT(S)

Emory University

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

(EXCEPT IN U.S. PLAINTIFF CASES)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

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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) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. 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 District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. Section 1332(d). Class action for breach of contract and unjust enrichment

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex.
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence.
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 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
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI-TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Jeffrey B. Sand

June 24, 2020

SIGNATURE OF ATTORNEY OF RECORD

DATE