

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Case No.:

EMILY CARPEY and STUART
CARPEY, individually and on behalf
of all others similarly situated,

Plaintiff,

-against-

UNIVERSITY OF COLORADO,
BOULDER, through its Board, THE
BOARD OF REGENTS OF THE
UNIVERSITY OF COLORADO, a
body corporate,

Defendants.

CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

1. Plaintiffs Emily Carpey and Stuart Carpey (hereinafter “Plaintiffs”), individually and on behalf of all others similarly situated (“the Putative Class”), bring this class action lawsuit against University of Colorado, Boulder (“Defendant”) seeking a refund of certain tuition fees and other costs paid to Defendant for the 2020 Spring Semester.
2. Specifically, as set forth more fully below, Plaintiffs and the Putative Class members contracted with Defendant for certain services, and paid for those services in the form of tuition and other fees. As a result of the closure of Defendant’s facility, Defendant has not delivered the services that the Putative Class contracted and paid for.

3. As a result, the Putative Class is entitled to a refund on all tuition and fees for which Defendant has been unable to provide the contracted for services, facilities, access and/or opportunities.
4. Plaintiffs are not suing to recover monies paid by taxes to the University; rather, Plaintiffs file suit against the Board of Regents of The University of Colorado, a corporate body that may be sued, for specific disgorgement of fees and monies paid by students and their parents, guardians, and families for services not received.

II. PARTIES

5. The University of Colorado Boulder is part of the University of Colorado system, with its principal administrative offices in Denver, Colorado. The University of Colorado Boulder is authorized, supervised and funded by the State of Colorado pursuant to the Colorado Constitution and Title 23, Article 20 of the Colorado Revised Statutes.
6. The Board of Regents is the governing body of the University of Colorado Boulder. Upon information and belief, it is composed of nine members and charged with the general supervision of the university and the exclusive control and direction of all funds of and appropriations to the university, unless otherwise provided by law.
7. Plaintiff Emily Carpey is an individual and a resident and citizen of the state of Pennsylvania.
8. Plaintiff Stuart Carpey is an individual and a resident and citizen of the state of Pennsylvania.

III. JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to the Class Action fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one class member is of diverse

citizenship from one Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

10. This Court has personal jurisdiction over Defendant because Defendant is domiciled in Colorado and conducts business in Colorado.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendant is a corporate body domiciled and doing business in this district.

IV. FACTS

12. Plaintiff Emily Carpey is enrolled as a full time student for the spring 2020 academic semester at Defendant's institution.

13. Plaintiff Stuart Carpey is Emily Carpey's father, who paid all or a portion of Emily Carpey's tuition and other fees for the spring semester.

14. Emily Carpey (with financial assistance from Stuart Carpey) is paying full price and out of pocket for all tuition and fees, and is not a recipient of any scholarships or other financial discounts from the Defendant.

15. As a precondition for enrollment, Plaintiffs were required to and did pay tuition, as did all members of the proposed Class.

16. There are hundreds, if not thousands, of institutions of higher learning in this country.

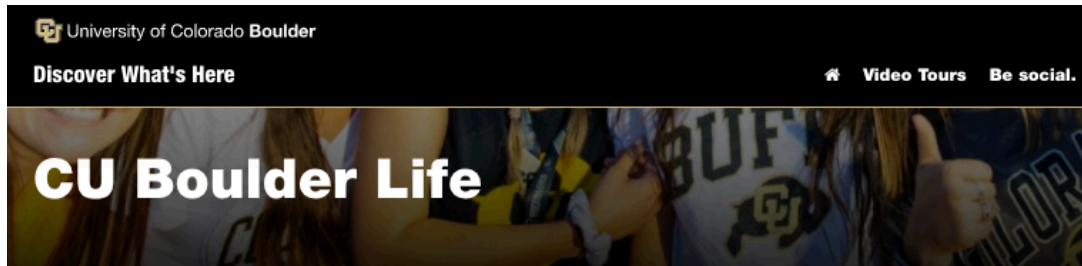
17. Many institutions of higher learning provide curriculum and instruction that is offered on a remote basis through online learning which do not provide for physical attendance by the students.

18. Defendant's institution offers in person, hands on curriculum.

19. Plaintiffs and members of the Proposed Class did not choose to attend another institution

of higher learning, but instead chose to attend Defendant's institution and enroll on an in-person basis.

20. Defendant markets the on campus experience as a benefit of enrollment:



Becoming a Buff doesn't just mean you are going to receive a world-class education—it means you are joining a community of talented, dedicated and inspiring individuals that will help define your college years and support you throughout the rest of your life.

We help students succeed both inside and outside of the classroom. From having a wide variety of food options conveniently on campus, to meeting new friends and getting involved in student groups and events, to accessing health and wellness services, we're here to support you.

21. The tuition for in person instruction at Defendant's institution cover not just the academic instruction, but encompass an entirely different experience which includes but is not limited to:

- i. Face to face interaction with professors, mentors, and peers;
- ii. Access to facilities such as computer labs, study rooms, laboratories, libraries, etc;
- iii. Student governance and student unions;
- iv. Extra-curricular activities, groups, intramurals, etc;
- v. Student art, cultures, and other activities;
- vi. Social development and independence;
- vii. Hands on learning and experimentation; and
- viii. Networking and mentorship opportunities.

22. As a further precondition to enrollment, Plaintiffs were required to and did pay additional mandatory fees in addition to tuition, as did all members of the proposed Class.

23. These mandatory fees include but are not necessarily limited to the following:

- i. Arts and Cultural Enrichment Fee
- ii. Athletic Fee
- iii. Career Services Fee
- iv. Mental Health Resource Fee
- v. Student Activity Fee
- vi. Student Bus & Bike Program Fee
- vii. Student Computing Fee
- viii. Student Health Fee
- ix. Student Information System Fee

24. Each of these additional fees was a required charge to cover the costs of opportunities and services that can only be made available to students while the students are physically present on campus. For example, attendance to athletic events, access to the wellness center and student center, access to mental health counseling, etc.

25. In addition to the tuition and mandatory fees, upon information and belief, Defendant charges optional fees for other activities and services that can only benefit students while students are on campus. Examples include but are not limited to room and board, parking fees, intramural and extra-curricular fees, etc.

26. As a result of the COVID-19 pandemic, Defendant has suspended all in person on-campus activities.

27. As a result of moving all classes to an online, remote access format, Defendant has

effectively barred students from entering campus for the remainder of the spring semester.

28. Although Defendant is still offering some level of academic instruction via online classes, Plaintiffs and members of the proposed Class have been and will be deprived of the benefits of on campus learning as set forth more fully above.
29. Moreover, the value of any degree issued on the basis of online or pass/fail classes will be diminished for the rest of Plaintiff's life.
30. Defendant has announced that it will offer pro-rated refunds or credits for room and board fees. However, Defendant has specifically refused to refund or credit any portion of tuition, or any of the fees set forth above.
31. Plaintiffs and members of the proposed Class have been and will be deprived of utilizing services for which they have already paid, such as access to campus facilities, and other opportunities.

V. CLASS ACTION ALLEGATION

32. Plaintiff brings this action on behalf of herself and as a class action, pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure on behalf of the following Class:

The Tuition Class:

All people who paid tuition for or on behalf of students enrolled at the University of Colorado Boulder for the Spring 2020 semester who were denied live in-person instruction and forced to use online distance learning platforms for the last quarter of the 2019-2020 academic year.

The Fee Class:

All people who paid fees for or on behalf of students enrolled in classes at the University of Colorado Boulder for the Spring 2020 semester.

33. Excluded from the Classes are The Board of Regents of the University of Colorado and any of their respective members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; and the judicial officers, and their immediate family members, and Court staff assigned to this case. Plaintiffs reserve the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

34. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

35. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

a. Numerosity: F. R. Civ. P. 23(a)(1)

36. The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Plaintiff is informed and believes there are thousands of members of the Class, the precise number being unknown to Plaintiff, but such number being ascertainable from Defendant's records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, and/or published notice.

b. Commonality and Predominance: Fed. R. Civ. P. 23(a)(2)

37. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- i. Whether Defendant accepted money from the putative Class members in exchange for the promise to provide services;

- ii. Whether Defendant has provided the services for which the putative Class members contracted; and
- iii. Whether the putative Class members are entitled to a refund for that portion of the tuition and fees that was contracted for services that Defendant has not provided.

c. Typicality: Fed. R. Civ. P. 23(a)(3)

38. Plaintiff's claim is typical of the other Class member's claims because, among other things, all Class members were similarly situated and were comparably injured through Defendant's wrongful conduct as set forth herein.

d. Adequacy: F. R. Civ. P. 23(a)(4)

39. Plaintiff is an adequate Class representative because her interests do not conflict with the interests of other members of the class she seeks to represent. Plaintiff has retained counsel competent and experienced in complex litigation; and Plaintiff intends to prosecute the action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and her counsel.

e. Superiority: F. R. Civ. P. 23(b)(3)

40. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the Class to individually seek redress for Defendant's wrongful conduct.

41. Even if Class members could afford individual litigation, the Court system likely could

not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, comprehensive supervision by a single court, and finality of the litigation.

**VI. FOR A FIRST COLLECTIVE CAUSE OF ACTION
BREACH OF CONTRACT
(Plaintiffs and Other members of the Tuition Class)**

42. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.
43. Plaintiffs bring this count on behalf of themselves and other members of the Tuition Class.
44. Through the admission agreement and payment of tuition, Plaintiffs and the Tuition Class members entered into a binding contract with Defendant.
45. As part of the contract, and in exchange for the aforementioned consideration, the Defendant promised to provide certain services, including live in-person instruction in a brick and mortar classroom.
46. Plaintiffs and other members of the Tuition Class fulfilled their end of the bargain when they paid tuition for the Spring 2020 semester.
47. The Defendant has failed to provide those services and has otherwise not performed under the contract as set forth above.
48. The Defendant retained tuition monies paid by Plaintiffs and other members of the Tuition Class, without providing them the benefit of their bargain.
49. The Plaintiffs and the class members have suffered damage as a direct and proximate

result of Defendant's breach, including but not limited to being deprived of the experience and services to which they were promised and for which they have already paid.

50. As a direct and proximate result of Defendant's breach, Plaintiffs 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 disgorgement of the difference between the value of one half semester of online learning versus the value of one half semester of live in-person instruction in a physical classroom.

**VII. FOR A SECOND COLLECTIVE CAUSE OF ACTION
BREACH OF CONTRACT
(Plaintiffs and Other Members of the Fee Class)**

51. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

52. Plaintiffs bring this action on behalf of themselves and the other members of the Fee Class.

53. Through the admission agreement and payment of mandatory student fees, Plaintiffs and the Fee Class members entered into a binding contract with Defendant.

54. As part of the contract, and in exchange for the aforementioned consideration, the Defendant promised to provide certain services, including but not limited to student activities, student athletics, and access to campus facilities such as the recreation center, libraries, etc..

55. Plaintiffs and other members of the Tuition Class fulfilled their end of the bargain when they paid fees for the Spring 2020 semester.

56. The Defendant has failed to provide those services and has breached the contracts by

moving classes online, closing most University buildings, and not providing those services for which the fees were intended to pay.

57. The Defendant retained the fee monies paid by Plaintiffs and other members of the Fee Class, without providing them the benefit of their bargain.

58. The Plaintiffs and the class members have suffered damage as a direct and proximate result of Defendant's breach, including but not limited to being deprived of the experience and services to which they were promised and for which they have already paid.

59. As a direct and proximate result of Defendant's breach, Plaintiffs 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 disgorgement of the pro-rated, unused amounts of the fees already charged and collected.

**VIII. FOR A THIRD COLLECTIVE CAUSE OF ACTION
UNJUST ENRICHMENT
(Plaintiffs and Other members of the Tuition Class)**

60. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

61. Plaintiffs brings this action on behalf of themselves and the other members of the Tuition Class.

62. Plaintiffs and members of the Tuition Class conferred a benefit on Defendant by, *inter alia*, paying tuition in exchange for the promise of live in-person instruction at a physical on-campus location.

63. Defendant has realized this benefit by accepting such payment.

64. Defendant has received this benefit at the expense of the Plaintiffs and other members of

the Tuition Class to which it is not entitled. Plaintiffs and other members of the Tuition Class paid substantial tuition for live in-person instruction and did not receive the full benefit of the bargain.

65. Defendant has retained this benefit, even though Defendant has failed to provide the services for which the fees were collected, making Defendant's retention unjust under the circumstances.

66. Defendant should be required to disgorge this unjust enrichment.

**IX. FOR A FOURTH COLLECTIVE CAUSE OF ACTION
UNJUST ENRICHMENT
(Plaintiffs and Other members of the Fee Class)**

67. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

68. Plaintiffs brings this action on behalf of themselves and the other members of the Fee Class.

69. Plaintiffs and members of the Fee Class conferred a benefit on Defendant by, *inter alia*, paying fees in exchange for the promise of student services and access to and use of campus facilities.

70. Defendant has realized this benefit by accepting such payment.

71. Defendant has received this benefit at the expense of the Plaintiffs and other members of the Fee Class to which it is not entitled. Plaintiffs and other members of the Fee Class paid these fees and did not receive the full benefit of the bargain.

72. Defendant has retained this benefit, even though Defendant has failed to provide the services for which the fees were collected, making Defendant's retention unjust under the circumstances.

73. Defendant should be required to disgorge this unjust enrichment.

WHEREFORE, Plaintiffs, individually and on behalf of members of the Class, pray for certification of the proposed Class, including appointment of Plaintiff's counsel as Class Counsel; together with judgment against Defendant for an amount to be ascertained by the jury at the trial of this action, for all damages, for the cost and disbursements of this action, both pre-judgment and post-judgment interest, attorneys' fees, and for such other and further relief, in law or in equity, as this Court may deem just and proper.

Respectfully Submitted,

TAUSSIG & SMITH

/s/ John Taussig
John G. Taussig III, # 13496 (Colo.)
Scott D. Smith, # 35009 (Colo.)
5377 Manhattan Circle, #203
Boulder, CO 80303

ANASTOPOULO LAW FIRM, LLC

Motion For Admission Pending
Eric M. Poulin
Roy T. Willey, IV
32 Ann Street
Charleston, SC 29403
(843) 614-8888

ATTORNEYS FOR PLAINTIFF(S)

Charleston, South Carolina
April 15, 2020

JS 44 (Rev. 09/19)

CIVIL COVER SHEET

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

Emilij Carpey and Stuart Carpey, Individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

John G. Taussig, III and Scott D. Smith of Taussig & Smith
5377 Manhattan Circle, #203, Boulder, CO 80303 (720) 563-9270

DEFENDANTS

University of Colorado Boulder, through its Board, The Board of Regents of the University of Colorado, a body corporate

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)

Unknown

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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
		LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)

Brief description of cause:
Class Action: Breach of Contract and Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE
April 15, 2020

SIGNATURE OF ATTORNEY OF RECORD
s/ John G. Taussig, III

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Print

Save As...

Reset

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.
 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.