

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JACOB RUDOLPH, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

UNITED AIRLINES HOLDINGS, INC. and
UNITED AIRLINES, INC.,

Defendants.

No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

TABLE OF CONTENTS

	<u>Page</u>
I. NATURE OF ACTION	1
II. JURISDICTION AND VENUE	3
III. PARTIES	3
IV. FACTS	5
A. Background.....	5
B. The Novel Coronavirus Shutdowns And United’s Resulting Flight Cancellations	6
C. United’s Refusal Of Passenger Refunds On Cancelled Flights	8
D. Consumer Complaints Regarding United’s Refusal To Provide Passengers Refunds For Cancelled Flights Abound.....	10
V. CLASS ACTION ALLEGATIONS	11
VI. CAUSES OF ACTION.....	15
COUNT I VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT	15
COUNT II ALTERNATIVE COUNT FOR VIOLATIONS OF STATE CONSUMER PROTECTION ACTS	17
COUNT III UNJUST ENRICHMENT.....	21
COUNT IV CONVERSION.....	22
COUNT V FRAUDULENT MISREPRESENTATION	23
PRAYER FOR RELIEF	24
JURY DEMAND	24

Plaintiff, JACOB RUDOLPH, individually and on behalf of all others similarly situated, for his Class Action Complaint against Defendants UNITED AIRLINES HOLDINGS, INC. and UNITED AIRLINES, INC. (collectively “United”), based upon personal knowledge as to his own actions and based upon the investigation of counsel regarding all other matters, complains as follows:

I. NATURE OF ACTION

1. This Class Action Complaint comes during a time of unprecedented hardship for so many Americans, with each day bringing different news regarding the novel coronavirus COVID-19.¹ Social distancing, sheltering-in-place, and efforts to ‘flatten the curve’ have separated loved ones from their relatives, workers from their co-workers, and further isolated those already in or at risk of further isolation. It has decimated nationwide employment. Nearly 9 in 10 Americans are now subject to a travel restriction, all to protect the health and welfare of the nation during this public health emergency.

2. The separation caused by COVID-19 and related protective efforts has particularly impacted travel, including air travel. Opportunity and ability to travel is flat-out eliminated for many Americans, both financially and physically. A trip to the grocery store or pharmacy has been deemed a necessity and permitted; a spring break trip with family or travel for a business meeting, is not.

¹ Plaintiff and Plaintiff’s counsel are mindful of the severe impact of the coronavirus on all aspects of society. In particular, they are aware of the burden this crisis places on small businesses and larger corporations alike, as well as the drain it imposes on scarce judicial resources. Plaintiff is compelled, however, to file now to preserve his rights and those of the proposed class. To minimize the burden on the Court and to reasonably accommodate Defendants, Plaintiff will work with Defendants to reach an agreeable schedule for their response to this Class Action Complaint.

3. As a result, United has slashed its flight schedules, resulting in thousands of flight cancellations for thousands more passengers. But such passengers face additional hardship if they booked their flights with United. To add to the difficulties such passengers already face, United refuses to issue monetary refunds to passengers with canceled flights. It does so even though all airline passengers are entitled to a refund if the airline cancels a flight, regardless of the reason the airline cancels the flight. Instead, United represents it will only rebook and/or provide travel vouchers, which expire in one year from the original ticket date.

4. The need for monetary refunds over travel vouchers is pressing now. Travel vouchers provide little security in this public crisis, particularly where many individual Americans need money now to pay for basics like food and rent, not restrictive, temporary credits towards future travel.

5. Reflecting the need to provide individuals with such assistance, the Coronavirus Aid, Relief, and Economic Security Act (“CARES”) is set to provide a bailout to the airlines, providing them about \$58 billion in aid. But despite the faucet of taxpayer money that will flow its way, United refuses to comply with the law or operate in the interests of its customers.

6. United’s actions have financially damaged Plaintiff and the Class Members. Plaintiff requested a refund for three tickets on a cancelled flight and was entitled to a refund. But like so many other passengers, United denied that request. United has engaged in unfair and deceptive conduct through its policy to refuse refunds, limiting and forcing customers into a rebooked flight or travel voucher instead of returning their money. As a result, Plaintiff brings this action because Plaintiff and the Class Members did not receive refunds for United cancelled flights, lost the benefit of their bargain and/or suffered out-of-pocket loss, and are entitled to recover compensatory damages, trebling where permitted, and attorney’s fees and costs.

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter presented by this Complaint because it is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”), Pub. L. No. 109-2, 119 Stat. 4 (2005), which explicitly provides for the original jurisdiction of the Federal Courts of any class action in which any member of the Class is a citizen of a State different from any Defendant, and in which the matter in controversy exceeds in the aggregate sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff alleges that the total claims of individual Class members in this action are in excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs, as required by 28 U.S.C. §§ 1332(d)(2) and (6). Plaintiff is a citizen of Minnesota, whereas Defendants are citizens of Delaware and Illinois for purposes of diversity. Therefore, diversity of citizenship exists under CAFA as required by 28 U.S.C. § 1332(d)(2)(A). Furthermore, Plaintiff alleges that more than two-thirds of all of the members of the proposed Class in the aggregate are citizens of a state other than Illinois, where this action is originally being filed, and that the total number of members of the proposed Class is greater than 100, pursuant to 28 U.S.C. § 1332(d)(5)(B).

8. Venue is appropriate in this District because Defendants maintain their principal places of business within the Northern District of Illinois. In addition, United’s largest hub (both in terms of passengers carried and the number of departures) is Chicago O’Hare International Airport, which is within the Northern District of Illinois. And on information and belief, events and transactions causing the claims herein, including United’s decision-making regarding its refund policy challenged in this lawsuit, has occurred within this judicial district.

III. PARTIES

9. Plaintiff Jacob Rudolph is a citizen and resident of the State of Minnesota. Plaintiff is and continues to be immediately affected by the COVID-19 pandemic. As a police

officer, local officials declared a local state of emergency for his city and his department's administration cancelled all vacations (including those involving air travel), instituted modified work schedules, and additional protective health measures. In addition, Plaintiff is prohibited from being in crowds, otherwise he will be subject to quarantine restrictions, creating substantial hardship in a police department of 11 officers. Despite requesting and being entitled to a refund for his cancelled flight, United has refused to provide Plaintiff a refund.

10. On January 23, 2020, Plaintiff purchased three tickets for domestic travel to occur on April 4, 2020 for travel from Hilton Head Island, South Carolina (HHH) to Minneapolis/St. Paul, Minnesota (MSP), with a connecting flight in Chicago, Illinois (ORD). United ultimately cancelled his flight.

11. Plaintiff purchased the tickets directly from United though the United.com website, paying United \$1,521.45 (\$904.20 in tickets, \$137.40 in taxes and fees, and \$479.85 in additional travel options).

12. On March 16, 2020, Plaintiff submitted a written refund request for his tickets purchased through United's website.

13. However, between March 31, 2020 and April 1, 2020, United separately and completely denied Plaintiff's refund request for each ticket, declaring that his ticket purchases do not qualify for a refund. Instead, on March 31, 2020, United represented in writing that Plaintiff was only allowed a rebooking or ticket credit for travel within one year of the original ticket issue date. In addition, on April 2, 2020, Plaintiff spoke with a United customer service representative, who again refused Plaintiff's refund request on the same grounds.

14. At the time of his ticket purchase, Plaintiff understood that he would be entitled to a refund if his flight was cancelled and Plaintiff was actually deceived by United regarding his right to a refund and his options following United cancelled flights.

15. Defendant United Airlines Holdings, Inc. is a Delaware corporation authorized to do business in Illinois as a foreign corporation with a principal place of business at 233 South Wacker Drive in Chicago, Illinois.

16. Defendant United Airlines, Inc. is a Delaware corporation authorized to do business in Illinois as a foreign corporation with a principal place of business at 233 South Wacker Drive in Chicago, Illinois.

17. United Airlines Holdings, Inc. is a holding company and its principal, wholly-owned subsidiary is United Airlines, Inc.

18. Collectively, Defendants are called "United."

IV. FACTS

A. Background.

19. In a typical service scenario, United and its regional carriers operate over 4,900 flights a day to 362 airports across six continents, with hubs at Chicago O'Hare International Airport, Newark Liberty International Airport, Denver International Airport, George Bush Intercontinental Airport, Los Angeles International Airport, A.B. Won Pat International Airport, San Francisco International Airport, and Washington Dulles International Airport.

20. In 2019, United operated over 1.7 million flights carrying over 162 million customers, utilizing 791 mainline aircraft for hub-to-hub travel, with the airline's regional

carriers operating another 581 regional aircraft.² For its services, United posted \$43.2 billion in operating revenue in the year ending December 31, 2019.

21. United sells its airline seat inventory and fares through the United's direct channels (such as United's direct-to-consumer sales website, www.united.com, and the company's mobile applications) and through traditional travel agencies and online travel agencies. With each ticket sale, United collects passenger identification information, including name, address, and telephone information.

22. But regardless of the method by which United sells its tickets, United has engaged in unfair, deceptive, and unjust conduct: it is refusing to issue refunds to passengers for coronavirus related flight cancellations.

B. The Novel Coronavirus Shutdowns And United's Resulting Flight Cancellations.

23. On December 31, 2019, governmental entities in Wuhan, China confirmed that health authorities were treating dozens of cases of a mysterious, pneumonia-like illness. Days later, researchers in China identified a new virus that had infected dozens of people in Asia, subsequently identified and referred to as the novel coronavirus, or COVID-19. By January 21, 2020, officials in the United States were confirming the first known domestic infections of COVID-19.

24. Due to an influx of thousands of new cases in China, on January 30, 2020, the World Health Organization officially declared COVID-19 as a "public health emergency of international concern."

² United has contracts with regional carriers to provide regional service branded as United Express, carrying traffic that connects to the company's hubs and allows flights to smaller cities that cannot be provided economically with mainline aircraft.

25. The U.S. State Department warned travelers to avoid traveling to China and on January 31, 2020, the U.S. federal government restricted travel from China, thus beginning travel restrictions affecting passengers ticketed on domestic and international air travel to and from the United States.

26. By February 29, 2020, COVID-19 restrictions continued to spread across the globe. As the number of global cases rose to nearly 87,000, the U.S. federal government issued its highest-level warning, known as a “do not travel” warning, for areas in Italy and South Korea that are most affected by the virus. The government also banned all travel to Iran and barred entry to any foreign citizen who had visited Iran in the previous 14 days.

27. On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. That same day, American officials announced yet another travel ban expansion, this time blocking most visitors from continental Europe to the United States.

28. Travel restrictions domestically began on March 16, 2020, with seven counties in the San Francisco, California area announcing shelter-in-place orders. Other states, counties, and municipalities have followed the shelter-in-place orders and as of the drafting of this Class Action Complaint, 297 million people in at least 38 states, 48 counties, 14 cities, the District of Columbia, and Puerto Rico are being urged to stay home.

29. As the restrictions expanded and virus fears mounted, United cancelled flights in the United States because of the spreading impact of the coronavirus.

30. By March 4, 2020, United made public announcements of cuts to its April and May 2020 flight schedules.

31. On March 10, 2020, United executives announced that the company was planning for public concern about the virus to increase before it gets better and for domestic bookings to get worse in the weeks to come.

32. And while it initially anticipated only 10–20% in flight cancellations for April and May travel, by March 15, 2020, it changed positions and increased service cuts announced just 11 days earlier, cutting its flights by 50% for April and May. That same day, United’s executives also announced to investors they expected the flight cancellations would continue and extend into the summer travel period.

C. United’s Refusal Of Passenger Refunds On Cancelled Flights.

33. As United announced flight cancellations (combined with decreased domestic bookings), United took a variety of steps to make it difficult, if not impossible, for consumers to receive any refund on pandemic cancelled flights. Defendants wanted to retain the money paid to Defendants, given the severe economic losses it was incurring related to pandemic flight cancellations. It does so despite consumers’ right to receive a refund for unused transportation, even for non-refundable tickets.

34. Within seven days in March 2020, United changed its refund policy four times regarding passenger rights when flights are altered, misrepresenting to passengers on United cancelled flights that such passengers were limited to rebookings or travel vouchers. United communicated its refund policy through its website, customer service representatives, and other methods.

35. Ostensibly consistent with passenger rights, pre-pandemic, if United cancelled a flight or changed a flight time by over two hours, passengers could receive a full refund.

36. But on March 7, 2020, the same day the World Health Organization reported there were now over 100,000 cases of COVID-19 in 94 countries, United altered its policy to require a flight time change of at least 25 hours to receive a full refund.

37. Yet after consumers complained, it tried out two more policies, a vague March 10 policy permitting refunds only if “departure or arrival time significantly changes,” followed by a March 12 policy permitting refunds only if the flight is moved by over six hours.

38. More recently, on March 14, the company settled on its current policy of *credits*, *not refunds*—even with six-hour-plus changes—until a year has passed from the original date of purchase, at which time a refund may be issued.

39. United’s policy change to deny full refunds has been described by one airline travel website editor “as possibly ‘the single most damaging airline policy in recent memory.’”³

40. United’s efforts to refuse and deny customers refunds contradicts established transportation requirements that operate for the benefit and protection of airline consumers.

41. As the Department of Transportation advises consumers of their rights: “If your flight is cancelled and you choose to cancel your trip as a result, you are entitled to a refund for the unused transportation—even for non-refundable tickets. You are also entitled to a refund for any bag fee that you paid, and any extras you may have purchased, such as a seat assignment.”⁴

42. Put another way, “[a] passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to be rebooked on a new flight on that airline.”⁵

³ <https://bringmethenews.com/minnesota-lifestyle/united-tweaks-its-flight-refund-policy-and-customers-are-not-happy>

⁴ <https://www.transportation.gov/individuals/aviation-consumer-protection/flight-delays-cancellations>

⁵ <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>

43. Passengers are similarly entitled to a refund if an airline makes “a significant schedule change and/or significantly delays a flight and the passenger chooses not to travel.”⁶

D. Consumer Complaints Regarding United’s Refusal To Provide Passengers Refunds For Cancelled Flights Aboard.

44. Consistent with Plaintiff’s experience, consumer complaints regarding United’s unfair, deceptive, and unjust conduct are many. A few examples follow.

45. For example, one passenger complained on Twitter he had three flights for his family of five canceled by United Airlines. He was refused a refund and told “no other airlines are giving refunds.”⁷

46. Another passenger’s wedding in Hawaii at the end of March 2020 was cancelled due to COVID-19. She does not want a future travel credit, because she can no longer afford to travel to Hawaii.⁸

47. An increasing number of complaints has led the U.S. Department of Transportation to disclose on April 3, 2020 that it “is receiving an increasing number of complaints and inquiries from ticketed passengers, including many with non-refundable tickets, who describe having been denied refunds for flights that were cancelled or significantly delayed.” The Department reminded carriers, including United, of their “longstanding obligation to provide a prompt refund to a ticketed passenger when the carrier cancels the passenger’s flight

⁶ *Id.*

⁷ Greg Leonow (@Gregleonow), Twitter (March 21, 2020) (replying to United Airlines (@United)).

⁸ Dawn Eldridge (@dawnzo8), Twitter (March 20, 2020) (replying to United Airlines (@United)).

or makes a significant change in the flight schedule and the passenger chooses not to accept the alternative offered by the carrier.”⁹

48. Sensitive to such consumer complaints, members of the U.S. Senate have urged United in a joint letter to provide full cash refunds to passengers with cancelled flights during the pandemic:

We write to urge your airline to issue full cash refunds to all customers who cancel their flights during the COVID-19 crisis, and to American citizens who encounter flight cancellations while stranded in countries that implemented travel restrictions. The ongoing pandemic is placing enormous financial strain on millions of Americans, and families need cash to pay for essentials such as food, housing, and medical care. In light of this pressing need and the unprecedented bailout—to the tune of \$25 billion—that the airline industry just received from Congress, we believe your company has a moral responsibility to provide real refunds, not travel vouchers, to consumers, and to support State Department efforts to repatriate any American citizens trying to come home.¹⁰

49. United not only has a moral responsibility to provide real refunds, it has a legal obligation to do so, particularly in light of the substantial bailout it received from American taxpayers, including Plaintiff and the Class Members.

V. CLASS ACTION ALLEGATIONS

50. Plaintiff sues under Rule 23(a), (b)(2) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and a Class defined as follows:

All persons in the United States that purchased tickets for travel on United Airlines flights scheduled to operate to, from, or within the United States from March 1, 2020 to the present and who sought a refund and were refused or who seek a refund in the future.

⁹ https://www.transportation.gov/sites/dot.gov/files/2020-04/Enforcement%20Notice%20Final%20April%203%202020_0.pdf

¹⁰ Letter to Oscar Munoz, CEO of United Airlines, Inc. from U.S. Senator Edward J. Markey, et al. (March 31, 2020).

Excluded from the Class are Defendants, any entity in which Defendants have a controlling interest, and Defendants' legal representatives, predecessors, successors, assigns, and employees. Further excluded from the Class is this Court and its employees. Plaintiff reserves the right to modify or amend the Class definition, as appropriate, during this litigation.

51. The definition of the Class is unambiguous. Plaintiff is a member of the Class he seeks to represent. Class Members can be notified of the class action through ticketing contact information and/or address lists maintained in the usual course of business by Defendants.

52. Class Members are so numerous and geographically dispersed that their individual joinder of all Class Members is impracticable. The precise number of Class members is unknown to Plaintiff but may be ascertained from United's records. Given the thousands of flight cancellations made by United, that number greatly exceeds the number to make joinder possible. 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.

53. United has acted or refused to act on grounds generally applicable to Plaintiff and the Class Members, making appropriate final injunctive relief and declaratory relief regarding the Class.

54. Additionally, common questions of law and fact predominate over the questions affecting only individual Class Members. Some of the common legal and factual questions include:

- a. Whether Defendants engaged in the conduct alleged;
- b. Whether Defendants have a policy and/or procedure of denying refunds to Class Members for cancelled flights;

- b. Whether Defendants' policy and/or procedure of denying refunds to passengers on cancelled flights is unfair, deceptive, and/or misleading;
- c. Whether Illinois law applies to the nationwide class;
- d. Whether Defendants violated consumer protection statutes and/or false advertising statutes and/or state deceptive business practices statutes;
- e. Whether Defendants violated the common law of unjust enrichment;
- f. Whether Defendants converted Plaintiff and the Class Members refunds and/or rights to refunds;
- g. Whether Defendants made fraudulent misrepresentations to Plaintiff and the Class Members, and
- h. The nature and extent of damages and other remedies to which the conduct of Defendants entitles the Class Members.

55. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by the Class Members. Similar or identical statutory and common law violations and deceptive business practices are involved. Individual questions pale by comparison to the numerous common questions that predominate.

56. The injuries sustained by the Class Members flow, in each instance, from a common nucleus of operative facts—Defendants' misconduct. In each case Defendants have cancelled flights yet denied refunds to Class Members for such cancelled flights.

57. The Class Members have been damaged by Defendants' misconduct through United's practice of cancelling flights yet denying refunds to Class Members for such cancelled flights.

58. Plaintiff's claims are typical of the claims of the other Class Members. Plaintiff paid for airline tickets and was actually deceived.

59. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is familiar with the basic facts that form the bases of the Class Members' claims. Plaintiff's interests do not conflict with the interests of the other Class Members he seeks to represent. Plaintiff has retained counsel competent and experienced in class action litigation and intends to prosecute this action vigorously. Plaintiff's counsel has successfully prosecuted complex class actions, including consumer protection class actions. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class Members.

60. The class action device is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class Members. The relief sought per individual members of the Class is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by the conduct of Defendants. It would be virtually impossible for the Class Members to seek redress individually. Even if the Class Members themselves could afford such individual litigation, the court system could not.

61. Individual litigation of the legal and factual issues raised by the conduct of Defendants would increase delay and expense to all parties and to the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court. Given the similar nature of the Class Members' claims and the absence of material differences in the state statutes and common laws upon which the Class Members' claims are based, a nationwide Class will be easily managed by the Court and the parties.

VI. CAUSES OF ACTION

COUNT I

VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

62. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

63. At all times, the Illinois Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”) has prohibited consumer fraud in trade or commerce:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

64. Pursuant to the Consumer Fraud Act, Defendants had a statutory duty to refrain from unfair or deceptive acts or practices in the sale of airline tickets to Plaintiff and the proposed Class Members and in handling refunds otherwise due to Plaintiff and the Class Members.

65. Defendants intended that Plaintiff and the proposed Class Members rely on its material statements and omissions and unfair or deceptive acts regarding its refunds of airline tickets due to the unfair or deceptive acts or practices, including Defendants’ unfair conduct, misrepresentations, and omissions of material fact regarding the ticket refunds:

- a. Defendants' representations that passengers could only obtain a voucher or rebooking for a cancelled flight;
- b. Defendants' policies of limiting class members to travel vouchers and/or rebookings in lieu of refunds was deceptive, unfair, and unlawful;
- c. Defendants committed unlawful acts by promoting, advertising, and selling airline tickets in a manner that violated passengers' rights to refunds; and
- d. Defendants committed unfair and deceptive acts by promising a refund and reneging on that promise.

66. Defendants' unfair practice, deceptive representations, and material omissions to Plaintiff and the proposed Class Members were, and are, unfair and deceptive acts and practices.

67. Defendants' unfair and deceptive acts and practices occurred while conducting trade or commerce.

68. Defendants engaged in wrongful conduct while at the same time obtaining, under false pretenses, obtaining and retaining significant sums of money from Plaintiff and the proposed Class Members.

69. Plaintiff and members of the Class were actually deceived by Defendants' misrepresentations and/or omissions of material fact.

70. As a proximate result of the Defendants' misrepresentations and/or omissions of material fact, Plaintiff and the proposed Class Members were damaged and have suffered an ascertainable loss, in an amount to be determined at trial, including but not limited to amounts for tickets on United cancelled flights.

COUNT II

ALTERNATIVE COUNT FOR VIOLATIONS OF STATE CONSUMER PROTECTION ACTS

71. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein and further alleges as follows:

72. Count II is brought by Plaintiff, individually and on behalf of all similarly situated residents of each of the 50 states for violations of the state consumer protection acts including:¹¹

- a. the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.*;
- b. the Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, *et seq.*;
- c. the Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
- d. the California Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.* and 17500, *et seq.*;
- e. the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- f. the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. § 6-1-101, *et seq.*;
- g. the Connecticut Unfair Trade Practices Act, Conn. Gen Stat. Ann. § 42-110, *et seq.*;
- h. the Delaware Consumer Fraud Act, 6 Del. Code § 2513, *et seq.*;
- i. the D.C. Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*;

¹¹ Plaintiff also places Defendant on notice that he intends to amend his complaint to seek recovery for Class Members under the following statutes: Alabama Code § 8-19-10(e); Alaska Statutes § 45.50.535; California Civil Code § 1782; Georgia Code § 10-1-399; Indiana Code § 24-5-0.5-5(a); Maine Revised Statutes, Title 5 § 50-634(g); Massachusetts General Laws Chapter 93A, § 9(3); Texas Business & Commercial Code § 17.505; West Virginia Code § 46A-6-106(b); and Wyoming Statutes § 40-12-109.

- j. the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*;
- k. the Georgia Fair Business Practices Act, Ga. Code Ann. § 10-1-390, *et seq.*;
- l. the Hawaii Unfair Competition Law, Haw. Rev. Stat. § 480-2, *et seq.*;
- m. the Idaho Consumer Protection Act, Idaho Code. Ann. § 48-601, *et seq.*;
- n. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1, *et seq.*;
- o. the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-2, *et seq.*;
- p. the Iowa Consumer Fraud Act, Iowa Code § 714.16, *et seq.*
- q. the Kansas Consumer Protection Act, Kan. Stat. Ann. § 50-623, *et seq.*;
- r. the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*;
- s. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, *et seq.*;
- t. the Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. Tit. 5, § 207, *et seq.*;
- u. the Maryland Consumer Protection Act, Md. Code Ann. Com. Law, § 13-301, *et seq.*;
- v. the Massachusetts Regulation of Business Practices for Consumers Protection Act, Mass. Gen Laws Ann. Ch. 93A, *et seq.*;
- w. the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, *et seq.*;
- x. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F, *et seq.*;
- y. the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407, *et seq.*;
- z. the Nebraska Consumer Protection Act, Neb. Rev. St. § 59-1601, *et seq.*;
- aa. the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 41.600, *et seq.*;

- bb. the New Hampshire Regulation of Business Practices For Consumer Protection, N.H. Rev. Stat. § 358-A:1, *et seq.*;
- cc. the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8, *et seq.*;
- dd. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*;
- ee. the New York Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349, *et seq.*;
- ff. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1, *et seq.*;
- gg. the North Dakota Consumer Fraud Act, N.D. Cent. Code § 51-15, *et seq.*;
- hh. the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et seq.*;
- ii. the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 § 751, *et seq.*;
- jj. the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605, *et seq.*;
- kk. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*;
- ll. the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-5.2(B), *et seq.*;
- mm. the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*;
- nn. the South Dakota Deceptive Trade Practices and Consumer Protection, S.D. Codified Laws § 37-24-1, *et seq.*;
- oo. the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*;
- pp. the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Code Ann., Bus. & Con. § 17.41, *et seq.*;
- qq. the Utah Consumer Sales Practices Act, Utah Code. Ann. § 13-11-175, *et seq.*;
- rr. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;
- ss. the Virginia Consumer Protection Act of 1977, Va. Code Ann. § 59.1-199, *et seq.*;

- tt. the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, *et seq.*;
- uu. the West Virginia Consumer Credit And Protection Act, W. Va. Code § 46A, *et seq.*;
- vv. the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, *et seq.*; and
- ww. the Wyoming Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101, *et seq.*

73. The unfair and deceptive practices engaged in by Defendants described above, occurring in the course of conduct involving trade or commerce, constitute unfair methods of competition and unfair or deceptive acts or practices within the meaning of each of the above-enumerated statutes.

74. Defendants' acts and practices were unfair and created a likelihood of confusion or misunderstanding and misled, deceived, or damaged Plaintiff and members of the Class in connection with the sale and refunds of airline tickets. Defendants' conduct also constituted the use or employment of deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services, whether or not a person has in fact been misled, deceived, or damaged in violation of each of the above-enumerated statutes.

75. Plaintiff, on behalf of himself and the Class Members, seek monetary damages, treble damages, and such other and further relief as set forth in each of the above-enumerated statutes.

COUNT III

UNJUST ENRICHMENT

76. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

77. At all times relevant hereto, Defendants sold Plaintiff and the members of the Class airline tickets for travel to, from, and within the United States.

78. United has benefitted from its unlawful acts by receiving payments for the sale of tickets on cancelled flights, though United has no right to deny Plaintiff and the Class Members refunds for tickets purchased on United cancelled flights.

79. Plaintiff and members of the Class conferred upon Defendants a benefit in the form of money for tickets on specific flights. In paying for such flights, Plaintiff and the Class Members conferred benefits that were non-gratuitous.

80. Defendants appreciated or knew of the non-gratuitous benefits conferred upon it by Plaintiff and members of the Class.

81. Defendants accepted or retained the non-gratuitous benefits conferred by Plaintiff and members of the Class, with full knowledge and awareness that, because of Defendants' unconscionable wrongdoing, Plaintiff and members of the Class are entitled to refunds for cancelled flights. Retaining the non-gratuitous benefits conferred upon Defendants by Plaintiff and members of the Class under these circumstances made Defendants' retention of the non-gratuitous benefits unjust and inequitable.

82. Because Defendants' retention of the non-gratuitous benefits conferred by Plaintiff and members of the Class is unjust and inequitable, Plaintiff and members of the Class are entitled to, and seek disgorgement and restitution of their Defendants' wrongful profits, ticket revenue on United cancelled flights, and benefits in a manner established by the Court.

COUNT IV
CONVERSION

83. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

84. Plaintiff and the other members of the Class have an undisputed right to immediate refunds in lieu of rebookings and/or travel vouchers for their purchase of tickets on flights cancelled by United.

85. United wrongfully exercised control over and/or intentionally interfered with the rights of Plaintiff and members of the Class by limiting passengers on United cancelled flights to either a rebooked flight or a travel voucher. All the while Defendants have unlawfully retained the monies Plaintiff and the Class Members paid for tickets on United cancelled flights.

86. United deprived Plaintiff and the other members of the Class the value they paid for tickets on United cancelled flights as well as their right for a refund.

87. Plaintiff and members of the Class have requested and/or demanded that United issue refunds for United cancelled flights.

88. This interference with the rights and services for which Plaintiff and members of the Class paid damaged Plaintiff and the members of the Class, in that they purchased tickets and, as such, United has deprived Plaintiff and members of the Class of the right to their property, in this case, the amounts paid for tickets on cancelled flights.

89. Plaintiff and members of the Class may exercise their right to full refunds of all amounts paid for tickets on United cancelled flights.

COUNT V

FRAUDULENT MISREPRESENTATION

90. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

91. Defendants intentionally misrepresented to Plaintiff and the Class Members regarding their rights to a refund on United cancelled flights, including but not limited to as reflected in United's refund policies.

92. Defendants intentionally and actively misrepresented to Plaintiff and Class Members that passengers on United cancelled flights are limited to rebookings or travel vouchers that must be used within one year of the purchase date.

93. Defendants' representation was false. At all times relevant, Plaintiff and members of the Class are entitled to refunds on United cancelled flights, not just rebookings or travel vouchers.

94. Defendants' misrepresentation was made fraudulently. Defendants made its representations with knowledge that Plaintiff and Class Members were entitled to refunds on United cancelled flights and also knowing that Plaintiff and Class Members were not limited to rebookings or travel vouchers for United cancelled flights.

95. Instead, when United made the representation regarding the rights to refunds and/or post-United flight cancellation options, United intended that Plaintiff and the Class Members would rely on it.

96. Plaintiff and the Class Members relied on Defendants' representations.

97. The reliance by Plaintiff and the Class Members on Defendants' representations was reasonable.

98. Defendants' representations proximately caused damage to Plaintiff and the Class Members. By misrepresenting that passengers on United cancelled flights are limited to rebookings or travel vouchers, Defendants financially damaged Plaintiff and members of the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members request that the Court enter an order or judgment against Defendants including:

- A. Certification of the action as a Class Action under Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure, and appointment of Plaintiff as Class Representative and his counsel of record as Class Counsel;
- B. Damages in the amount of unrefunded monies paid for United airline tickets;
- C. Actual damages, statutory damages, punitive or treble damages, and such other relief as provided by the statutes cited;
- D. Pre-judgment and post-judgment interest on such monetary relief;
- E. Other appropriate injunctive relief as permitted by law or equity, including an order enjoining Defendants from retaining refunds for United cancelled flights;
- F. The costs of bringing this suit, including reasonable attorney's fees; and
- G. All other relief to which Plaintiff and members of the Class may be entitled by law or in equity.

JURY DEMAND

Plaintiff demands trial by jury on his own behalf and on behalf of Class Members.

Dated: April 6, 2020

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

By /s/ Steve W. Berman

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*Attorneys for Plaintiff, individually and on behalf of
all others similarly situated.*

CIVIL COVER SHEET

ILND 44 (Rev. 09/07/18)

The ILND 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.)

<p>I. (a) PLAINTIFFS</p> <p>Jacob Rudolph</p> <p>(b) County of Residence of First Listed Plaintiff <u>Dakota County, MN</u> <i>(Except in U.S. plaintiff cases)</i></p> <p>(c) Attorneys <i>(firm name, address, and telephone number)</i> Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101</p>	<p>DEFENDANTS</p> <p>United Airlines Holdings, Inc., and United Airlines, Inc.</p> <p>County of Residence of First Listed Defendant _____ <i>(In U.S. plaintiff cases only)</i></p> <p><i>Note: In land condemnation cases, use the location of the tract of land involved.</i></p> <p>Attorneys <i>(if known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Check one box, only.)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question <i>(U.S. Government not a party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity <i>(Indicate citizenship of parties in Item III.)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(For Diversity Cases Only.)</i> <i>(Check one box, only for plaintiff and one box for defendant.)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;">_ 1</td> <td style="text-align: center;">_ 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;">_ 4</td> <td style="text-align: center;">X 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;">x 2</td> <td style="text-align: center;">_ 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;">_ 5</td> <td style="text-align: center;">_ 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	_ 1	_ 1	Incorporated or Principal Place of Business in This State	_ 4	X 4	Citizen of Another State	x 2	_ 2	Incorporated and Principal Place of Business in Another State	_ 5	_ 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
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Citizen of This State	_ 1	_ 1	Incorporated or Principal Place of Business in This State	_ 4	X 4																				
Citizen of Another State	x 2	_ 2	Incorporated and Principal Place of Business in Another State	_ 5	_ 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 *(Check one box, only.)*

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	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 Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <input type="checkbox"/> 530 General <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<p>PRISONER PETITIONS</p> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Habeas Corpus:</p> <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	<p>LABOR</p> <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	<p>OTHER STATUTES</p> <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 <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <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
<p>REAL PROPERTY</p> <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	<p>CIVIL RIGHTS</p> <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	<p>BANKRUPTCY</p> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<p>FORFEITURE/PENALTY</p> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<p>SOCIAL SECURITY</p> <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))	
		<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<p>FEDERAL TAXES</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

V. ORIGIN *(Check 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 8 Multidistrict Litigation Direct File

<p>VI. CAUSE OF ACTION <i>(Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)</i></p> <p>28 U.S.C. § 1332 Diversity Suit for Refunds on Canceled Flights</p>	<p>VII. PREVIOUS BANKRUPTCY MATTERS <i>(For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)</i></p>
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VIII. REQUESTED IN COMPLAINT: Check if this is a **class action** Under rule 23, Demand \$ in excess of \$5,000,000 **Check Yes only if demanded in complaint. Jury Demand:** Yes No

IX. RELATED CASE(S) IF ANY *(See instructions)*

Judge _____ Case Number _____

X. Is this a previously dismissed or remanded case? Yes No **If yes, Case #** _____ **Name of Judge** _____

Date April 6, 2020 Signature of attorney of record /s/ Steve W. Berman

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

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. Previous Bankruptcy Matters For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

VIII. 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.

IX. 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.

X. Refiling Information. Place an "X" in the Yes box if the case is being refiled or if it is a remanded case, and indicate the case number and name of judge. If this case is not being refiled or has not been remanded, place an "X" in the No box.

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