

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SHAWN RIGNEY and KYLE ADAMS,  
Individually and on behalf of all others  
similarly situated,

Plaintiffs,

CASE NO.:

v.

TARGET CORPORATION,

Defendant.

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**DEFENDANT TARGET CORPORATION'S NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446, Defendant Target Corporation (“Target”) hereby gives notice of removal of this action, captioned *Shawn Rigney and Kyle Adams v. Target Corporation*, Case Number 19-CA-005102, from the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, to this Court. Pursuant to 28 U.S.C. § 1446(a), Target provides the following statement of grounds for removal.

**Background**

1. On May 15, 2019, Shawn Rigney and Kyle Adams (“Plaintiffs”) initiated this action in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, captioned *Shawn Rigney and Kyle Adams v. Target Corporation*, Case Number 19-CA-005102 (the “State Court Action”). Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the Complaint, as well as other process, pleadings, motions, and order served upon Target in the State Court Action or otherwise available from the state court’s file are attached hereto as composite Exhibit A.

2. Plaintiffs' Complaint contains one count against Target for violation of 29 U.S.C. §1166(a) and 29 C.F.R. § 2590.606-4. *See, e.g.*, Complaint ¶¶ 63–69.<sup>1</sup>

3. Plaintiff alleges that Target violated the Employee Retirement Income Security Act (“ERISA”) “by failing to provide participants and beneficiaries in the Plan with adequate notice, as prescribed by [the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”)], of their right to continue their health coverage upon the occurrence of a ‘qualifying event’ as defined by the statute.” Complaint ¶ 2.

### **Bases for Removal**

“Except as otherwise expressly provided by Act of Congress, any civil action brought in a State Court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.” 28 U.S.C. §1441(a).

#### **I. Federal Question Jurisdiction Under 28 U.S.C. § 1331**

4. “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331.

5. Plaintiffs' lone claim against Target is brought under the laws of the United States. Specifically, Plaintiff's claim is brought pursuant to ERISA and the COBRA amendments thereto, both of which are portions of the United States Code, and 29 C.F.R § 2590.606-4, a regulation enacted by the United States Department of Labor.

6. Accordingly, this Court has jurisdiction over Plaintiffs' claim pursuant to 28 U.S.C. § 1331, which is properly subject to removal from state court to this Court under 28 U.S.C. § 1441(a).

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<sup>1</sup> A copy of the Complaint filed in the State Court Action, along with a copy of the docket and all other filings to-date in the State Court Action are attached hereto as **Composite Exhibit A**. *See* 28 U.S.C. § 1446(a).

## II. Diversity Jurisdiction Under 28 U.S.C. § 1332

7. “The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between . . . citizens of different States[.]” 28 U.S.C. § 1332(a)(1).

8. As alleged in Plaintiffs’ Complaint, Plaintiffs are citizens of Florida. *See* Complaint ¶ 14. Also as alleged in Plaintiffs’ Complaint, Target is has its principal place of business in, and is a citizen of, Minnesota. *See* Complaint ¶ 15. As such, diversity of complete diversity of citizenship exists in this case.

9. Plaintiffs’ Complaint does not state the sum demanded, but “the notice of removal may assert the amount in controversy if the initial pleading seeks . . . a money judgment, but the State practice either does not permit demand for a specific sum or permits recover of damages in excess of the amount demanded[.]” 28 U.S.C. § 1446(c)(2)(A)(ii). Here, Plaintiffs were not required to, and did not, demand a specific sum.

10. Plaintiffs’ Complaint does, however, allege that statutory penalties of \$110 per day for each putative class member from the date they received the allegedly defective notices. *See* Complaint, Prayer for Relief ¶¶ e, l.

11. Further, Plaintiff alleges the putative class is comprised of “hundreds or thousands of individuals.” Complaint ¶ 57.

12. From the date Plaintiffs allegedly received their COBRA notices to the date Plaintiffs filed their Complaint, 229 days elapsed. For just the two named Plaintiffs, that amounts to \$50,380. That amount does not include the days that have passed since May 5, 2019 or each day that passes while this action is pending. The alleged damages will exceed the amount in controversy after approximately 112 days from May 5, 2019 if no other plaintiffs are added or a

class is not certified, or if just one other plaintiff is added who received his or her allegedly defective COBRA notice from Target within 224 days of the date of the filing of this Notice of Removal.

13. Therefore, based on the allegations in Plaintiffs' Complaint, the amount in controversy exceeds the jurisdictional requirement of \$75,000.

### **Procedural Requirements**

14. The Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida is located within the Middle District of Florida, Tampa Division. Therefore, removal to this Court satisfies the venue requirements of 28 U.S.C. § 1446(a).

15. This Notice of Removal is timely under 28 U.S.C. 1446(b)(1) because Target received service of process on May 23, 2019, and this Notice of Removal is being filed within 30 days of May 23, 2019.<sup>2</sup>

16. Target is the only defendant in this case; therefore, the consent requirement of 28 U.S.C. § 1446(b)(2)(A) does not apply to this action.

17. The written notice required by 28 U.S.C. § 1446(d) will be promptly filed in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida and promptly served upon Plaintiffs.

18. Target does not waive any legal defenses or admit any allegations in Plaintiffs' Complaint, and Target expressly reserves its right to raise any and all legal defenses in subsequent proceedings.

19. If any question arises as to the propriety of this removal, Target requests the opportunity to present written and oral argument in support of removal.

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<sup>2</sup> Pursuant to Fed. R. Civ. P. 6(a)(1) and 28 U.S.C. § 1446(b), removal of the State Court Action is timely on or before June 23, 2019.

**Conclusion**

For the foregoing reasons, Target removes this action to this Court pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446.

Dated: June 13, 2019

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on **June 13, 2019**, a copy of the foregoing was electronically filed with the Clerk of Court by using the Court's CM/ECF system. I also certify that the foregoing document is being served this day by e-mail on all counsel of record identified below.

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**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

**SHAWN RIGNEY and KYLE ADAMS,  
individually and on behalf of all others  
similarly situated,**

**Plaintiffs,**

**CASE NO.:**

**v.**

**TARGET CORPORATION,**

**Defendant.**

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**CLASS ACTION COMPLAINT**

1. The Plaintiffs, Shawn Rigney and Kyle Adams (“Plaintiffs”), file this Class Action Complaint against Defendant, TARGET CORPORATION (“Defendant”), on behalf of themselves and on behalf of all others similarly situated, in accordance with alleging that Defendant failed to provide legally sufficient required notices of their right to continued health care coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”).

2. Defendant, the plan sponsor of the Health Plan (“Plan”), has repeatedly violated ERISA by failing to provide participants and beneficiaries in the Plan with adequate notice, as prescribed by COBRA, of their right to continue their health coverage upon the occurrence of a “qualifying event” as defined by the statute.

3. Simply put, Defendant’s COBRA notice process violates the law. Rather than including all information required by law in a single notice “written in a manner calculated to be understood by the average plan participant,” Defendant’s COBRA notification process instead offers only part of the legally required information but does so in piece-meal fashion.

4. For example, Defendant’s “COBRA Continuation Coverage Enrollment Notice,”

dated September 24, 2018 and attached as Exhibit A, violates 29 C.F.R. § 2590.606-4(b)(4)(v) because the notice itself never actually explains how to enroll in COBRA, nor does it bother including a physical election form (both of which the model Department of Labor form includes). Instead, Defendant's COBRA enrollment notice merely directs plan participants to a "catch-all" general H.R. phone number to enroll in COBRA, and website, operated by a third-party guised as Target's HR department, rather than explaining how to actually enroll in COBRA. But the COBRA notice contains no instructions on how to actually enroll if one calls the phone number, or when one visits the website.

5. Additionally, Defendant's COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(xii) because the COBRA notice itself fails to include an address indicating where COBRA payments should be mailed. It also violates 29 C.F.R. § 2590.606-4(b)(4)(i) because the COBRA enrollment notice fails to identify the plan administrator. And, Defendant's COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(xii) because it fails to include information on how COBRA coverage can be lost prematurely, including, for example, because of late payments. Furthermore, the COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(vi) because it fails to provide all required explanatory information.

6. Because Defendant's COBRA enrollment notice omits the above critical pieces of information, it collectively violates 29 C.F.R. § 2590.606-4(b)(4), which requires the plan administrator of a group-health plan to provide a COBRA notice "written in a manner calculated to be understood by the average plan participant." Without information on *how* to elect COBRA, or *where* to send payments, or *who* is the Plan Administrator, or *what* happens if timely payments are not made, Defendant's COBRA enrollment notice simply is not written in a manner calculated to be understood by the average plan participant.



7. To compound the confusion, Defendant sent out to Plaintiff and the putative class members a separate letter containing information on COBRA styled “Confirmation of Coverage – My Pay and Benefits”, a copy of which is attached as Exhibit B, that contains some – but not all – of the information missing from its COBRA enrollment notice. It contains no information whatsoever on how to enroll in COBRA and, while it contains some of the information missing from Exhibit A, it omits other required information that can only be found by going back and reading Exhibit A in tandem with Exhibit B (e.g., coverage end date, policy name and identification of qualifying event, etc.).

8. Simply put, Defendant’s piecemeal methodology for disseminating critical COBRA-related information does not comport with 29 C.F.R. § 2590.606–4.

9. As a result of these violations, which threaten Class Members’ ability to maintain their health coverage, Plaintiffs seek statutory penalties, injunctive relief, attorneys’ fees, costs and expenses, and other appropriate relief as set forth herein and provided by law.

### **JURISDICTION AND VENUE**

10. This is an action for damages in excess of \$15,000.00, exclusive of interest, fees, and costs.

11. This Court has personal jurisdiction over Defendant under the Florida Long Arm Jurisdiction Act, Fla. Stat. § 48.193.

12. Furthermore, this Court’s exercise of personal jurisdiction over Defendant is constitutionally sound.

13. Through its operations in Hillsborough County, Florida, Defendant has sufficient minimum contacts with the State of Florida to make it reasonably foreseeable that Defendant could be sued in Florida. Defendant will suffer no unfair prejudice from the exercise of this Court’s

personal jurisdiction, which serves the interests of justice in this case

14. Plaintiffs are Florida residents. Shawn Rigney is a former employee of Defendant and Kyle Adams his partner. Both were covered under Shawn Rigney's health plan through Defendant. Plaintiffs were thus participants/beneficiaries in the Plan before Shawn Rigney's termination on September 21, 2018 which constituted a qualifying event within the meaning of 29 U.S.C. § 1163(2), rendering them qualified beneficiaries of the Plan pursuant to 29 U.S.C. § 1167(3). Importantly, Shawn Rigney was not terminated for gross misconduct.

15. Defendant is a foreign corporation with its headquarters in Minneapolis, Minnesota but is registered to do business in the State of Florida. Defendant employed more than 20 employees who were members of the Plan in each year from 2012 to 2018. Defendant is the Plan sponsor within the meaning of 29 U.S.C. § 1002(16)(B), and the administrator of the Plan within the meaning of 29 U.S.C. § 1002(16)(A). The Plan provides medical benefits to employees and their beneficiaries, and is an employee welfare benefit plan within the meaning of 29 U.S.C. § 1002(1) and a group health plan within the meaning of 29 U.S.C. § 1167(1).

### **FACTUAL ALLEGATIONS**

#### ***COBRA Notice Requirements***

16. The COBRA amendments to ERISA included certain provisions relating to continuation of health coverage upon termination of employment or another "qualifying event" as defined by the statute.

17. Among other things, COBRA requires the plan sponsor of each group health plan normally employing more than 20 employees on a typical business day during the preceding year to provide "**each** qualified beneficiary who would lose coverage under the plan as a result of a qualifying event ... to elect, within the election period, continuation coverage under the plan." 29

U.S.C. § 1161. (Emphasis added).

18. Notice is of enormous importance. The COBRA notification requirement exists because employees are not expected to know instinctively of their right to continue their healthcare coverage.

19. Moreover, existing case law makes it ostensibly clear that notice is not only required to be delivered to covered employees but to qualifying beneficiaries, as well.

20. COBRA further requires the administrator of such a group health plan to provide notice to any qualified beneficiary of their continuation of coverage rights under COBRA upon the occurrence of a qualifying event. 29 U.S.C. § 1166(a)(4). This notice must be “[i]n accordance with the regulations prescribed by the Secretary” of Labor. 29 U.S.C. § 1166(a).

21. The relevant regulations prescribed by the Secretary of Labor concerning notice of continuation of coverage rights are set forth in 29 C.F.R. § 2590.606-4 as follows:

(4) The notice required by this paragraph (b) shall be written in a manner calculated to be understood by the average plan participant and shall contain the following information:

(i) The name of the plan under which continuation coverage is available; and the name, address and telephone number of the party responsible under the plan for the administration of continuation coverage benefits;

(ii) Identification of the qualifying event;

(iii) Identification, by status or name, of the qualified beneficiaries who are recognized by the plan as being entitled to elect continuation coverage with respect to the qualifying event, and the date on which coverage under the plan will terminate (or has terminated) unless continuation coverage is elected;

(iv) A statement that each individual who is a qualified beneficiary with respect to the qualifying event has an independent right to elect continuation coverage, that a covered employee or a qualified beneficiary who is the spouse of the covered employee (or was the spouse of the covered employee on the day before the qualifying event occurred) may elect continuation coverage on behalf of all

other qualified beneficiaries with respect to the qualifying event, and that a parent or legal guardian may elect continuation coverage on behalf of a minor child;

(v) An explanation of the plan's procedures for electing continuation coverage, including an explanation of the time period during which the election must be made, and the date by which the election must be made;

(vi) An explanation of the consequences of failing to elect or waiving continuation coverage, including an explanation that a qualified beneficiary's decision whether to elect continuation coverage will affect the future rights of qualified beneficiaries to portability of group health coverage, guaranteed access to individual health coverage, and special enrollment under part 7 of title I of the Act, with a reference to where a qualified beneficiary may obtain additional information about such rights; and a description of the plan's procedures for revoking a waiver of the right to continuation coverage before the date by which the election must be made;

(vii) A description of the continuation coverage that will be made available under the plan, if elected, including the date on which such coverage will commence, either by providing a description of the coverage or by reference to the plan's summary plan description;

(viii) An explanation of the maximum period for which continuation coverage will be available under the plan, if elected; an explanation of the continuation coverage termination date; and an explanation of any events that might cause continuation coverage to be terminated earlier than the end of the maximum period;

(ix) A description of the circumstances (if any) under which the maximum period of continuation coverage may be extended due either to the occurrence of a second qualifying event or a determination by the Social Security Administration, under title II or XVI of the Social Security Act (42 U.S.C. 401 et seq. or 1381 et seq.) (SSA), that the qualified beneficiary is disabled, and the length of any such extension;

(x) In the case of a notice that offers continuation coverage with a maximum duration of less than 36 months, a description of the plan's requirements regarding the responsibility of qualified beneficiaries to provide notice of a second qualifying event and notice of a disability determination under the SSA, along with a description of the plan's procedures for providing such notices,

including the times within which such notices must be provided and the consequences of failing to provide such notices. The notice shall also explain the responsibility of qualified beneficiaries to provide notice that a disabled qualified beneficiary has subsequently been determined to no longer be disabled;

(xi) A description of the amount, if any, that each qualified beneficiary will be required to pay for continuation coverage;

(xii) A description of the due dates for payments, the qualified beneficiaries' right to pay on a monthly basis, the grace periods for payment, the address to which payments should be sent, and the consequences of delayed payment and non-payment;

(xiii) An explanation of the importance of keeping the administrator informed of the current addresses of all participants or beneficiaries under the plan who are or may become qualified beneficiaries; and

(xiv) A statement that the notice does not fully describe continuation coverage or other rights under the plan, and that more complete information regarding such rights is available in the plan's summary plan description or from the plan administrator.

22. To facilitate compliance with these notice obligations, the United States Department of Labor (“DOL”) has issued a Model COBRA Continuation Coverage Election Notice (“Model Notice”), which is included in the Appendix to 29 C.F.R. § 2590.606-4. A copy of this Model Notice is attached hereto as Exhibit C. The DOL website states that the DOL “will consider use of the model election notice, appropriately completed, good faith compliance with the election notice content requirements of COBRA.”

23. In the event that a plan administrator declines to use the Model Notice and fails to meet the notice requirements of 29 U.S.C. § 1166 and 29 C.F.R. § 2590.606-4, the administrator is subject to statutory penalties of up to \$110 per participant or beneficiary per day from the date of such failure. 29 U.S.C. § 1132(c)(1). In addition, the Court may order such other relief as it deems proper, including but not limited to injunctive relief pursuant to 29 U.S.C. § 1132(a)(3) and payment of attorneys’ fees and expenses pursuant to 29 U.S.C. §

1132(g)(1). Such is the case here. Defendant failed to use the Model Notice and failed to meet the notice requirements of 29 U.S.C. § 1166 and 29 C.F.R. § 2590.606-4, as set forth below.

***Defendant's Notice Is Inadequate and Fails to Comply with COBRA***

24. Defendant partially adhered to the Model Notice provided by the Secretary of Labor, but only to the extent that served Defendant's best interests, as critical parts are omitted or altered in violation of 29 C.F.R. § 2590.606-4. Defendant authored and disseminated a notice deviating from the model form in violation of COBRA's requirements which failed to provide Plaintiffs notice of all required coverage information, as explained further below. A copy of Defendant's notice is attached hereto as Exhibit A. Among other things:

- a. **Defendant's COBRA enrollment notice, attached as Exhibit A, violates 29 C.F.R. § 2590.606-4(b)(4)(v) because the notice itself never actually explains how to enroll in COBRA, nor does it bother including a physical election form (both of which the model Department of Labor form includes);**
- b. **The COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(xii) because it fails to provide the address to which payments should be sent;**
- c. **The COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(xii) because it fails to include information stating that a participant may prematurely lose COBRA coverage (if, for instance, the participant becomes covered under another group health plan, becomes Medicare eligible or fails to make timely payment);**
- d. **The COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(vi) because it fails to provide all required explanatory information. There is no explanation that a qualified beneficiary's decision whether to elect continuation coverage will affect the future rights of qualified beneficiaries to portability of group health coverage, guaranteed access to individual health coverage, and special enrollment under part 7 of title I of the Act.**
- e. **The COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(i) because it fails to provide the name, address and telephone number of the party responsible under the plan for administration of continuation coverage benefits; and, finally,**

- f. The COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4) because Defendant has failed to provide a notice written in a manner calculated to be understood by the average plan participant.**

25. Defendant's COBRA notice confused Plaintiffs and resulted in their inability to make an informed decision as to electing COBRA continuation coverage. Defendant's attempt to cure the above deficiencies with a separate letter, attached as Exhibit B, only adds to the confusion. As a result of receiving the COBRA enrollment notice, and the separate letter attached as Exhibit B, Plaintiffs could not make an informed decision about their health insurance and lost health coverage.

26. Furthermore, Defendant's deficient COBRA notice caused Plaintiffs an informational injury when Defendant failed to provide her with information to which he was entitled to by statute, namely a compliant COBRA election notice containing all information required by 29 C.F.R. § 2590.606-4(b)(4) and 29 U.S.C. § 1166(a). Through ERISA and then COBRA, Congress created a right—the right to receive the required COBRA election notice—and an injury—not receiving a proper election notice with information required by 29 C.F.R. § 2590.606-4(b)(4) and 29 U.S.C. § 1166(a). Defendant injured Plaintiffs and the class members he represents by failing to provide all information in its notice required by COBRA.

27. Besides the informational injury suffered, Plaintiffs also suffered a tangible injury in the form of economic loss, specifically the loss of insurance coverage and incurred medical bills, due to Defendant's deficient COBRA election notice. Besides a paycheck, insurance is one of the most valuable things employees get in exchange for working for an employer like Defendant. Insurance coverage has a monetary value, the loss of which is a tangible and an economic injury.

28. And, not only did Plaintiffs lose their insurance coverage (which they still lack as of the date this lawsuit was filed), during that time they incurred medical bills resulting in

further economic injury, including as a result of a multiple doctor and follow-up visits related to Shawn Rigney's injury sustained while working for Defendant..

***Plaintiff Shawn Rigney and Plaintiff Kyle Adams***

29. Plaintiff Shawn Rigney is former employee of Defendant and was a participant in Defendant's health plan. Plaintiff Kyle Adams is his partner and was also covered under Mr. Rigney's health plan, making him a plan participant/beneficiary.

30. Plaintiff Shawn Rigney's employment was terminated on September 21, 2018. Importantly, he was not terminated for gross misconduct.

31. Thus, when Mr. Rigney was terminated both Plaintiffs experienced a qualifying event (termination of employment) on September 21, 2018.

32. Following this qualifying event, Defendant mailed Plaintiffs the deficient COBRA enrollment notice attached hereto as Exhibit A on September 24, 2018. Also, on September 24, 2018, Defendant mailed to Plaintiffs the attached "Confirmation of Coverage – My Pay and Benefits", a copy of which is attached as Exhibit B, containing some – but not all – of the information missing from its COBRA enrollment notice.

33. The deficient COBRA notice that Plaintiffs received was violative of COBRA's mandates for the reasons set forth in Paragraph 24 above (among other reasons).

34. Defendant has in place no administrative remedies Plaintiffs were required to exhaust prior to bringing suit.

35. Additionally, because no such administrative remedies exist, any attempt to exhaust the same would have been futile.

***Violation of 29 C.F.R. 29 C.F.R. § 2590.606-4(b)(4)(v)  
Failure to explain how to enroll in COBRA***

36. The governing statute clearly requires that "[t]he notice ... shall be written in a



manner calculated to be understood by the average plan participant and shall contain the following information:...(v) [a]n explanation of the plan's procedures for electing continuation coverage, including an explanation of the time period during which the election must be made, and the date by which the election must be made.” 29 C.F.R. § 2590.606-4(b)(4)(v).

37. As a threshold matter, Defendant’s COBRA enrollment notice, Exhibit A, fails to adequately explain the procedures for electing coverage. Likewise, Exhibit B contains no information on how to enroll in COBRA.

38. Instead, Defendant’s COBRA enrollment notice merely directs plan participants to a general phone number, and website, rather than explaining how to actually enroll in COBRA. To further compound the confusion, the Target COBRA enrollment notice contains no instructions on how to actually enroll if one calls the phone number, or visits the website. The telephone number provided by Pepsi in its COBRA enrollment notice is a “catch-all” number individuals can call with questions about anything benefit-related, including retirement funds, etc., as is the website.

39. This “catch-all” number is actually a phone number to a third-party administrator, (an entity never identified in the COBRA notice), as is the website.

40. A “catch-all” number provided by Defendant and then routed to a third-party call center designed to answer anything HR-related simply cannot meet the strict informational statutory requirements of 29 C.F.R. § 2590.606-4(b)(4)(v) required of all COBRA notices as to enrollment. The same is true as to the generic website link provided. Merely directing individuals to a website link and assuming he/she will be able to figure out how to enroll in COBRA once the website is visited simply is very different than actually explaining how to enroll in COBRA.

41. Unlike the Target COBRA notice, the Model DOL notice provides a near fool-

proof way to elect COBRA coverage by providing a physical election form to mail in, the date it is due, the name and address to where election forms should be sent, spaces for the names, social security numbers, and type of coverage elected by each plan participant or beneficiary. (Exhibit B, p. 7).

42. Target's COBRA enrollment notice simply does not contain "an explanation of the plan's procedures for electing continuation coverage, including an explanation of the time period during which the election must be made, and the date by which the election must be made" as required by 29 C.F.R. § 2590.606-4(b)(4)(v). Merely telling Plaintiffs and the putative class members to call a generic 1-800 number operated by a third-party and hope they are able to figure out how to enroll after they call is not what is legally required in a COBRA notice. Instead, the notice itself must contain information on how to enroll. Target's simply does not.

***Violation of 29 C.F.R. § 2590.606-4(b)(4)(xii) – Failure to provide the address to which payments should be sent***

43. Defendant is specifically required to include in its notice the address to which payments should be sent. 29 C.F.R. § 2590.606-4(b)(4)(xii).

44. The COBRA enrollment notice provided to Plaintiff states "Once enrolled, you'll receive your first bill for the cost of continuing coverage from the date your coverage ended through the end of the month in which you make your COBRA/continuation coverage election. You must submit your first payment within 45 days of when you elected COBRA/continuation coverage." (Exhibit A, p. 4). Remarkably, however, the notice fails to actually state where payments are to be sent. This is a per se violation of 29 C.F.R. § 2590.606-4(b)(4)(xii), which on its face requires all COBRA notices include "the address to which payments should be sent." Defendant's attempt to cure this deficiency by providing a mailing address for payment in Exhibit B only demonstrates that Defendant knows this information

must be disclosed. But this piecemeal strategy for separating COBRA information does not comport with the law. Rather, as demonstrated by the Model DOL COBRA notice, which is a single cohesive document, 29 C.F.R. § 2590.606-4(b)(4)(xii) contemplates providing the statutorily required information in “a” COBRA notice (singular) rather than in multiple documents which must be read in conjunction with one another for plan participants/beneficiaries to glean the necessary information from.

45. Without this information Plaintiffs are left ready and willing, but unable, to properly enroll and maintain continuation coverage.

46. A misrepresentation is material if there is a substantial likelihood that it would mislead a reasonable employee in making an adequately informed decision. Without knowing where to send payment, Plaintiffs were misled as to how to enroll in COBRA.

47. Because of the foregoing deficiencies, Defendant’s COBRA notice is insufficient. Defendant has misled Plaintiffs about the material parameters and procedures surrounding their right to elect Cobra coverage, failing to comply with the requirements made clear by the Code of Federal Regulations.

***Violation of 29 C.F.R. § 2590.606-4(b)(4)(xii) – Failure to Include Information On Prematurely Losing COBRA coverage***

48. Defendant is specifically required to include in its notice the consequences of delayed payment and non-payment, as well as information on what happens if a participant becomes covered under another group health plan, becomes Medicare eligible. 29 C.F.R. § 2590.606-4(b)(4)(xii).

49. Defendant’s COBRA enrollment notice fails to include this information. This is particularly problematic here considering that the enrollment notice also fails to include where to mail payment. Thus, not only were Plaintiffs and the putative class members not provided with

information on where to send payment, they were deprived of the statutorily-required information on the consequences of not making the timely payments for which they had no mailing address. Providing this information piece-meal in a separate follow-up letter, Exhibit B, does not comport with the law as Plaintiff and the putative class members should not be required to read multiple letters in conjunction with each other in order to understand their rights, including where to send payment.

***Violation of 29 C.F.R. § 2590.606-4(b)(4)(vi) – Failure to Include Explanatory Information***

50. Defendant's COBRA enrollment notice violates 29 C.F.R. § 2590.606-4(b)(4)(vi) because it fails to provide all required explanatory information. For example, there is simply no explanation that a qualified beneficiary's decision whether to elect continuation coverage will affect the future rights of qualified beneficiaries to portability of group health coverage, guaranteed access to individual health coverage, and special enrollment under part 7 of title I of the Act.

***Violation of 29 C.F.R. § 2590.606-4(b)(4)(i) – Failure to Identify Plan Administrator***

51. Plaintiffs were unable -- based on the Notice -- to ascertain the name, address and telephone number of the party responsible under the plan for the administration of continuation coverage benefits.

52. Defendant was required to provide "in a manner calculated to be understood by the average plan participant ... the name, address and telephone number of the party responsible under the plan for administration of continuation coverage benefits." 29 C.F.R. § 2590.606-4(b)(4)(i). Defendant's Notice fails to comply with this straightforward requirement. Nor does Exhibit B contain this information.

53. Identifying who acted as the Plan Administrator is absolutely critical to know because "the plan administrator bears the burden of proving that adequate COBRA notification

was given to the employee.” *Griffin v. Neptune Tech. Group*, 2015 U.S. Dist. LEXIS 48000, 2015 WL 1635939, \*9 (M.D. Ala. Apr. 13, 2015); (citing to *Hoffman v. R.F. Group*, 2015 U.S. Dist. LEXIS 88598, \*12, 2015 WL 4139084 (M.D. Fla. May 20, 2015)). Target’s notice omits this critical and legally required information. This is particularly confusing in this case because while Plaintiff Shawn Rigney’s pay stubs indicate he was employed by “Target Corporation” the COBRA documentation Plaintiffs received are from Defendant, “Pay and Benefits”.

***Violation of 29 C.F.R. § 2590.606-4(b)(4) – Failure to Provide COBRA Notice Written in a Manner Calculated “To Be Understood By the Average Plan Participant”***

54. By failing to adequately explain the procedures for electing coverage, as required by 29 C.F.R. § 2590.606-4(b)(4)(v), coupled with the complete omission of how to actually enroll in COBRA, where to send payment, the consequences for untimely payments, failure to include all required explanatory information, and even who the Plan Administrator is/was, Defendant cumulatively violated 29 C.F.R. § 2590.606- 4(b)(4). This particular section mandates that employers, like Defendant, must provide a notice of continuation coverage written in a manner calculated “to be understood by the average plan participant.” Without the aforementioned critical pieces of, Defendant’s COBRA notice cannot be said to be written in a manner calculated “to be understood by the average plan participant.” Thus, Defendant violated 29 C.F.R. § 2590.606-4(b)(4)(v).

**CLASS ACTION ALLEGATIONS**

55. Plaintiffs bring this action as a class action pursuant to the Florida Rules of Civil Procedure on behalf of the following persons:

**All participants and beneficiaries in the Defendant’s Health Plan who were sent a COBRA notice by Defendant, in the form attached as Exhibit A, during the applicable statute of limitations period as a result of a qualifying event, as determined by Defendant’s records, and did not elect continuation coverage.**

56. No administrative remedies exist as a prerequisite to Plaintiffs' claims on behalf of the Putative Class. As such, any efforts related to exhausting such non-existent remedies would be futile.

57. Numerosity: The Class is so numerous that joinder of all Class members is impracticable. On information and belief, hundreds or thousands of individuals satisfy the definition of the Class.

58. Typicality: Plaintiffs' claims are typical of the Class. The COBRA notice that Defendant sent to Plaintiffs was a form notice that was uniformly provided to all Class members. As such, the COBRA notice that Plaintiffs received were typical of the COBRA notices that other Class Members received and suffered from the same deficiencies.

59. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Class members, he has no interests antagonistic to the class, and has retained counsel experienced in complex class action litigation.

60. Commonality: Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class, including but not limited to:

- a. Whether the Plan is a group health plan within the meaning of 29 U.S.C. § 1167(1).
- b. Whether Defendant's COBRA notice complied with the requirements of 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4;
- c. Whether statutory penalties should be imposed against Defendant under 29 U.S.C. § 1132(c)(1) for failing to comply with COBRA notice

requirements, and if so, in what amount;

- d. The appropriateness and proper form of any injunctive relief or other equitable relief pursuant to 29 U.S.C. § 1132(a)(3); and
- e. Whether (and the extent to which) other relief should be granted based on Defendant's failure to comply with COBRA notice requirements.

61. Class Members do not have an interest in pursuing separate individual actions against Defendant, as the amount of each Class Member's individual claims is relatively small compared to the expense and burden of individual prosecution. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant's practices and the adequacy of its COBRA notice. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Class Members' claims in a single action.

62. Plaintiffs intend to send notice to all Class Members to the extent required the Florida Rules of Civil Procedure. The names and addresses of the Class Members are available from Defendant's records, as well as from Defendant's third-party administrator, Alight.

**CLASS CLAIM I FOR RELIEF**

***Violation of 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4***

63. The Plan is a group health plan within the meaning of 29 U.S.C. § 1167(1).

64. Defendant is the sponsor and administrator of the Plan and was subject to the continuation of coverage and notice requirements of COBRA.

65. Plaintiffs and the other members of the Class experienced a "qualifying event" as defined by 29 U.S.C. § 1163, and Defendant was aware that they had experienced such a qualifying event.

66. On account of such qualifying event, Defendant sent Plaintiffs and the Class Members a COBRA notice in the form attached hereto as Exhibit A.

67. The COBRA notice that Defendant sent to Plaintiffs and other Class Members violated 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4 for the reasons set forth in Paragraph 24 above (among other reasons). These documents are attached as Exhibits A and B.

68. These violations were material and willful.

69. Defendant knew that its notice was inconsistent with the Secretary of Labor's Model Notice and failed to comply with 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4, but chose to use a non-compliant notice in deliberate or reckless disregard of the rights of Plaintiffs and other Class Members.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, individually and on behalf of the Class, pray for relief as follows:

- a. Designating Plaintiffs' counsel as counsel for the Class;
- b. Issuing proper notice to the Class at Defendant's expense;
- c. Declaring that the COBRA notice sent by Defendant to Plaintiffs and other Class Members violated 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4;
- d. Awarding appropriate equitable relief pursuant to 29 U.S.C. § 1132(a)(3), including but not limited to an order enjoining Defendant from continuing to use its defective COBRA notice and requiring Defendant to send corrective notices;
- e. Awarding statutory penalties to the Class pursuant to 29 U.S.C. § 1132(c)(1) and 29 C.F.R. § 2575.502c-1 in the amount of \$110 per day for each Class Member who was sent a defective COBRA notice by Defendant;



f. Awarding attorneys' fees, costs and expenses to Plaintiffs' counsel as provided by 29 U.S.C. § 1132(g)(1) and other applicable law; and

g. Granting such other and further relief, in law or equity, as this Court deems appropriate.

h. Designating Plaintiffs' counsel as counsel for the Class;

i. Issuing proper notice to the Class at Defendant's expense;

j. Declaring that the COBRA notice sent by Defendant to Plaintiffs and other Class Members violated 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4;

k. Awarding appropriate equitable relief pursuant to 29 U.S.C. § 1132(a)(3), including but not limited to an order enjoining Defendant from continuing to use its defective COBRA notice and requiring Defendant to send corrective notices;

l. Awarding statutory penalties to the Class pursuant to 29 U.S.C. § 1132(c)(1) and 29 C.F.R. § 2575.502c-1 in the amount of \$110 per day for each Class Member who was sent a defective COBRA notice by Defendant;

m. Awarding attorneys' fees, costs and expenses to Plaintiffs' counsel as provided by 29 U.S.C. § 1132(g)(1) and other applicable law; and

n. Granting such other and further relief, in law or equity, as this Court deems appropriate.

Dated this 15<sup>th</sup> day of May, 2019.

Respectfully submitted,

/s/ Chad A. Justice

**CHAD A. JUSTICE**

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**Attorneys for Plaintiffs**



Statement Date: September 24, 2018

[www.targetpayandbenefits.com](http://www.targetpayandbenefits.com)

V003744

SHAWN D. RIGNEY AND FAMILY

**Target Benefits Center**

800-828-5850

between 9 a.m. and 7 p.m., Central time,  
Monday through Friday**Hablamos Español:** Para información  
de beneficios, llama al 800-828-5850.

## COBRA Enrollment Notice - My Pay & Benefits

This notice contains important information about your right to continue your Target health coverage, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace at [www.HealthCare.gov](http://www.HealthCare.gov) or by calling 1-800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information contained in this notice very carefully and keep it for your records.

As a result of your benefit status change on **September 29, 2018**, your current group health plan coverage ends as listed in the following table. You may choose to remain covered under your current group health plan for up to **18 months**. This coverage is provided through the Consolidated Omnibus Budget Reconciliation Act and is often referred to as "COBRA" coverage.

If elected, COBRA continuation coverage will begin as listed below.

Group Health Plan	Coverage End Date	COBRA Coverage Begin Date
Medical	09-29-2018	09-30-2018
Vision Eyewear Plan	09-29-2018	09-30-2018
Dental	09-29-2018	09-30-2018

The cost of COBRA continuation coverage depends on the coverage you select and whom you cover. Detailed cost information is provided in the Group Health Coverage section of this notice.



## Enrollment

To enroll in COBRA coverage, access [www.targetpayandbenefits.com](http://www.targetpayandbenefits.com) or call the Target Benefits Center at **800-828-5850** no later than **December 4, 2018**. You can enroll yourself and your covered family members. If you do not enroll within that timeframe, you forfeit your rights to COBRA coverage. No exceptions to this election deadline will be allowed.

Each qualified beneficiary has a separate right to elect COBRA continuation coverage. The Family Information page lists each of your covered family members and indicates which individuals are qualified beneficiaries.

## Group Health Coverage

Below are the coverage options available to you and the monthly cost of each option for the remainder of the current plan year. The Family Information section of this notice lists your dependents currently on file. Only those dependents who were covered prior to the qualifying event may continue coverage under a particular group health plan.

■ Medical					
		Coverage Category			
Option		1 TM Only	2 TM + Spouse/ DP	3 TM + Child(ren)	4 TM + Family
0	No Coverage	\$0.00	\$0.00	\$0.00	\$0.00
10	UnitedHealthcare HRA	\$418.04	\$1,212.36	\$794.32	\$1,254.18

■ Vision Eyewear Plan					
		Coverage Category			
Option		1 TM Only	2 TM + Spouse/ DP	3 TM + Child(ren)	4 TM + Family
0	No Coverage	\$0.00	\$0.00	\$0.00	\$0.00
99	Vision Eyewear Plan	\$4.91	\$14.19	\$9.28	\$14.67

■ Dental		Coverage Category			
Option		1 TM Only	2 TM + Spouse/ DP	3 TM + Child(ren)	4 TM + Family
0	No Coverage	\$0.00	\$0.00	\$0.00	\$0.00
6	Enhanced Dental	\$33.46	\$76.95	\$71.91	\$128.14

### Events That May Change Continued Coverage

Once your COBRA coverage begins, you may be able to change your COBRA coverage elections based on plan rules if you experience a qualified change in status. You must notify the Target Benefits Center by calling **800-828-5850** within 30 days of the qualified change in status to change your COBRA coverage. See your Summary Plan Description for detailed information on allowable changes in status. Adding family members to COBRA coverage may result in a higher premium for this additional coverage.

You may also change COBRA coverage if a child is born to the covered employee or placed for adoption with the covered employee during the 18-, 29-, or 36-month continuation period. In such case, you must notify the Target Benefits Center by calling **800-828-5850** within 30 days of the birth or placement to cover the new dependent as a qualified beneficiary under COBRA. There may be a higher premium for this additional coverage.

### When Coverage Ends

COBRA coverage will end automatically as detailed below:

Group Health Plan	COBRA Coverage End Date
Medical	03-29-2020
Vision Eyewear Plan	03-29-2020
Dental	03-29-2020

In addition, COBRA coverage will end if any of the following situations occur:

- Target stops providing group health benefits
- Premiums are not paid within 30 days of the due date (with the exception of the initial premium, which is due within 45 days of your election date)
- A person eligible for continued benefits becomes covered under any other group health plan or becomes entitled to Medicare. If you or a qualified beneficiary subsequently becomes covered under another group health plan or entitled to Medicare, immediately call the Target Benefits Center at **1-800-828-5850**.



**Billing Information**

Once enrolled, you'll receive your first bill for COBRA coverage from the date your active coverage ended through the end of the month in which you make your COBRA election. You must submit your first payment within 45 days of when you elected COBRA coverage.

After your first payment, you'll be billed each month. Monthly payments are due on the first day of each month. If you fail to submit monthly payments within 30 days of the due date, your coverage will end retroactive to the last paid through date. Coverage can't be reinstated. All valid payments received will be applied. Any payments received after the coverage was dropped will be refunded and won't extend your coverage.

**Other Coverage Options**

There may be other coverage, more affordable coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period", even if the plan generally does not accept late enrollees. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage, you may pay more out of pocket than you would under COBRA, because the new coverage may impose a new deductible.

When you lose employer-based health coverage, it's important that you choose carefully between COBRA continuation coverage and other coverage options, because once you've made your choice, it can be difficult or impossible to switch to another coverage option.

More information on health insurance options through the Marketplace can be found at [www.HealthCare.gov](http://www.HealthCare.gov).

**Address Information**

Be sure to keep your current address information up to date with the Target Benefits Center by updating on [www.targetpayandbenefits.com](http://www.targetpayandbenefits.com) or by calling **800-828-5850**. Doing so is the only way to ensure that important benefit information will reach you.

**For More Information**

If you need additional information, access [www.targetpayandbenefits.com](http://www.targetpayandbenefits.com) or call the Target Benefits Center toll-free at **800-828-5850**. Outside the United States, call **+1-847-883-0433**. Target Customer Service Representatives are available between 9 a.m. and 7 p.m., Central time, Monday through Friday.

**Hablamos Español:** Para información de beneficios, llama al **800-828-5850**.

## Family Information

Below is the information on file for you and your dependents. To protect your privacy, Social Security numbers aren't shown. The Qualified Beneficiary row indicates dependents who are considered qualified beneficiaries. Qualified beneficiaries have independent COBRA election rights and can elect to continue group health plan coverage for themselves if you decline coverage.

■ Person Information		
	You	Dependent No. 1
<b>Name</b>	Shawn D. Rigney	Kyle G. Adams
<b>Birth Date</b>	03-18-1988	05-17-1990
<b>Gender</b>	Male	Male
<b>Relationship</b>	--	DomesticPartner
<b>Disabled Dependent</b>	--	
<b>Qualified Beneficiary</b>	--	No

■ Coverage Information		
	You	Dependent No. 1
<b>Medical</b>	Yes	No
<b>Vision Eyewear Plan</b>	Yes	No
<b>Dental</b>	Yes	No









Statement Date: September 24, 2018

[www.targetpayandbenefits.com](http://www.targetpayandbenefits.com)

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SHAWN D. RIGNEY

**Target Benefits Center**

800-828-5850

between 9 a.m. and 7 p.m., Central time,  
Monday through Friday**Hablamos Español:** Para información  
de beneficios, llama al 800-828-5850.

## Confirmation of Coverage - My Pay & Benefits

As a result of your termination, your benefit coverage was cancelled as detailed below.

### Coverage That Ends

Your coverage under the following benefit plans ends on the dates listed below:

	Coverage End Date
■ <b>Medical</b>	
Option 10 -- UnitedHealthcare HRA	09-29-2018
Coverage Category 1 -- TM Only	
■ <b>Critical Illness</b>	
Option 1 -- Critical Illness	09-29-2018
Coverage Category -- TM Only	
Tobacco User Status -- Tobacco Free	
■ <b>Hospital Indemnity</b>	
Option 0 -- No Coverage	09-29-2018
Coverage Category -- No Coverage	

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## Confirmation of Coverage

Page 2

	Coverage End Date
<b>■ Accident</b>	
Option 0 -- No Coverage	09-29-2018
Coverage Category -- No Coverage	
<b>■ Vision Eyewear Plan</b>	
Option 99 -- Vision Eyewear Plan	09-29-2018
Coverage Category 1 -- TM Only	
<b>■ Dental</b>	
Option 6 -- Enhanced Dental	09-29-2018
Coverage Category 1 -- TM Only	
<b>■ Health Care Flexible Spending Account</b>	
Annual Contribution - \$0.00	09-29-2018
<b>■ Company-Paid Life Insurance</b>	
Target provided you with 1 x Annual Pay (\$62,000.00) at no cost.	09-29-2018
<b>■ Supplemental Life Insurance</b>	
Option 0 -- No Coverage	09-29-2018
Tobacco User Status -- Tobacco Free	
<b>■ Spouse/Domestic Partner Life Insurance</b>	
Option 0 -- No Coverage	09-29-2018
<b>■ Dependent Life Insurance</b>	
Option 0 -- No Coverage	09-29-2018
<b>■ Short-term Disability</b>	
Target provided you with Short-term Disability coverage at no cost.	09-29-2018
<b>■ Long-term Disability</b>	
Option 1 -- LTD Exempt	09-29-2018
Tobacco User Status -- Tobacco Free	



## Confirmation of Coverage

Page 3

	Coverage End Date
■ <b>Identity Theft</b>	
Option 0 -- No Coverage	09-29-2018
Coverage Category -- No Coverage	
■ <b>Group Legal</b>	
Option 1 -- Single Coverage	09-29-2018
■ <b>Daycare Flexible Spending Account</b>	
Annual Contribution - \$0.00	09-29-2018

**COBRA**

If you were covered by the group health plan, you may be able to continue that coverage for yourself and any covered dependents through COBRA. COBRA is a federal law that requires employers to offer covered plan participants the opportunity to continue their health care coverage in a number of situations that ordinarily end coverage. You'll receive COBRA enrollment information that describes the coverage you may continue and the cost of that coverage.

**Claims and Appeals**

This decision was based on the information you provided and plan provisions. If you disagree, you're entitled to have the decision reviewed by initiating a claim. You may refer to the Plan's Summary Plan Description for an explanation of the claims and appeals procedures. To initiate a claim, you or your authorized representative should contact the Target Benefits Center. A Target Customer Service Representative will provide you with all the necessary information regarding how to submit this request in writing to Claims and Appeals Management. Your request should include your name, address, date of birth, an explanation of the reason you believe this decision is incorrect, as well as the issues and comments you would like to have considered. Include a copy of this notice and any supporting documentation with your request.

You must submit your written request to initiate a claim within the time provided by the Plan. Ordinarily, you'll receive notification of the claim determination within the time period allowed by ERISA (Employee Retirement Income Security Act of 1974). If special circumstances require an extension of time to make a determination, you'll receive written notice.

**For More Information**

If you need additional information, access [www.targetpayandbenefits.com](http://www.targetpayandbenefits.com) or call the Target Benefits Center toll-free at **800-828-5850**. Outside the United States, call **+1-847-883-0433**. Target Customer Service Representatives are available between 9 a.m. and 7 p.m., Central time, Monday through Friday.

**Hablamos Español:** Para información de beneficios, llama al **800-828-5850**.

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## Confirmation of Coverage

Page 4

**Family Information**

Below is the information on file for you and your dependents.

■ Person Information		
	You	Dependent No. 1
<b>Name</b>	Shawn D. Rigney	Kyle G. Adams
<b>Birth Date</b>	03-18-1988	05-17-1990
<b>Gender</b>	Male	Male
<b>Relationship</b>	--	DomesticPartner
<b>Disabled Dependent</b>	--	

■ Coverage Information		
	You	Dependent No. 1
<b>Medical</b>	Yes	No
<b>Critical Illness</b>	Yes	No
<b>Hospital Indemnity</b>	No	No
<b>Accident</b>	No	No
<b>Vision Eyewear Plan</b>	Yes	No
<b>Active Dental</b>	Yes	No
<b>Spouse/DP Life Insurance</b>	No	No
<b>Dependent Life Insurance</b>	No	
<b>Identity Theft</b>	No	No

**Model COBRA Continuation Coverage Election Notice**  
**Instructions**

The Department of Labor has developed a model Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation coverage election notice that the Plan may use to provide the election notice. To use this model election notice properly, the Plan Administrator must fill in the blanks with the appropriate plan information. The Department considers use of the model election notice to be good faith compliance with the election notice content requirements of COBRA. The use of the model notices isn't required. The model notices are provided to help facilitate compliance with the applicable notice requirements.

**NOTE:** Plans do *not* need to include this instruction page with the model election notice.

**Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately four minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebssa.opr@dol.gov](mailto:ebssa.opr@dol.gov) and reference the OMB Control Number 1210-0123.

OMB Control Number 1210-0123 (expires 12/31/2019)]

**Model COBRA Continuation Coverage Election Notice**  
**(For use by single-employer group health plans)**

**IMPORTANT INFORMATION: COBRA Continuation Coverage and other Health Coverage Alternatives**

[Enter date of notice]

Dear: [Identify the qualified beneficiary(ies), by name or status]

**This notice has important information about your right to continue your health care coverage in the [enter name of group health plan] (the Plan), as well as other health coverage options that may be available to you, including coverage through the Health Insurance Marketplace at [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information in this notice very carefully before you make your decision. If you choose to elect COBRA continuation coverage, you should use the election form provided later in this notice.**

**Why am I getting this notice?**

You're getting this notice because your coverage under the Plan will end on [enter date] due to [check appropriate box]:

- |  |   |
|--|---|
| <input type="checkbox"/> End of employment       | <input type="checkbox"/> Reduction in hours of employment |
| <input type="checkbox"/> Death of employee       | <input type="checkbox"/> Divorce or legal separation      |
| <input type="checkbox"/> Entitlement to Medicare | <input type="checkbox"/> Loss of dependent child status   |

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health care coverage through COBRA continuation coverage when there's a "qualifying event" that would result in a loss of coverage under an employer's plan.

**What's COBRA continuation coverage?**

COBRA continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries who aren't getting continuation coverage. Each "qualified beneficiary" (described below) who elects COBRA continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan.

**Who are the qualified beneficiaries?**

Each person ("qualified beneficiary") in the category(ies) checked below can elect COBRA continuation coverage:



- ☐ Employee or former employee
- ☐ Spouse or former spouse
- ☐ Dependent child(ren) covered under the Plan on the day before the event that caused the loss of coverage
- ☐ Child who is losing coverage under the Plan because he or she is no longer a dependent under the Plan

**Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage you may pay more out of pocket than you would under COBRA because the new coverage may impose a new deductible.

When you lose job-based health coverage, it's important that you choose carefully between COBRA continuation coverage and other coverage options, because once you've made your choice, it can be difficult or impossible to switch to another coverage option.

**If I elect COBRA continuation coverage, when will my coverage begin and how long will the coverage last?**

If elected, COBRA continuation coverage will begin on *[enter date]* and can last until *[enter date]*.

*[Add, if appropriate: You may elect any of the following options for COBRA continuation coverage: [list available coverage options].*

Continuation coverage may end before the date noted above in certain circumstances, like failure to pay premiums, fraud, or the individual becomes covered under another group health plan.

**Can I extend the length of COBRA continuation coverage?**

If you elect continuation coverage, you may be able to extend the length of continuation coverage if a qualified beneficiary is disabled, or if a second qualifying event occurs. You must notify *[enter name of party responsible for COBRA administration]* of a disability or a second qualifying event within a certain time period to extend the period of continuation coverage. If you don't provide notice of a disability or second qualifying event within the required time period, it will affect your right to extend the period of continuation coverage.

For more information about extending the length of COBRA continuation coverage visit <http://www.dol.gov/ebsa/publications/cobraemployee.html>.

### **How much does COBRA continuation coverage cost?**

COBRA continuation coverage will cost: *[enter amount each qualified beneficiary will be required to pay for each option per month of coverage and any other permitted coverage periods.]*

Other coverage options may cost less. If you choose to elect continuation coverage, you don't have to send any payment with the Election Form. Additional information about payment will be provided to you after the election form is received by the Plan. Important information about paying your premium can be found at the end of this notice.

**You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage.** You can learn more about the Marketplace below.

### **What is the Health Insurance Marketplace?**

The Marketplace offers "one-stop shopping" to find and compare private health insurance options. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums and cost-sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance, and copayments) right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Through the Marketplace you'll also learn if you qualify for free or low-cost coverage from Medicaid or the Children's Health Insurance Program (CHIP). You can access the Marketplace for your state at [www.HealthCare.gov](http://www.HealthCare.gov).

Coverage through the Health Insurance Marketplace may cost less than COBRA continuation coverage. Being offered COBRA continuation coverage won't limit your eligibility for coverage or for a tax credit through the Marketplace.

### **When can I enroll in Marketplace coverage?**

You always have 60 days from the time you lose your job-based coverage to enroll in the Marketplace. That is because losing your job-based health coverage is a "special enrollment" event. **After 60 days your special enrollment period will end and you may not be able to enroll, so you should take action right away.** In addition, during what is called an "open enrollment" period, anyone can enroll in Marketplace coverage.

To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit [www.HealthCare.gov](http://www.HealthCare.gov).

**If I sign up for COBRA continuation coverage, can I switch to coverage in the Marketplace? What about if I choose Marketplace coverage and want to switch back to COBRA continuation coverage?**



If you sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through something called a “special enrollment period.” But be careful though - if you terminate your COBRA continuation coverage early without another qualifying event, you’ll have to wait to enroll in Marketplace coverage until the next open enrollment period, and could end up without any health coverage in the interim.

Once you’ve exhausted your COBRA continuation coverage and the coverage expires, you’ll be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended.

If you sign up for Marketplace coverage instead of COBRA continuation coverage, you cannot switch to COBRA continuation coverage under any circumstances.

### **Can I enroll in another group health plan?**

You may be eligible to enroll in coverage under another group health plan (like a spouse’s plan), if you request enrollment within 30 days of the loss of coverage.

If you or your dependent chooses to elect COBRA continuation coverage instead of enrolling in another group health plan for which you’re eligible, you’ll have another opportunity to enroll in the other group health plan within 30 days of losing your COBRA continuation coverage.

### **What factors should I consider when choosing coverage options?**

When considering your options for health coverage, you may want to think about:

- **Premiums:** Your previous plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse’s plan or through the Marketplace, may be less expensive.
- **Provider Networks:** If you’re currently getting care or treatment for a condition, a change in your health coverage may affect your access to a particular health care provider. You may want to check to see if your current health care providers participate in a network as you consider options for health coverage.
- **Drug Formularies:** If you’re currently taking medication, a change in your health coverage may affect your costs for medication – and in some cases, your medication may not be covered by another plan. You may want to check to see if your current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If you lost your job and got a severance package from your former employer, your former employer may have offered to pay some or all of your COBRA payments for a period of time. In this scenario, you may want to contact the Department of Labor at 1-866-444-3272 to discuss your options.
- **Service Areas:** Some plans limit their benefits to specific service or coverage areas – so if you move to another area of the country, you may not be able to use your benefits. You may want to see if your plan has a service or coverage area, or other similar limitations.

- Other Cost-Sharing: In addition to premiums or contributions for health coverage, you probably pay copayments, deductibles, coinsurance, or other amounts as you use your benefits. You may want to check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

### **For more information**

This notice doesn't fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from the Plan Administrator.

If you have questions about the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, contact [*enter name of party responsible for COBRA administration for the Plan, with telephone number and address*].

For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at <http://www.dol.gov/ebsa> or call their toll-free number at 1-866-444-3272. For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit [www.HealthCare.gov](http://www.HealthCare.gov).

### **Keep Your Plan Informed of Address Changes**

To protect your and your family's rights, keep the Plan Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy of any notices you send to the Plan Administrator.

### COBRA Continuation Coverage Election Form

**Instructions:** To elect COBRA continuation coverage, complete this Election Form and return it to us. Under federal law, you have 60 days after the date of this notice to decide whether you want to elect COBRA continuation coverage under the Plan.

Send completed Election Form to: *[Enter Name and Address]*

This Election Form must be completed and returned by mail *[or describe other means of submission and due date]*. If mailed, it must be post-marked no later than *[enter date]*.

If you don't submit a completed Election Form by the due date shown above, you'll lose your right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you submit a completed Election Form before the due date. However, if you change your mind after first rejecting COBRA continuation coverage, your COBRA continuation coverage will begin on the date you submit the completed Election Form.

Read the important information about your rights included in the pages after the Election Form.

I (We) elect COBRA continuation coverage in the *[enter name of plan]* (the Plan) listed below:

Name	Date of Birth	Relationship to Employee	SSN (or other identifier)
------	---------------	--------------------------	---------------------------

a. \_\_\_\_\_

*[Add if appropriate: Coverage option elected: \_\_\_\_\_]*

b. \_\_\_\_\_

*[Add if appropriate: Coverage option elected: \_\_\_\_\_]*

c. \_\_\_\_\_

*[Add if appropriate: Coverage option elected: \_\_\_\_\_]*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship to individual(s) listed above

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Telephone number

### **Important Information About Payment**

#### *First payment for continuation coverage*

You must make your first payment for continuation coverage no later than 45 days after the date of your election (this is the date the Election Notice is postmarked). If you don't make your first payment in full no later than 45 days after the date of your election, you'll lose all continuation coverage rights under the Plan. You're responsible for making sure that the amount of your first payment is correct. You may contact *[enter appropriate contact information, e.g., the Plan Administrator or other party responsible for COBRA administration under the Plan]* to confirm the correct amount of your first payment.

#### *Periodic payments for continuation coverage*

After you make your first payment for continuation coverage, you'll have to make periodic payments for each coverage period that follows. The amount due for each coverage period for each qualified beneficiary is shown in this notice. The periodic payments can be made on a monthly basis. Under the Plan, each of these periodic payments for continuation coverage is due *[enter due day for each monthly payment]* for that coverage period. *[If Plan offers other payment schedules, enter with appropriate dates: You may instead make payments for continuation coverage for the following coverage periods, due on the following dates:].* If you make a periodic payment on or before the first day of the coverage period to which it applies, your coverage under the Plan will continue for that coverage period without any break. The Plan *[select one: will or will not]* send periodic notices of payments due for these coverage periods.

#### *Grace periods for periodic payments*

Although periodic payments are due on the dates shown above, you'll be given a grace period of 30 days after the first day of the coverage period *[or enter longer period permitted by Plan]* to make each periodic payment. You'll get continuation coverage for each coverage period as long as payment for that coverage period is made before the end of the grace period. *[If Plan suspends coverage during grace period for nonpayment, enter and modify as necessary: If you pay a periodic payment later than the first day of the coverage period to which it applies, but before the end of the grace period for the coverage period, your coverage will be suspended as of the first day of the coverage period and then retroactively reinstated (going back to the first day of the coverage period) when the periodic payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.]*

If you don't make a periodic payment before the end of the grace period for that coverage period, you'll lose all rights to continuation coverage under the Plan.

Your first payment and all periodic payments for continuation coverage should be sent to:

*[enter appropriate payment address]*



## Case Information

Case Number: 19-CA-005102

Uniform Case Number: 292019CA005102A001HC

Rigney, Shawn vs Target Corporation



Icon Keys



Summary



Parties



Events\Documents



Financial



File Location



Related Cases

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From

To

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Show **25** entries











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Search:

Select	Document Index	Clock-In Event Date	Event Description	Comment	Image
	9	06/06/2019	SUMMONS RETURNED SERVED	TARGET CORPORATION, 5/23/19	
	8	05/17/2019	E-FILED SUMMONS ISSUED	X 1 bhill@wfclaw.com ; jcornell@wfclaw.com ; rcooke@wfclaw.com	
	1	05/15/2019	File Home Location - Electronic		
	2	05/15/2019	CIVIL COVER SHEET		

Select	Document Index	Clock-In Event Date	Event Description	Comment	Image
	3	05/15/2019	CIVIL COVER SHEET		
	4	05/15/2019	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)		
	5	05/15/2019	COMPLAINT		
	6	05/15/2019	DESIGNATION OF EMAIL ADDRESS		
Plaintiff <i>Adams, Kyle</i> Plaintiff <i>Rigney, Shawn</i>					
	7	05/15/2019	REQUEST FOR DIVISION ASSIGNMENT (E-FILING)		

Showing 1 to 9 of 9 entries (filtered from 0 total entries)

Previous

1

Next



Exit Case Details

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# **State Court Other Documents**

## FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

### I. CASE STYLE

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Shawn Rigney, Kyle Adams  
Plaintiff

vs.

Target Corporation  
Defendant

### II. TYPE OF CASE

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence – other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability – commercial
  - ☐ Premises liability – residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure \$0 - \$50,000
  - ☐ Commercial foreclosure \$50,001 - \$249,999
  - ☐ Commercial foreclosure \$250,000 or more
  - ☐ Homestead residential foreclosure \$0 – 50,000
  - ☐ Homestead residential foreclosure \$50,001 - \$249,999
  - ☐ Homestead residential foreclosure \$250,000 or more
  - ☐ Non-homestead residential foreclosure \$0 - \$50,000
  - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999

- ☐ Non-homestead residential foreclosure \$250,00 or more
- ☐ Other real property actions \$0 - \$50,000
- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ Professional malpractice
  - ☐ Malpractice – business
  - ☐ Malpractice – medical
  - ☐ Malpractice – other professional
- ☒ Other
  - ☐ Antitrust/Trade Regulation
  - ☐ Business Transaction
  - ☐ Circuit Civil - Not Applicable
  - ☐ Constitutional challenge-statute or ordinance
  - ☐ Constitutional challenge-proposed amendment
  - ☐ Corporate Trusts
  - ☒ Discrimination-employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation



**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**III. REMEDIES SOUGHT** (check all that apply):

- ☒ Monetary;  
☒ Non-monetary declaratory or injunctive relief;  
☐ Punitive

**IV. NUMBER OF CAUSES OF ACTION: (    )**  
(Specify)

1

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☒ Yes  
☐ No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ No  
☐ Yes – If “yes” list all related cases by name, case number and court:

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☒ Yes  
☐ No

---

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Brandon J Hill FL Bar No.: 37061  
Attorney or party

(Bar number, if attorney)

Brandon J Hill 05/15/2019  
(Type or print name)

Date

**IN THE THIRTEENTH JUDICIAL CIRCUIT OF THE  
STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY**

\_\_\_\_\_  
CASE NO.: \_\_\_\_\_  
\_\_\_\_\_  
DIVISION: \_\_\_\_\_  
Plaintiff/Petitioner(s)

VS.

\_\_\_\_\_  
\_\_\_\_\_  
Defendant/Respondent(s)

**REQUEST FOR DIVISION ASSIGNMENT**

This is a request based on local Administrative Order(s) for the Clerk of the Court to assign the above styled case in the:

- ☐ Tampa Division
- ☐ East Division
- ☐ Prior Division (Please indicate Case Number and Division of previously filed action: \_\_\_\_\_ )

I understand that the actual division assignment will be in accordance with the [Hillsborough County Administrative Orders](#). If there is no supported request for specific division assignment, this action will be assigned a division based on a random and equitable distribution system.

Name of Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address(es): \_\_\_\_\_

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION**

**SHAWN RIGNEY and KYLE ADAMS,  
individually and on behalf of all others  
similarly situated,**

**Plaintiffs,**

**CASE NO.:**

**v.**

**TARGET CORPORATION,**

**Defendant.**

**SUMMONS**

**THE STATE OF FLORIDA:**

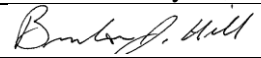
To Each Sheriff of the State:

**YOU ARE HEREBY COMMANDED** to serve this Summons and a copy of the Complaint, in this action on defendant:

**Registered Agent:  
CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324**

Each defendant is required to serve written defenses to the complaint or petition on Brandon J. Hill, plaintiff's attorney, whose address is Wenzel Fenton Cabassa 1110 N. Florida Avenue, Suite 300, Tampa, Florida 33602 within 20<sup>1</sup> days after the service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on May 15, 2019.

 Printed: Brandon J. Hill Attorney for Plaintiff Wenzel Fenton Cabassa 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602 Florida Bar No.:0037061	<b>PAT FRANK</b> As Clerk of the Court  By: _____ As Deputy Clerk (813) 276-8100
--	--

<sup>1</sup> Except when suit is brought pursuant to section 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to be inserted as to it is 40 days. When suit is brought pursuant to section 768.28, Florida Statutes, the time to be inserted is 30 days.

**If you are a person with a disability who needs an accommodation, you are entitled, at no cost to you, to the provision of certain assistance. To request such an accommodation please contact the ADA Coordinator, Hillsborough County Courthouse, 800 E. Twiggs St., Room 604, Tampa, Florida 33602, (813) 272-7040, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book). If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named in the documents.

**IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

**IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones). Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

SHAWN RIGNEY and KYLE ADAMS,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

CASE NO.: 19-CA-5102 DIV B

v.

TARGET CORPORATION,

Defendant.

SUMMONS

THE STATE OF FLORIDA:

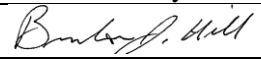


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DATED on May 15, 2019.

 Printed: Brandon J. Hill Attorney for Plaintiff Wenzel Fenton Cabassa 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602 Florida Bar No.:0037061	<b>PAT FRANK</b> As Clerk of the Court  By:  05/17/19 As Deputy Clerk (813) 276-8100
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**IMPORTANTE**

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**RETURN OF SERVICE**

**State of Florida**

**County of Hillsborough**

**Circuit Court**

Case Number: 19-CA-5102

Plaintiff:

**SHAWN RIGNEY and KYLE ADAMS, individually and on behalf of all others  
similarly situated**



MSI2019005070

vs.

Defendant:

**TARGET CORPORATION**

For:

Brandon J. Hill  
Wenzel Fenton Cabassa, P.A.  
1110 North Florida Ave.  
Suite 300  
Tampa, FL 33602

Received by MercuryServe, Inc. on the 23rd day of May, 2019 at 9:05 am to be served on **Target Corporation c/o  
Registered Agent: CT Corporation System, 1200 S. Pine Island Rd., Plantation, FL 33324.**

I, Eric Deal, do hereby affirm that on the **23rd day of May, 2019 at 2:00 pm, I:**

Served the within named corporation/entity by delivering a true copy of the Summons and Class Action Complaint, with Exhibits and Notice of Designation of Email Addresses for Service of Court Documents with the date and hour of service endorsed thereon by me to: Monica Myrick as employee of the Registered Agent (Company) for Target Corporation at 1200 South Pine Island Road, Plantation, FL 33324 and informed said person of the contents therein, in compliance with state statutes.

Under penalty of perjury, I declare that I have read the foregoing and that the facts stated in it are true and correct, that I am a Sheriff's Appointed process server in the county in which service was effected in accordance with Florida Statutes and I have no interest in the above action.

**Eric Deal**  
SPS 336

**MercuryServe, Inc.**  
**412 E. Madison Street**  
**Suite 815**  
**Tampa, FL 33602**  
**(813) 223-5400**

Our Job Serial Number: MSI-2019005070

## 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**

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

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

**DEFENDANTS**

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

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

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

- |   | 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 type="checkbox"/> 4 |
| Citizen of Another State                | <input 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 type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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 <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <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 <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 <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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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 <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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			

**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):

Brief description of cause:

**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

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



# 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.