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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 CHRISTINA WASHINGTON, DENNIS
14 GUERETTA, and REBECCA MATULIC, on
15 behalf of themselves and all others similarly
16 situated

17 Plaintiffs,

18 v.

19 SUTTER HEALTH, a California
20 nonprofit corporation; MEMORIAL
21 HEALTH SERVICES, INC., a
22 California nonprofit corporation;
23 MEMORIALCARE MEDICAL
24 FOUNDATION, a California nonprofit
25 foundation; and DOES 1-100, inclusive

26 Defendants.

CASE NO.

**CLASS COMPLAINT FOR
VIOLATIONS OF:**

- (1) **VIOLATION OF CALIFORNIA
INVASION OF PRIVACY ACT
(Cal. Penal Code §§ 632 & 637.2);**
- (2) **THE CONFIDENTIALITY OF
MEDICAL INFORMATION
ACT, CIVIL CODE §§ 56, ET
SEQ.);**
- (3) **VIOLATION OF UNFAIR
COMPETITION LAW (Cal. Bus.
& Prof. Code § 17200 et seq.);**
- (4) **INVASION OF PRIVACY -
INTRUSION UPON
SECLUSION;**
- (5) **FEDERAL WIRETAP ACT, 28
U.S.C. § 2510 et seq.**

DEMAND FOR JURY TRIAL

1 Class Representative Plaintiffs Christina Washington, Dennis Gueretta, and Rebecca
2 Matulic (“Plaintiffs”), by and through their attorneys, individually and on behalf of others similarly
3 situated, allege upon information and belief as follows:

4 **NATURE OF THE ACTION**

5 1. This class action challenges Defendants’ practice of recording confidential
6 physician–patient conversations during medical appointments through the use of an “ambient AI”
7 clinical documentation tool and transmitting those conversations to third-party systems for
8 automated processing. Through this system, highly sensitive medical communications were
9 intercepted, recorded, and processed without patients’ informed consent.

10 2. Defendants Sutter Health, a California nonprofit public benefit corporation (“Sutter
11 Health”); Memorial Health Services, Inc., a California nonprofit public benefit corporation and
12 Memorialcare Medical Foundation, a California nonprofit medical foundation (“Memorial Care”);
13 and Does 1-100 (collectively, “Defendants”) deployed an artificial-intelligence-powered recording
14 technology developed by Abridge AI, Inc., commonly referred to as an “ambient clinical
15 documentation” system. This technology was used during patient encounters to capture and
16 transcribe physician-patient conversations. When activated on microphone-enabled devices in
17 examination rooms, the Abridge application recorded clinical encounters, transmitted the audio to
18 external servers for automated transcription and analysis, and generated draft clinical notes that
19 were later incorporated into Defendants’ electronic health record (“EHR”) system.

20 3. The audio recordings and transcripts generated by this system contain individually
21 identifiable medical information, including patients’ symptoms, diagnoses, medications, treatment
22 discussions, and other personal health information disclosed during confidential medical
23 consultations. These recordings and transcripts are transmitted outside the clinical encounter for
24 processing through the AI platform’s infrastructure.

25 4. Despite California’s strict protections for confidential communications and medical
26 information—including the all-party consent requirement for recording confidential
27 communications and the requirements of the Confidentiality of Medical Information Act
28

1 (“CMIA”)—Defendants implemented the AI recording system without obtaining meaningful,
2 informed consent from patients prior to recording and transmitting their medical conversations.

3 5. Plaintiffs Christina Washington, Dennis Gueretta, and Rebecca Matulic each
4 received medical care from providers affiliated with Defendants within the past six months. During
5 their appointments, Plaintiffs discussed sensitive medical information with their healthcare
6 providers under circumstances in which they reasonably expected their communications to remain
7 confidential.

8 6. Unknown to Plaintiffs at the time of their visits, Defendants’ deployment of the
9 Abridge system captured and processed their confidential physician-patient communications.

10 7. Plaintiffs did not receive clear notice that their medical conversations would be
11 recorded by an artificial intelligence platform, transmitted outside the clinical setting, or processed
12 through third-party systems.

13 8. By implementing and operating this recording system without obtaining valid
14 consent, Defendants unlawfully intercepted confidential communications, disclosed protected
15 medical information, and intruded upon Plaintiffs’ privacy rights in violation of California and
16 federal law.

17 **PARTIES**

18 9. Plaintiff Christina Washington resides in San Felipe, California and has an intent to
19 remain there, and is therefore a citizen of California. Plaintiff was in California when she visited
20 Sutter Health.

21 10. Plaintiff Dennis Gueretta resides in San Francisco, California and has an intent to
22 remain there, and is therefore a citizen of California. Plaintiff was in California when he visited
23 Sutter Health.

24 11. Plaintiff Rebecca Matulic resides in Signal Hill, California and has an intent to
25 remain there, and is therefore a citizen of California. Plaintiff was in California when she visited
26 Memorial Care.

27 12. Defendant Sutter Health is a California nonprofit public benefit corporation
28 headquartered in California. Sutter Health operates an integrated healthcare delivery system that

1 includes hospitals, outpatient clinics, and affiliated physician organizations throughout California.
2 Through its network of hospitals, medical foundations, and affiliated physician groups, Sutter
3 Health provides medical care and healthcare services to patients and is responsible for
4 implementing and overseeing clinical technologies and documentation systems used during patient
5 encounters, including artificial intelligence–based clinical documentation tools.

6 13. Defendant Memorial Health Services, Inc. is a California nonprofit public benefit
7 corporation that operates the Memorial Care health system. Memorial Health Services manages
8 and oversees hospitals, clinics, and affiliated physician organizations that provide healthcare
9 services to patients in California. Memorial Health Services exercises control over the policies,
10 technologies, and clinical documentation systems implemented across the Memorial Care network.

11 14. Defendant MemorialCare Medical Foundation is a California nonprofit medical
12 foundation that employs and contracts with physicians who provide medical services within the
13 Memorial Care health system. MemorialCare Medical Foundation operates clinics and medical
14 offices where physicians provide patient care and where clinical documentation technologies—
15 including ambient artificial intelligence recording systems used during medical visits—are
16 deployed during physician-patient encounters.

17 **VENUE AND JURISDICTION**

18 15. This Court has subject matter jurisdiction over this action under the Class Action
19 Fairness Act, 28 U.S.C. § 1332(d)(2) because Plaintiffs, and at least one member of the putative
20 Class, as defined below, are citizens of a different state than Defendants, there are more than 100
21 putative Class Members, and the amount in controversy exceeds \$5 million, exclusive of interest
22 and costs. This Court has jurisdiction over Defendants because Defendants operate in and directs
23 commerce to this District. Defendants intentionally avails itself of the markets within this District,
24 rendering the exercise of jurisdiction by this Court just and proper. Venue is proper in this Court
25 pursuant to 28 U.S.C. § 1391(a)(1) because Plaintiffs reside in this District.

26 **I. INTRODUCTION**

27 **A. The Confidentiality of Medical Information Act**

28

1 1. Under the Confidentiality of Medical Information Act, Civil Code §§ 56, *et seq.*
2 (“CMIA”), Plaintiffs and all other persons similarly situated, had a right to keep their personal
3 identifiable medical information confidential. The short title of the CMIA states, “The Legislature
4 hereby finds and declares that persons receiving health care services have a right to expect that the
5 confidentiality of individual identifiable medical information derived by health service providers
6 be reasonably preserved. It is the intention of the Legislature in enacting this act, to provide for the
7 confidentiality of individually identifiable medical information, while permitting certain reasonable
8 and limited uses of that information.” The CMIA specifically provides that “a provider of health
9 care, health care service plan, or contractor shall not disclose medical information regarding a
10 patient of the provider of health care or an enrollee or subscriber of a health care service plan
11 without first obtaining an authorization....” Civil Code. § 56.10(a). The CMIA further provides that
12 “Every provider of health care, health care service plan, pharmaceutical company, or contractor
13 who creates, maintains, preserves, stores, abandons, destroys, or disposes of medical records shall
14 do so in a manner that preserves the confidentiality of the information contained therein. Any
15 provider of health care, health care service plan, pharmaceutical company, or contractor who
16 negligently creates, maintains, preserves, stores, abandons, destroys, or disposes of medical records
17 shall be subject to the remedies ... provided under subdivisions (b) ... of Section 56.36.” Civil Code
18 § 56.101(a).

19 2. Defendants Sutter Health and Memorial Care are a provider of health care within
20 the meaning of CMIA and maintains and handles individually identifiable medical information
21 relating to its patients, including Plaintiffs. Plaintiffs Christina Washington, Dennis Gueretta,
22 Rebecca Matulic, and the members of the proposed Class, are “patients” within the meaning of
23 Civil Code § 56.05(k) whose individually identifiable medical information was created, maintained,
24 and handled by Defendants in connection with their medical treatment. The communications
25 recorded during Plaintiffs’ medical visits—including discussions regarding symptoms, medical
26 history, diagnoses, medications, and treatment plans—constitute “medical information” within the
27 meaning of Civil Code § 56.05(j) because they relate to a patient’s medical condition and identify
28 the patient. By recording, transmitting, processing, and allowing third-party access to Plaintiffs’

1 confidential medical communications through the artificial-intelligence platform developed by
2 Abridge AI, Inc., Defendants disclosed and handled Plaintiffs' medical information without first
3 obtaining a valid authorization that complies with CMIA.

4 3. Civil Code § 56.36(b) provide Plaintiffs, and all other persons similarly situated,
5 with a private right to bring an action against Defendants for violation of Civil Code § 56.101 by
6 specifically providing that “[i]n addition to any other remedies available at law, any individual may
7 bring an action against any person or entity who has negligently released confidential information
8 or records concerning him or her in violation of this part, for either or both of the following: (1) ...
9 nominal damages of one thousand dollars (\$1,000). In order to recover under this paragraph, *it*
10 *shall not be necessary that the plaintiff suffered or was threatened with actual damages.* (2) The
11 amount of actual damages, if any, sustained by the patient.” (Emphasis added.)

12 **B. The California Invasion of Privacy Act**

13 4. The California Legislature enacted CIPA to protect certain privacy rights of
14 California citizens. The California Legislature expressly recognized that “the development of new
15 devices and techniques for the purpose of eavesdropping upon private communications ... has
16 created a serious threat to the free exercise of personal liberties and cannot be tolerated in a free
17 and civilized society.” Cal. Penal Code § 630.

18 5. CIPA prohibits any person from intentionally recording or eavesdropping upon a
19 confidential communication without the consent of all parties to that communication. Cal. Penal
20 Code § 632(a). A “confidential communication” includes any communication carried on in
21 circumstances reasonably indicating that any party to the communication desires it to be confined
22 to the parties involved. Communications between a patient and a physician during a medical visit
23 constitute confidential communications within the meaning of CIPA because they occur in a private
24 medical setting where patients reasonably expect that their discussions regarding symptoms,
25 diagnoses, treatment, and other personal health matters will remain private.

26 6. CIPA provides a private right of action to any person whose confidential
27 communication has been recorded or intercepted in violation of the statute. Cal. Penal Code § 637.2
28

1 authorizes recovery of statutory damages of five thousand dollars (\$5,000) per violation or three
2 times the amount of actual damages, whichever is greater.

3 **C. The Federal Wiretap Act**

4 7. The ECPA, commonly referred to as the Federal Wiretap Act, 18 U.S.C. §§ 2510 et
5 seq., prohibits the intentional interception, use, or disclosure of the contents of any wire, oral, or
6 electronic communication through the use of any electronic, mechanical, or other device. It was
7 originally enacted in October 1986 to extend privacy protections to emerging technologies. In
8 drafting the legislation, Congress acknowledged that “[t]he dramatic development of the Internet
9 has transformed methods of gathering, processing and sharing information.” Senate Judiciary
10 Committee Report (S. Rep. No. 99-541, 1986). Therefore, the statute aimed to address “individuals’
11 concerns that a sufficient degree of privacy and the integrity of personal information are maintained
12 in an age of modern communications and information storage.” *Id.*

13 8. Although limiting overreach by law enforcement was one of the main purposes of
14 the statute, the ECPA explicitly applies to private actors, including “any individual, partnership,
15 association, joint stock company, trust, or corporation” who illegally intercepts, or attempts to
16 intercept the communications. 18 U.S.C. § 2511.

17 9. Communications between a patient and a physician during a medical appointment
18 constitute protected communications under the statute because they involve private discussions
19 concerning medical symptoms, diagnoses, treatment plans, and other confidential health matters.
20 The Federal Wiretap Act provides a private right of action to any person whose communications
21 are intercepted, disclosed, or intentionally used in violation of the statute. 18 U.S.C. § 2520.

22 10. The statute authorizes individuals to recover civil damages of up to \$10,000 from
23 any person who violates the provisions of the ECPA.

24 **II. DEFENDANTS’ AMBIENT AI SYSTEM INTERCEPTS AND RECORDS**

25 **CONFIDENTIAL DOCTOR–PATIENT COMMUNICATIONS**

26 **A. Defendants’ Deployment of the Abridge Ambient AI Recording System**

27 11. Defendants deployed an artificial-intelligence-powered “ambient clinical
28 documentation” system developed by Abridge AI, Inc. to record, transcribe, process, and

1 summarize conversations between healthcare providers and patients during medical encounters.
2 The Abridge platform was activated on clinicians' microphone-enabled devices, including
3 smartphones, tablets, or similar recording-enabled hardware used during patient visits. When
4 activated, the system captured and recorded the entirety of the doctor-patient conversation in real
5 time.

6 12. Unlike traditional medical documentation—where a physician manually records
7 relevant information during or after a consultation—the Abridge system electronically records the
8 live oral communication itself. The platform captures the substance of what both the patient and
9 physician say, converts the recorded speech into text, and applies artificial intelligence models to
10 generate structured clinical documentation.

11 13. To perform these functions, the Abridge platform necessarily intercepts the
12 communications at the moment they occur. The audio of the clinical encounter is transmitted to
13 external servers associated with the Abridge platform, where it is processed, analyzed, and
14 converted into draft clinical notes that are subsequently incorporated into Defendants' EHR system.
15 The audio recordings and transcripts generated through this system contain individually identifiable
16 medical information, including highly sensitive health data disclosed during confidential
17 physician-patient consultations. Such information includes, but is not limited to:

- 18 • Symptoms described by the patient;
- 19 • Medical history and prior conditions;
- 20 • Diagnoses and differential diagnoses;
- 21 • Medications and treatment plans;
- 22 • Mental health disclosures;
- 23 • Family medical history; and
- 24 • Other intimate and identifying health information.

25 14. Upon information and belief, the recorded communications and transcripts are
26 transmitted outside the clinical environment and retained, stored, or otherwise processed on
27 infrastructure associated with the Abridge platform. The handling of these recordings and
28 transcripts involves automated processing and may involve review or access for purposes such as

1 transcription functionality, system maintenance, troubleshooting, quality assurance, and model
2 improvement. As a result, the contents of confidential physician–patient communications are
3 transmitted beyond the immediate clinical encounter and handled by systems and personnel outside
4 Defendants’ healthcare facility.

5 15. Because the Abridge system captures and processes the substance of oral
6 communications during the medical encounter itself, the technology intercepts the contents of those
7 communications within the meaning of federal and California privacy laws governing the
8 interception and disclosure of confidential communications.

9 16. Defendants implemented and deployed this recording technology across its
10 healthcare operations in order to obtain operational and financial benefits, including reducing
11 clinicians’ documentation burdens, improving efficiency in generating clinical notes, and
12 enhancing the capture of billable medical services.

13 17. Despite obtaining these operational advantages, Defendants implemented the
14 Abridge system without first establishing legally compliant consent procedures, authorization
15 protocols, or adequate safeguards necessary to protect patients’ confidential medical
16 communications and medical information.

17 **B. Lack of Informed Consent, Unauthorized Recording, and Disclosure of Confidential**
18 **Medical Communications**

19 18. California law strictly protects the confidentiality of physician–patient
20 communications. Patients receiving medical care reasonably expect that their private discussions
21 with healthcare providers—including discussions concerning symptoms, diagnoses, medications,
22 medical history, and treatment—will remain confidential and will not be recorded, intercepted, or
23 disclosed without their knowledge and consent.

24 19. Under the California Invasion of Privacy Act, including California Penal Code §
25 632, all parties to a confidential communication must consent before that communication may be
26 recorded. Separately, the CMIA, Civil Code §§ 56 et seq., protects the confidentiality of
27 individually identifiable medical information and prohibits healthcare providers and contractors
28 from disclosing such information without a valid authorization from the patient.

1 20. Defendants deployed an artificial-intelligence-powered recording system developed
2 by Abridge AI, Inc. during medical encounters involving Plaintiffs and Class Members. When
3 activated on clinicians’ microphone-enabled devices, the system captured and recorded live
4 physician–patient conversations occurring during confidential medical visits.

5 21. The system recorded the full substance of the physician–patient discussion and
6 transmitted the audio to external systems associated with the Abridge platform for transcription,
7 processing, and analysis. Through this process, the platform captured and acquired the contents of
8 confidential medical communications contemporaneously with their occurrence.

9 22. The recorded communications contained highly sensitive and individually
10 identifiable medical information, including but not limited to descriptions of symptoms, medical
11 history, diagnoses, treatment recommendations, medications, and other intimate health-related
12 disclosures exchanged between patients and their physicians. These communications constitute
13 “medical information” under CMIA because they relate to a patient’s medical history, condition,
14 diagnosis, or treatment and identify the patient.

15 23. Despite the sensitive nature of these communications and the legal protections
16 governing them, Defendant failed to implement a standardized or system-wide procedure to obtain
17 valid all-party consent within the meaning of California Penal Code § 632 before recording
18 physician–patient conversations using the Abridge system.

19 24. Defendants also failed to ensure that patients received clear and conspicuous notice
20 prior to their medical visits that their conversations might be recorded. Defendants did not require
21 clinicians to follow standardized procedures or scripts to obtain express consent before activating
22 the recording system, nor did Defendants provide reliable visual or auditory indicators notifying
23 patients that recording was occurring during the clinical encounter.

24 25. Defendants further failed to obtain written authorizations that satisfy the
25 requirements of CMIA before transmitting or disclosing patients’ medical information through the
26 Abridge platform. Among other deficiencies, Defendants did not obtain authorizations that
27 identified the third-party recipient, disclosed the purpose for which the information would be
28

1 transmitted, described the nature and scope of the medical information disclosed, specified the
2 duration of the authorization, or informed patients of their right to revoke consent.

3 26. Upon information and belief, the recordings and transcripts generated through the
4 Abridge system were transmitted to and processed on infrastructure outside the clinical setting,
5 where the communications were stored, processed, or otherwise handled for purposes such as
6 transcription, system operation, quality assurance, maintenance, or model improvement. In doing
7 so, Defendants permitted the contents of confidential physician–patient communications to be
8 transmitted to and processed by a third-party technology vendor that was not a party to the medical
9 encounter.

10 27. Defendants did not obtain Plaintiffs’ prior, express, and informed consent to
11 intercept, record, transmit, or process these confidential communications, nor did Defendants
12 obtain any court order authorizing such interception. By implementing and operating technology
13 that captures and transmits the contents of confidential medical conversations in real time,
14 Defendants intercepted and acquired Plaintiffs’ communications within the meaning of the
15 California Invasion of Privacy Act and the federal Electronic Communications Privacy Act.

16 28. Defendants’ conduct also constitutes an unauthorized disclosure of confidential
17 medical information in violation of CMIA, including Civil Code §§ 56.10 and 56.101, which
18 require healthcare providers and contractors to preserve the confidentiality of patient medical
19 information and prohibit disclosure without proper authorization.

20 29. The communications intercepted and processed by Defendants contain the “contents”
21 of a communication because they reveal the substance, purport, and meaning of the physician–
22 patient discussions, including patients’ symptoms, medical concerns, diagnoses, and treatment
23 recommendations.

24 30. Because Defendants intercepted, recorded, and transmitted these communications
25 without obtaining the consent of all parties and without obtaining lawful authorization for the
26 disclosure of medical information, Defendants’ conduct violates California law and federal law
27 protecting the privacy of confidential communications.

28 **III. PLAINTIFFS’ AND THE CLASS MEMBERS’ EXPERIENCES**

1 31. Within the past six months, Plaintiffs Christina Washington and Dennis Gueretta
2 sought and received medical care from healthcare providers affiliated with Sutter Health in
3 California. During the same time period, Plaintiff Rebecca Matulic sought and received medical
4 care from healthcare providers affiliated with Memorial Care in California.

5 32. During their respective medical appointments, healthcare providers utilized the
6 artificial intelligence recording platform developed by Abridge AI, Inc. As a result, Plaintiffs' live
7 oral communications with their physicians were captured and recorded during the course of their
8 confidential medical consultations.

9 33. The platform, as implemented by Defendants Sutter Health and Memorial Care,
10 intercepted and acquired the substance of Plaintiffs' confidential doctor-patient conversations
11 contemporaneously with their occurrence. Upon information and belief, the recorded
12 communications were transmitted to and processed on infrastructure associated with the Abridge
13 platform for purposes including transcription, analysis, and the generation of clinical
14 documentation.

15 34. During these medical encounters, Plaintiffs discussed highly sensitive medical
16 information with their healthcare providers, including symptoms, diagnoses, treatment plans,
17 medications, and other individually identifiable health information. Plaintiffs did not provide prior,
18 express, and informed consent for Defendants or any third-party technology vendor to intercept,
19 record, transmit, process, or store these confidential medical communications.

20 35. Defendant did not obtain a court order authorizing the interception or recording of
21 Plaintiffs' confidential communications.

22 36. As a result of Defendants' conduct, Plaintiffs' confidential physician-patient
23 communications were recorded and transmitted to a third-party technology vendor without lawful
24 authorization, in violation of the California Invasion of Privacy Act, the Electronic
25 Communications Privacy Act, and the Confidentiality of Medical Information Act.

26 37. Plaintiffs seek to receive medical care without having their confidential physician-
27 patient communications intercepted, recorded, and processed by third-party technology vendors
28

1 without valid authorization, or, at minimum, to be provided with clear notice and a meaningful
2 opportunity to provide or withhold consent before any such recording occurs.

3 **IV. PATTERN AND PRACTICE: CLASS-WIDE POLICY OF RECORDING**
4 **PATIENT ENCOUNTERS WITHOUT VALID CONSENT**

5 38. Plaintiffs’ experiences were not isolated incidents but were the result of Defendants’
6 systematic deployment of an artificial-intelligence recording system during patient encounters
7 without implementing lawful consent or authorization safeguards.

8 39. Upon information and belief, Defendants Sutter Health and Memorial Care
9 deployed the ambient clinical documentation platform developed by Abridge AI, Inc. across their
10 healthcare facilities and physician practices. As part of this deployment, healthcare providers were
11 encouraged or permitted to activate the system during outpatient medical appointments to capture
12 physician–patient conversations for automated transcription and clinical documentation.

13 40. The use of the Abridge system was not limited to the encounters involving Plaintiffs.
14 Rather, upon information and belief, the platform was implemented across numerous clinics and
15 provider practices operated or affiliated with Defendants, resulting in the recording of a substantial
16 number of patient visits throughout Defendants’ healthcare networks.

17 41. Upon information and belief, the recordings generated through the Abridge system
18 were routinely transmitted to external infrastructure associated with the platform for transcription,
19 analysis, and the generation of draft clinical documentation. These recordings and transcripts
20 contained patients’ confidential medical communications, including discussions of symptoms,
21 diagnoses, treatment plans, medications, and other individually identifiable health information.

22 42. Upon further information and belief, the Abridge platform retained or stored
23 recordings and transcripts for defined periods of time, and such materials could be accessed or
24 processed for purposes including system operation, troubleshooting, quality assurance, or model
25 improvement. This process resulted in the handling of patients’ confidential medical information
26 outside the immediate physician–patient encounter and beyond the direct control of the healthcare
27 provider.
28

1 43. Defendants implemented and maintained this recording practice without
2 establishing uniform procedures to ensure that patients provided prior, express, and informed
3 consent before their confidential medical conversations were recorded and transmitted through the
4 Abridge system.

5 44. As a result of this practice, numerous patients across Defendants’ healthcare
6 networks had their confidential physician–patient communications recorded, transmitted, and
7 processed through the Abridge platform without valid consent or authorization.

8 45. Defendants’ pattern and practice caused class-wide harm, including the invasion of
9 patients’ privacy, loss of control over their confidential medical information, emotional distress,
10 and the increased risk that sensitive medical communications could be accessed, disclosed, or
11 misused by unauthorized persons.

12 **CLASS ACTION ALLEGATIONS**

13 46. Class Representative Plaintiffs bring this action on their own behalf and on behalf
14 of all other persons similarly situated. The putative class that Class Representative Plaintiffs seek
15 to represent is composed of:

16 **Nationwide Class**

17 All United States residents who received medical care from healthcare providers
18 affiliated with Sutter Health or Memorial Care during which their confidential
19 physician–patient communications were recorded, intercepted, transmitted,
20 stored, or processed using the artificial-intelligence recording platform
21 developed by Abridge AI, Inc. without their prior informed consent and/or
22 despite declining consent two years prior to the filing date of this Complaint
23 through the date of an order granting class certification and/or a motion for
24 preliminary approval of class action settlement (hereinafter the “Class”).

25 **California subclass**

26 All California residents who received medical care from healthcare providers
27 affiliated with Sutter Health or Memorial Care during which their confidential
28 physician–patient communications were recorded, intercepted, transmitted,

1 stored, or processed using the artificial-intelligence recording platform
2 developed by Abridge AI, Inc. without their prior informed consent and/or
3 despite declining consent one year prior to the filing date of this Complaint
4 through the date of an order granting class certification and/or a motion for
5 preliminary approval of class action settlement (hereinafter the “Subclass”).

6 47. Excluded from the Class are the natural persons who are directors, and officers, of
7 the Defendant, as well as judicial officers, their families, and their staff who are assigned to this
8 action. Class Representative Plaintiffs expressly disclaim that they are seeking a class-wide
9 recovery for personal injuries attributable to Defendants’ conduct.

10 48. Plaintiffs are informed and believe that the members of the Class are so numerous
11 that joinder of all members is impracticable. While the exact number of the Class members is
12 unknown to Class Representative Plaintiffs at this time, such information can be ascertained
13 through appropriate discovery, from records maintained by Defendants.

14 49. There is a well-defined community of interest among the members of the Class
15 because common questions of law and fact predominate, Class Representative Plaintiffs’ claims are
16 typical of the members of the class, and Class Representative Plaintiffs can fairly and adequately
17 represent the interests of the Class.

18 50. Common questions of law and fact exist as to all members of the Class and
19 predominate over any questions affecting solely individual members of the Class. Among the
20 questions of law and fact common to the Class are:

- 21 (a) Whether Defendants had a policy or practice of using Abridge or similar technology
22 to record patient conversations without obtaining all-party consent;
- 23 (b) Whether Defendants failed to implement any system-wide protocol reasonably
24 designed to ensure that patient consent was obtained prior to recording;
- 25 (c) Whether Defendants violated CIPA section 632;
- 26 (d) Whether doctor–patient conversations during medical consultations constitute
27 “confidential communications” within the meaning of CIPA;
- 28 (e) Whether Defendants’ recording and transmission of audio and transcripts to third-

- 1 party vendors involved “medical information” within the meaning of the CMIA;
- 2 (f) Whether Defendants violated CMIA Civil Code §§ 56, *et seq.*;
- 3 (g) Whether Defendants’ practices constitute “unlawful,” “unfair,” and/or “fraudulent”
- 4 business acts and practices under the UCL;
- 5 (h) Whether Defendants committed intrusion upon seclusion by secretly recording
- 6 private medical consultations;
- 7 (i) Whether Defendants violated the Wiretap Act, 28 U.S.C. section 2510 *et seq.*;
- 8 (j) Whether Defendants sought or obtained prior consent—express or otherwise—from
- 9 Plaintiffs and the Class;
- 10 (k) Whether Plaintiffs and members of the Class are entitled to actual and/or statutory
- 11 damages for the aforementioned violations; and
- 12 (l) The appropriate form and scope of injunctive relief necessary to remedy and prevent
- 13 recurrence of Defendants’ practices.

14 Class Representative Plaintiffs’ claims are typical of those of the other Class members because

15 Class Representative Plaintiffs, like every other Class member, were exposed to virtually identical

16 conduct and are entitled to the same relief under the CIPA, CMIA, ECPA, UCL and the common-

17 law tort of intrusion upon seclusion.

18 51. Class Representative Plaintiffs will fairly and adequately protect the interests of the

19 Class. Moreover, Class Representative Plaintiffs have no interest that is contrary to or in conflict

20 with those of the Class they seek to represent during the Class Period. In addition, Class

21 Representative Plaintiffs have retained competent counsel experienced in class action litigation to

22 further ensure such protection and intend to prosecute this action vigorously.

23 52. The prosecution of separate actions by individual members of the Class would create

24 a risk of inconsistent or varying adjudications with respect to individual members of the Class,

25 which would establish incompatible standards of conduct for the Defendants in the State of

26 California and would lead to repetitious trials of the numerous common questions of fact and law

27 in the State of California. Class Representative Plaintiffs know of no difficulty that will be

28

1 encountered in the management of this litigation that would preclude its maintenance as a class
2 action. As a result, a class action is superior to other available methods for the fair and efficient
3 adjudication of this controversy.

4 53. Proper and sufficient notice of this action may be provided to the Class members
5 through direct mail.

6 54. Moreover, the Class members' individual damages are insufficient to justify the cost
7 of litigation, so that in the absence of class treatment, Defendants' violations of law inflicting
8 substantial damages in the aggregate would go unremedied without certification of the Class.
9 Absent certification of this action as a class action, Class Representative Plaintiffs and the members
10 of the Class will continue to be damaged by the practices of Defendants.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **Violation of the California Invasion of Privacy Act,**

14 **Cal. Penal Code § 632, et. esq.**

15 **(California subclass only)**

16 55. The allegations of the preceding paragraphs are incorporated by reference as if fully
17 set forth herein.

18 56. Plaintiffs bring this cause of action pursuant to Penal Code section 637.2 for
19 violations of Penal Code section 632.

20 57. California Penal Code section 632 prohibits the intentional recording of a
21 confidential communication between parties, including communications made in the presence of
22 one another, without the consent of all parties to the communication.

23 58. Doctor-patient conversations during clinical encounters in private exam rooms and
24 similar settings are confidential communications made under circumstances reasonably indicating
25 an expectation that they are not being overheard or recorded.

26 59. Defendants, through their providers, staff, agents, and the Abridge system,
27 intentionally recorded Plaintiffs' and Class members' confidential communications with their
28 healthcare providers without obtaining the consent of all parties.

1 the substance of physician–patient conversations for automated transcription and documentation
2 purposes.

3 67. The recordings and transcripts generated by the Abridge system contained
4 individually identifiable medical information, including but not limited to medical histories,
5 symptoms, diagnoses, medications, treatment discussions, and other sensitive health disclosures
6 communicated during confidential medical consultations. Such information constitutes “medical
7 information” within the meaning of Civil Code § 56.05(j) because it relates to a patient’s medical
8 history, condition, diagnosis, or treatment and identifies the patient.

9 68. Defendants disclosed and transmitted Plaintiffs’ and Class members’ medical
10 information to third-party vendors, including Abridge, without first obtaining valid written
11 authorizations satisfying the requirements of Civil Code §§ 56.10 and 56.11. Among other
12 deficiencies, Defendants failed to obtain written authorizations that:

- 13 • clearly identified the recipient of the medical information;
- 14 • described the purpose of the disclosure;
- 15 • specified the nature and extent of the medical information to be disclosed;
- 16 • provided a defined duration for the authorization; and
- 17 • informed patients of their right to revoke authorization.

18 69. Upon information and belief, employees, agents, or contractors associated with the
19 Abridge platform had the ability to access, review, or process the audio recordings and transcripts
20 containing Plaintiffs’ and Class members’ medical information for purposes including transcription
21 processing, quality assurance, troubleshooting, and artificial-intelligence model improvement.

22 70. Defendants further failed to maintain and preserve the confidentiality of Plaintiffs’
23 and Class members’ medical information as required by Civil Code § 56.101(a). Among other
24 failures, Defendants transmitted confidential medical communications to third-party technology
25 vendors without adequate safeguards, permitted retention and processing of the recordings outside
26 the control of patients, and failed to implement reliable mechanisms allowing patients to halt
27 processing or require deletion of their recorded medical communications.

28 71. By recording, transmitting, disclosing, and failing to safeguard Plaintiffs’ and Class

1 members' confidential medical information without valid authorization, Defendants violated
2 multiple provisions of the CMIA, including but not limited to Civil Code §§ 56.10 and 56.101.

3 72. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and
4 Class members suffered injury, including the unauthorized disclosure of their confidential medical
5 information, invasion of privacy, loss of control over sensitive health data, emotional distress, and
6 dignitary harm.

7 73. Pursuant to Civil Code §56.35, Plaintiffs and the Class members are entitled to
8 receive their actual damages, plus punitive damages, not to exceed \$3,000, plus attorneys' fees of
9 \$1,000 for each and every unauthorized disclosure.

10 74. Pursuant to Civil Code § 56.36, Plaintiffs and Class members are also entitled to
11 recover statutory nominal damages of \$1,000 per violation, as well as actual damages where
12 applicable, punitive damages as permitted by law, equitable and declaratory relief, and reasonable
13 attorneys' fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **Violation of Unfair Competition Law,**
16 **(Cal. Bus. & Prof. Code § 17200 et seq.)**
17 **(California subclass only)**

18 75. The allegations of the preceding paragraphs are incorporated by reference as if fully
19 set forth herein.

20 76. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice.

21 **Unlawful Prong**

22 77. Defendants' acts and practices are "unlawful" under the UCL because they violate
23 CIPA, the CMIA, and other statutes and regulations designed to protect the privacy and
24 confidentiality of medical information.

25 78. Defendants' violations of these statutes constitute predicate "unlawful" acts under
26 the UCL.

27 **Unfair Prong**

28 79. Defendants' conduct is "unfair" because it offends established public policy and is

1 immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

2 80. Defendants exploited patients’ vulnerability and trust in the medical setting by
3 secretly recording confidential medical communications, transmitting medical information to third-
4 party vendors without valid authorization all to advance Defendants’ operational and financial
5 interests.

6 81. Any purported utility Defendants claim from improved documentation or efficiency
7 is outweighed by the severe invasion of privacy and erosion of trust in the physician-patient
8 relationship.

9 **Fraudulent Prong**

10 82. Defendants’ conduct is also “fraudulent” within the meaning of the UCL because it
11 is likely to deceive members of the public, including patients seeking medical care.

12 83. Patients reasonably expect that confidential physician–patient conversations will not
13 be recorded, transmitted to technology vendors, or processed by artificial-intelligence systems
14 without clear notice and meaningful consent. By failing to adequately disclose the recording,
15 transmission, and processing of patient communications through the Abridge platform, Defendants
16 created a misleading impression that medical visits were conducted in the ordinary confidential
17 manner expected in healthcare settings.

18 84. These omissions and nondisclosures were material and likely to mislead reasonable
19 patients regarding the privacy of their medical consultations and the handling of their sensitive
20 health information.

21 **Injury and Restitution**

22 85. Plaintiffs Christina Washington, Dennis Gueretta, and Rebecca Matulic would not
23 have sought treatment from Sutter Health or Memorial Care, or would have demanded different
24 conditions of treatment, had they known their confidential physician–patient communications
25 would be recorded, transmitted to third-party vendors, and processed by artificial-intelligence
26 systems without their consent.

27 86. As a direct and proximate result of Defendants’ unlawful, unfair, and fraudulent
28 business practices, Plaintiffs and members of the Class suffered injury in fact and lost money or

1 property, including but not limited to the payment of fees for medical services that were provided
2 under circumstances that violated patients’ privacy rights and statutory protections governing
3 medical information.

4 87. Plaintiffs and the Class therefore seek restitution and disgorgement of all monies
5 and benefits Defendants obtained as a result of their unlawful, unfair, and fraudulent practices,
6 including the portion of fees and economic benefits attributable to the unauthorized recording and
7 processing of patients’ medical communications.

8 88. Plaintiffs further seek injunctive relief pursuant to Business and Professions Code §
9 17203 requiring Defendants to cease the challenged practices and to implement lawful consent
10 procedures and safeguards governing the recording, processing, and disclosure of physician–patient
11 communications.

12 **FOURTH CAUSE OF ACTION**

13 **Invasion of Privacy – Intrusion Upon Seclusion**

14 **(California subclass only)**

15 89. The allegations of the preceding paragraphs are incorporated by reference as if fully
16 set forth herein.

17 90. Intrusion upon seclusion occurs when a defendant intentionally intrudes, physically
18 or otherwise, upon the solitude or seclusion of another or the other’s private affairs or concerns, in
19 a manner that would be highly offensive to a reasonable person.

20 91. Plaintiffs and Class members engaged in private medical consultations with their
21 physicians in exam rooms and other private clinical environments. These conversations concerned
22 highly personal and sensitive health information, including medical histories, symptoms, diagnoses,
23 treatments, medications, mental health, sexual health, and other intimate matters.

24 92. Medical examination rooms and doctor–patient consultations are quintessentially
25 private spaces and conversations. Patients reasonably expect that their conversations in such
26 settings will not be recorded or transmitted to third parties without their knowledge and consent.

27 93. Defendants intentionally intruded into Plaintiffs’ and Class members’ private affairs
28 by surreptitiously recording entire medical consultations using electronic recording devices and

1 cloud-based processing systems without notice or consent.

2 94. The intrusions were deliberate and systemic. Defendants authorized and
3 implemented the Abridge system, trained providers to use it, and configured it to record entire
4 encounters and transmit recordings to a vendor.

5 95. The intrusions were highly offensive to a reasonable person. They captured intimate
6 medical communications in their entirety, in one of the most sensitive contexts recognized by law
7 and society, and were executed covertly, in a manner that involved deception and betrayal of trust.

8 96. Defendants' motives were commercial and operational, including improving
9 documentation and billing, rather than patient-protective. Reasonable persons would find it highly
10 offensive when a healthcare provider prioritizes such interests over fundamental privacy rights.

11 97. As a direct and proximate result of Defendants' intrusion upon seclusion, Plaintiffs
12 and Class members suffered damages, including invasion of their legally protected privacy interests,
13 emotional distress, mental anguish, anxiety, anger, humiliation, loss of dignity and autonomy, loss
14 of trust in their healthcare providers, and apprehension regarding future medical visits.

15 98. Plaintiffs and Class members are entitled to general and compensatory damages in
16 amounts to be proven at trial.

17 99. Defendants' conduct was carried out with oppression, fraud, or malice within the
18 meaning of Civil Code section 3294. Defendants knowingly implemented a recording system in a
19 context of heightened privacy and failed to obtain consent. Plaintiff seeks punitive damages on
20 behalf of himself and the Class in an amount sufficient to punish and deter such conduct.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of the Federal Wiretap Act**

23 **Title 1 of the Electronic Communications Privacy Act ("ECPA") (18 U.S.C. § 2510, *et seq.*)**

24 100. The allegations of the preceding paragraphs are incorporated by reference as if fully
25 set forth herein.

26 101. The Wiretap Act prohibits the intentional interception, use, and/or disclosure of the
27 contents of any wire, oral, or electronic communication. 18 U.S.C. § 2511(a), (c), (d).

28 102. "Intercept" is defined as "the aural or other acquisition of the contents of any wire,

1 electronic, or oral communication through the use of any electronic, mechanical, or other device.”
2 18 U.S.C. §2510(4).

3 103. “Contents” is defined as “includ[ing] any information concerning the substance,
4 purport, or meaning of that communication[.]” 18 U.S.C. § 2510(8).

5 104. “Person” is defined as “any employee, or agent of the United States or any State or
6 political subdivision thereof, and any individual, partnership, association, joint stock company,
7 trust, or corporation[.]” 18 U.S.C. § 2510(6).

8 105. Plaintiffs are individuals and is therefore a “person” for purposes of § 2510(6).

9 106. Defendants are corporations and is therefore a “person” for purposes of § 2510(6).

10 107. When Plaintiffs and Class Members visited Sutter Health and Memorial Care
11 facilities that utilizes the AI platform developed by Abridge AI, Inc. that captured, recorded, and
12 transmitted the substance of live physician–patient conversations occurring during confidential
13 medical encounters, Defendants violated 18 U.S.C. § 2511(1)(a) by intentionally intercepting the
14 contents of Plaintiffs’ and Class members’ confidential communications through the use of
15 electronic recording devices and software integrated into Defendants’ clinical workflow.

16 108. Defendant further violated 18 U.S.C. § 2511(1)(c) when it disclosed the contents of
17 Plaintiff’s and Class Members’ intercepted communications through transmission to, and
18 processing on, external systems and infrastructure associated with the Abridge platform and related
19 technology vendors, without their consent.

20 109. Defendant also violated 18 U.S.C. § 2511(1)(d) when it used Plaintiffs and Class
21 Members’ intercepted communications to generate clinical documentation and to operate and
22 improve artificial intelligence systems, without their consent.

23 110. Plaintiffs and Class members did not provide prior express consent to the
24 interception, disclosure, or use of their confidential physician–patient communications through the
25 Abridge system.

26 111. As a result of Defendants’ violations of the Wiretap Act, Plaintiffs and Class
27 Members have suffered harm and injury, including but not limited to the invasion of their privacy
28 rights, loss of their information and loss of money and costs incurred, all of which have

1 ascertainable value to be proven at trial.

2 112. Pursuant to 18 U.S.C. § 2520, Plaintiffs and Class have been damaged by the
3 interception, disclosure, and/or use of their communications in violation of the ECPA and are each
4 entitled to: (1) damages, in an amount to be determined at trial, assessed as the greater of (a) the
5 sum of the actual damages suffered by Plaintiffs and any profits made by Defendants as a result of
6 the violation, or (b) statutory damages of whichever is the greater of \$100 per day per violation or
7 \$10,000; and (2) reasonable attorneys' fees and other litigation costs reasonably incurred.

8 **DEMAND FOR JURY TRIAL**

9
10 113. Plaintiffs and the Class hereby demand trial by jury.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs and the Class pray for judgment against Defendants as follows:


- 13 1. For an order certifying the Class, naming Plaintiffs as the representatives of the Class,
14 and naming Plaintiffs' attorneys as Class Counsel to represent the Class;
- 15 2. For an order declaring that Defendant's conduct violates the statutes referenced herein;
- 16 3. For an order finding in favor of Plaintiffs and the Class on all counts asserted herein;
- 17 4. For nominal, actual, and/or statutory damages for each violation of CMIA section 56;
- 18 5. For statutory damages of \$5,000 for each violation of CIPA section 632;
- 19 6. For actual damages, plus \$3,000 in punitive damages, plus \$1,000 in attorneys' fees for
20 each and every unauthorized disclosure of medical information;
- 21 7. For nominal damages of \$1,000 for each negligent release of medical information;
- 22 8. For statutory damages of \$10,000 for each violation of the Federal Wiretap Act;
- 23 9. For pre- and post-judgment interest on all amounts awarded;
- 24 10. For an order of restitution and all other forms of equitable monetary relief; and
- 25 11. For an order providing injunctive and other equitable relief as necessary to protect the
26 Plaintiffs interests as requested herein, including, but not limited to:
 - 27 a. Ordering that Defendant immediately cease and desist intercepting, recording,
28 transmitting, storing, or processing of Plaintiffs' confidential physician-patient

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- communications without valid authorization;
 - b. Ordering that Defendant implement safeguards, policies, and technical controls to ensure that no medical communications are intercepted or processed without prior, express, and informed consent consistent with applicable law;
 - c. Ordering that Defendant purge, delete, and destroy in a reasonably secure manner any unlawfully obtained medical communications or data not necessary for its provision of services.
12. For an order awarding and the Class their reasonable attorney’s fees and expenses and costs of suit.

Dated: April 7, 2026

POTTER HANDY LLP

By: 

James M. Treglio, Esq.
Mark Potter, Esq.
Isabel Rose Masanque, Esq.
Attorneys for Plaintiffs

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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <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 PERSONAL PROPERTY <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 LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <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 (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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