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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11 HELEN L. HORVATH,  
12 Plaintiff,  
13 v.  
14 JP MORGAN CHASE &  
15 COMPANY,  
16 Defendant.

Case No.: 3:21-cv-1665-BTM-AGS

**ORDER DENYING PLAINTIFF'S  
MOTION TO REMAND AND  
GRANTING DEFENDANT'S  
MOTION TO DISMISS**

**[3, 8, 9, 19, 21, 23]**

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18 On August 16, 2021, Plaintiff Helen L. Horvath filed a complaint against  
19 Defendant JPMorgan Chase Bank, N.A.<sup>1</sup> in the Superior Court of California,  
20 County of San Diego, Small Claims Court ("Small Claims Court"), alleging  
21 violations of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act")  
22 and the Fair Credit Reporting Act ("FCRA"). (ECF No. 1-2, Exh. A.) On September  
23 22, 2021, Defendant removed the action to this Court. (ECF No. 1.) Plaintiff, who  
24 is proceedings pro se, has filed oppositions to Defendant's notice of removal,  
25 which the Court will construe together as Plaintiff's motion to remand. (See ECF  
26 Nos. 8, 9.) On September 29, 2021, Defendant filed a motion to dismiss Plaintiff's  
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<sup>1</sup> Defendant alleges that it was erroneously sued as JP Morgan Chase & Company.

1 complaint. (ECF No. 3.)

2 As a preliminary matter, Defendant's request to file a sur-reply is **GRANTED**.  
3 (ECF No. 19.) Plaintiff's motion to deny Defendant's request to file a sur-reply is  
4 **DENIED**. (ECF No. 23.) Plaintiff's request to file a response to Defendant's motion  
5 that exceeds the page limit is **DENIED** as moot, as the Court has already accepted  
6 Plaintiff's requested filing. (ECF No. 21.)

7 **I. MOTION TO REMAND**

8 "[A]ny civil action brought in a State court of which the district courts of the  
9 United States have original jurisdiction, may be removed by the defendant or the  
10 defendants, to the district court of the United States for the district and division  
11 embracing the place where such action is pending." 28 U.S.C. § 1441(a). "The  
12 district courts shall have original jurisdiction of all civil actions arising under the  
13 Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.  
14 Accordingly, "[a] defendant may remove an action to federal court based on federal  
15 question jurisdiction." *Hunter v. Philip Morris USA*, 582 F.3d 1039, 1042 (9th Cir.  
16 2009). "In determining federal question jurisdiction, the well-pleaded complaint  
17 rule provides that federal jurisdiction exists only when a federal question is  
18 presented on the face of the plaintiff's properly pleaded complaint." *Id.*

19 Defendant argues that Plaintiff's complaint presents a federal question  
20 because it alleges that Defendant violated the FCRA. Plaintiff's complaint alleges  
21 that Defendant "stated to the Credit Reporting Agencies that plaintiff [made late  
22 payments] from December 2019 to January 2021 for account ending in 8246 even  
23 when the defendants have stated plaintiff was on COVID deferral in their response  
24 to the plaintiff," that under the CARES Act, "any type of deferment or re-payment  
25 plan due to COVID-19 is not to be reported late," and that she suffered "denial of  
26 credit due to inaccurate reporting." (ECF No. 1-2, Exh. A.) For purposes of  
27 removal, Defendant has established federal question jurisdiction. *See Arndt v.*  
28 *Cap. One Bank USA, N.A.*, 2017 WL 3834722, at \*2 (C.D. Cal. Aug. 31, 2017) ("At

1 the time of removal, the operative complaint asserted claims under the . . . FCRA,  
2 and thus the court had federal question jurisdiction over those claims.”); *Allen v.*  
3 *Toyota Motor Credit Corp.*, 2019 WL 10944853, at \*2 (N.D. Cal. Aug. 1, 2019)  
4 (finding that removal was proper where the plaintiff asserted that “Defendant  
5 reported false and inaccurate information on my credit file causing my credit rating  
6 to drop significantly” and “violated the Fair Credit Reporting Act”); *Tailford v.*  
7 *Experian Info. Sols., Inc.*, 2020 WL 2464797, at \*4 (C.D. Cal. May 12, 2020)  
8 (“There is no question that Plaintiffs’ complaint raised issues under the FCRA, a  
9 federal law. Thus, removal was proper.”).

10 Plaintiff argues that Defendant’s notice of removal was untimely, claiming  
11 that she served Defendant on August 20, 2021 when she mailed her complaint to  
12 Defendant through the United States Postal Service’s certified mail service, which  
13 was “delivered to [an] agent for final delivery” on August 20, 2021. (See ECF No.  
14 8.) In response, Defendant submits the declaration of Alexandre C. Halow, who is  
15 a “Representation Services Advisor for [CT Corp],” which “serves as a registered  
16 agent for service of process for [Defendant] in California.” (ECF No. 11-1 (“Halow  
17 Decl.”) ¶¶ 1, 4.) According to Halow, “CT Corp’s business records reflect that it  
18 received various documents in connection with this lawsuit, including Plaintiff’s  
19 Claim and ORDER to Go to Small Claims Court [on] August 23, 2021 by certified  
20 mail.” (Halow Decl. ¶ 9.) “The documents, which CT Corp received, were then  
21 forwarded to [Defendant] on August 23, 2021.” (Halow Decl. ¶ 11.) Plaintiff does  
22 not factually dispute the facts in Halow’s declaration, which satisfies the business  
23 records exception to the hearsay rule. See Fed. R. Evid. 803(6).

24 “The notice of removal of a civil action or proceeding shall be filed within 30  
25 days after the receipt by the defendant, through service or otherwise, of a copy of  
26 the initial pleading setting forth the claim for relief upon which such action or  
27 proceeding is based.” 8 U.S.C. § 1446(b). “An individual or entity named as a  
28 defendant is not obliged to engage in litigation unless notified of the action, and

1 brought under a court's authority, by formal process.” *Murphy Bros. v. Michetti*  
2 *Pipe Stringing, Inc.*, 526 U.S. 344, 347 (1999). “Accordingly . . . a named  
3 defendant's time to remove is triggered by simultaneous service of the summons  
4 and complaint, or receipt of the complaint, through service or otherwise, after and  
5 apart from service of the summons, but not by mere receipt of the complaint  
6 unattended by any formal service.” *Id.* at 347-48 (internal quotations omitted).  
7 “Consequently, actual notice of the action is insufficient; rather, the defendant must  
8 be notified of the action, and brought under a court's authority, by formal process,  
9 before the removal period begins to run.” *Quality Loan Serv. Corp. v. 24702 Pallas*  
10 *Way, Mission Viejo, CA 92691*, 635 F.3d 1128, 1133 (9th Cir. 2011) (internal  
11 citation and quotations omitted).

12 Cal. Civ. Proc. Code § 116.340 provides for the service of claims in Small  
13 Claims Court, and thus governs when the removal clock began to run in this case.  
14 See *Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 7335673, at \*2 (E.D. Cal. Dec.  
15 19, 2014) (“Federal courts in this circuit look to California state law to determine  
16 the sufficiency of service prior to removal.”); *Willform v. City of Ceres*, 2021 WL  
17 1382357, at \*3 (E.D. Cal. Apr. 13, 2021) (“Because this action was originally filed  
18 in California state court . . . the court looks to whether or not defendants were  
19 properly served under California law.”); *McGuinn v. City of Sacramento Police*  
20 *Dep't*, 2013 WL 3804051, at \*2 (E.D. Cal. July 19, 2013) (“As [the] suit was filed in  
21 state court, state law governs when effective service occurred.”). Under Cal. Civ.  
22 Proc. Code § 116.340:

23 (a) Service of the claim and order on the defendant may be made by  
24 any one of the following methods:

25 (1) The clerk may cause a copy of the claim and order to be mailed to  
26 the defendant by any form of mail providing for a return receipt.

27 (2) The plaintiff may cause a copy of the claim and order to be delivered  
28 to the defendant in person.

(3) The plaintiff may cause service of a copy of the claim and order to

1 be made by substituted service as provided in subdivision (a) or (b) of  
2 Section 415.20 without the need to attempt personal service on the  
3 defendant. For these purposes, substituted service as provided in  
4 subdivision (b) of Section 415.20 may be made at the office of the  
5 sheriff or marshal who shall deliver a copy of the claim and order to  
6 any person authorized by the defendant to receive service, as provided  
7 in Section 416.90, who is at least 18 years of age, and thereafter  
8 mailing a copy of the claim and order to the defendant's usual mailing  
9 address.

(4) The clerk may cause a copy of the claim to be mailed, the order to  
be issued, and a copy of the order to be mailed as provided in  
subdivision (b) of Section 116.330.

10 Cal. Civ. Proc. Code § 116.340. Further:

11 Service by the methods described in subdivision (a) shall be deemed  
12 complete on the date that the defendant signs the mail return receipt,  
13 on the date of the personal service, as provided in Section 415.20, or  
14 as established by other competent evidence, whichever applies to the  
15 method of service used.

16 *Id.* Plaintiff fails to establish that she served Defendant in compliance with  
17 Cal. Civ. Proc. Code § 116.340 prior to August 23, 2021. For example,  
18 Plaintiff has not submitted any mail return receipt that is signed by Defendant  
19 and dated prior to August 23, 2021. Plaintiff includes a copy of a certified  
20 mail return receipt and a printout of USPS tracking information for number  
21 70201810000204388491. (ECF No. 8, Exh. A). Defendant objects to  
22 Plaintiff's evidence on the grounds that they are inadmissible hearsay and  
23 lack authentication and foundation. (ECF No. 11 at 8-9.) Defendant's  
24 objections are sustained. Plaintiff has not established that the certified mail  
25 return receipt and USPS tracking number pertain to the mailing of the  
26 relevant documents for proper service. Further, the certified mail return  
27 receipt contains no date of delivery and is not addressed to CT Corp's  
28

1 registered address for receipt of service of process.<sup>2</sup> In addition, Plaintiff has  
2 not established that the signature on the certified mail return receipt belongs  
3 to Defendant or a person authorized to accept service of process on behalf  
4 of Defendant.

5 Plaintiff argues that CT Corp, the registered agent for service of  
6 process for Defendant, “utilizes a caller service and authorizes the USPS  
7 and their employees to receive service of process.” (ECF No. 18 at 3.)  
8 Therefore, according to Plaintiff, service was completed on August 20, 2021  
9 when her certified mail was “delivered inside the post office.” (*Id.* at 4.) In  
10 support of her argument, Plaintiff submits a declaration by Arturo Torres and  
11 Tori Muse that states that Torres delivered “the certified mail in question” to  
12 CT Corp on August 20, 2021 at the caller service that was in place for 818  
13 W. 7th Street, Los Angeles, CA 90017. (ECF No. 18 (“Torres and Muse  
14 Decl.”) ¶¶ 8, 9.) Defendant objects to the declaration on the grounds that it  
15 is incomplete, it is inadmissible hearsay, and it lacks authentication and  
16 foundation. (See ECF No. 19-1 at 3.) Defendant’s objections are sustained.  
17 The declaration is missing pages two and four, does not establish that the  
18 USPS and its employees are authorized to receive service of process for CT  
19 Corp, and does not establish that the declaration relates to the delivery of  
20 the relevant service of process documents. The Court does not consider the  
21 incomplete declaration. Even though Defendant raised its objections to the  
22 incomplete declaration in its Motion for Leave to File a Sur-Reply (ECF No.  
23 19), Plaintiff did not supplement the record to include the complete  
24 declaration. Any attempt to do so hereafter will be too late.

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27 <sup>2</sup> The address on Plaintiff’s certified mail return receipt is 1818 W. 7th Street, Ste 930, Los Angeles, CA 90017.  
28 (ECF No. 8, Exh. A.) CT Corp’s address for receipt of service of process as of June 4, 2021 is 330 N. Brand  
Blvd., Suite 700, Glendale, CA 91203. (Halow Decl. ¶ 5.) CT Corp’s address for receipt of service of process  
prior to June 4, 2021 was 818 W. 7th Street, Suite 930, Los Angeles, CA 90017. (Halow Decl. ¶ 6.)

1 An evidentiary hearing as to when CT Corp was served the relevant  
2 documents is unnecessary because the facts are not in dispute that actual  
3 service under Cal. Civ. Proc. Code § 116.340(d) was not effected until  
4 August 23, 2021. (See Halow Decl. ¶¶ 9-11; ECF No. 11-2, Exh. C.) Thirty  
5 days after August 23, 2021 is September 22, 2021.<sup>3</sup> Defendant’s notice of  
6 removal was timely filed. Accordingly, Plaintiff’s motion to remand is  
7 **DENIED.**

8 Plaintiff also requests: (1) that Defendant be ordered to reimburse  
9 Plaintiff for her “lost time and economic opportunities” as a result of the filing  
10 of the notice of removal, (see ECF No. 9 at 31); (2) that Defendant and its  
11 attorneys “pay a civil penalty” to Plaintiff for alleged misconduct and false  
12 statements made during this case, (see ECF No. 10 at 19); (3) that the Court  
13 “censure” Defendant, (see ECF No. 18 at 8); and (4) that Plaintiff be awarded  
14 “attorney’s fees and other costs,” (see ECF No. 23 at 9). Plaintiff’s various  
15 requests are premised on the assumption that Defendant’s notice of removal  
16 was untimely and that Defendant’s various filings in this case were made  
17 knowing that the notice of removal was untimely. However, as explained  
18 above, Defendant’s notice of removal was timely filed. Plaintiff’s allegations  
19 of any misconduct by Defendant are speculative, conclusory, and without  
20 any evidentiary support. Further, Plaintiff, who is proceeding pro se and has  
21 not prevailed in this action, has not established any basis for reimbursement  
22 or an award of attorney’s fees or other costs. Plaintiff’s requests for  
23 reimbursement, a civil penalty, censure, and attorney’s fees and other costs  
24 are denied.

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27 <sup>3</sup> “[I]n computing any time period specified in these rules, in any local rule or court order, or in any statute that  
28 does not specify a method of computing time . . . [w]hen the period is stated in days or a longer unit of time . . .  
exclude the day of the event that triggers the period.” Fed. R. Civ. P. 6(a)(1).

1       **II.     MOTION TO DISMISS**

2           Defendant has filed a motion to dismiss Plaintiff’s complaint pursuant to  
3 Federal Rules of Civil Procedure Rule 8(a)(2) and Rule 12(b)(6).

4           Under Federal Rule of Civil Procedure 8(a), “[a] pleading that states a claim  
5 for relief must contain . . . a short and plain statement of the claim showing that  
6 the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). “Rule 12(b)(6) is read in  
7 conjunction with Rule 8(a), which requires not only fair notice of the nature of the  
8 claim, but also grounds on which the claim rests.” *Zixiang Li v. Kerry*, 710 F.3d  
9 995, 998 (9th Cir. 2013) (internal citation and quotation omitted). “The pleading  
10 standard Rule 8 announces does not require detailed factual allegations, but it  
11 demands more than an unadorned, the-defendant-unlawfully-harmed-me  
12 accusation. A plaintiff's obligation to provide the grounds of his entitlement to relief  
13 requires more than labels and conclusions, and a formulaic recitation of the  
14 elements of a cause of action will not do.” *Cook v. Brewer*, 637 F.3d 1002, 1004  
15 (9th Cir. 2011) (internal citations and quotations omitted). “[U]nder Rule 8(a), a  
16 plaintiff need only provide enough facts to state a claim to relief that is plausible on  
17 its face. All factual allegations are accepted as true, and all reasonable inferences  
18 must be drawn in favor of the plaintiff. The standard provides for liberal treatment  
19 of a plaintiff's complaint at the pleading stage.” *Austin v. Univ. of Oregon*, 925 F.3d  
20 1133, 1137 (9th Cir. 2019) (internal citations and quotations omitted). A motion to  
21 dismiss under Federal Rule of Civil Procedure 12(b)(6) should be granted only  
22 where a plaintiff's complaint lacks a “cognizable legal theory” or sufficient facts to  
23 support a legal claim. *Balistreri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th  
24 Cir. 1988).

25           Defendant argues that Plaintiff’s complaint should be dismissed in its entirety  
26 because: (1) it does not separately identify each cause of action and state the facts  
27 in support of each claim; (2) it cannot allege a claim based on the CARES Act; and  
28 (3) it does not adequately allege a claim based on FCRA. (ECF No. 3 at 4-6.)

1 Plaintiff's various filings focus on the issue of removal jurisdiction and do not  
2 specifically address the arguments raised in the motion to dismiss. (See ECF Nos.  
3 5, 8, 9, 10, 18.)

#### 4 **A. Organization of Plaintiff's Complaint**

5 Plaintiff's complaint specifically alleges that Defendant violated the CARES  
6 Act and FCRA and provides a factual basis for those violations. (See ECF No. 1-  
7 2, Exh. A at 4-5.) While not precisely organized, Plaintiff's complaint is short and  
8 intelligible enough for Defendant to respond to Plaintiff's CARES Act and FCRA  
9 claims, as Defendant has done in its motion to dismiss. The Court declines to  
10 dismiss Plaintiff's complaint on the basis of its form and organization. See *Cosme*  
11 *v. LASD*, 2009 WL 3517553, at \*3 (C.D. Cal. Oct. 23, 2009) (dismissing complaint  
12 where "plaintiff ha[d] failed to link any portion of his factual narrative to any specific  
13 claim"); *Samuel v. JP Morgan Chase Bank Nat'l Assoc.*, 2021 WL 826414, at \*2  
14 (C.D. Cal. Mar. 3, 2021) (dismissing complaint that "simply list[ed] a number of  
15 federal statutes followed by a page and a half of narrative that d[id] not clearly  
16 correspond to any claim and that [was] not reasonably intelligible").

#### 17 **B. CARES Act**

18 To the extent that Plaintiff alleges that Defendant violated various provisions  
19 of the CARES Act, Plaintiff does not have a cause of action under the CARES Act.  
20 See *Am. Video Duplicating, Inc. v. City Nat'l Bank*, 2020 WL 6882735, at \*4 (C.D.  
21 Cal. Nov. 20, 2020) ("Plaintiff's claims for violations of the CARES Act . . . fail  
22 because there is no private cause of action to enforce these provisions."); *Radix*  
23 *L. PLC v. JPMorgan Chase Bank NA*, 508 F. Supp. 3d 515, 520 (D. Ariz. 2020)  
24 ("there is no private right of action to enforce the CARES Act"). Accordingly,  
25 Plaintiff's CARES Act cause of action is dismissed.

#### 26 **C. FCRA**

27 Plaintiff alleges the following with respect to her FCRA claim: (1) Plaintiff was  
28 "granted two revolving credit cards in 2014 from [Defendant]," identified as account

1 numbers 1932 and 8246; (2) Plaintiff made timely payments on those accounts  
2 until December 2019, when she began to experience financial hardship; (3) in April  
3 2020, Plaintiff “requested COVID deferrals for both accounts under the CARES  
4 Act”; (4) on April 14, 2020, Defendant put account 8246 on COVID deferral; (5)  
5 “[Defendant] stated to the Credit Reporting Agencies that plaintiff was late from  
6 December 2019 to January 2021 for account ending in 8246 even when the  
7 [Defendant had] stated plaintiff was on COVID deferral”; (6) Plaintiff suffered  
8 “[d]enial of credit by Pentagon Federal Credit Union in May and July 2021 and  
9 Geneva Financial in August 2021 due to the inaccurate reporting [by Defendant  
10 regarding Plaintiff’s credit card accounts]”; and (7) Defendant failed to timely  
11 respond to a letter Plaintiff sent them on May 26, 2021. (See ECF No. 4-5.)

12 Section 1681s-2 of FCRA “sets forth responsibilities of furnishers of  
13 information to consumer reporting agencies, delineating two categories of  
14 responsibilities. [Section 1681s-2(a)] details the duty to provide accurate  
15 information.” *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1154 (9th Cir.  
16 2009) (internal quotations omitted). “Section 1681s–2(b) imposes a second  
17 category of duties on furnishers of information. These obligations are triggered  
18 upon notice of dispute—that is, when a person who furnished information to a CRA  
19 receives notice from the CRA that the consumer disputes the information.” *Id.*  
20 (internal quotations omitted). “These duties arise only after the furnisher receives  
21 [a] notice of dispute from a CRA; [a] notice of a dispute received directly from the  
22 consumer does not trigger furnishers' duties under subsection (b).” *Id.* “The FCRA  
23 expressly creates a private right of action for willful or negligent noncompliance  
24 with its requirements. However, § 1681s–2 limits this private right of action to  
25 claims arising under subsection (b), the duties triggered upon notice of a dispute  
26 from a CRA.” *Id.* “Duties imposed on furnishers under subsection (a) are  
27 enforceable only by federal or state agencies.” *Id.*

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1           Therefore, a plaintiff alleging a FCRA claim against a credit furnisher must  
2 plead the following:

- 3           (1) a credit reporting inaccuracy existed on plaintiff's credit report; (2)  
4 plaintiff notified the consumer reporting agency that plaintiff disputed  
5 the reporting as inaccurate; (3) the consumer reporting agency notified  
6 the furnisher of the alleged inaccurate information of the dispute; and  
7 (4) the furnisher failed to investigate the inaccuracies or further failed  
8 to comply with the requirements in 15 U.S.C. 1681s-2(b) (1)(A)-(E).

9 *Hughes v. IQ Data Int'l, Inc.*, 2016 WL 7406993, at \*2 (N.D. Cal. Dec. 22, 2016).

10           Here, Plaintiff alleges that Defendant's reports to CRAs regarding late  
11 payments for account 8246 were inaccurate because that account was on COVID  
12 deferral. However, Plaintiff fails to allege that she notified the relevant CRA that  
13 she disputed the reporting as inaccurate, that the CRA then notified Defendant of  
14 the alleged inaccurate information, and that Defendant then failed to investigate  
15 the inaccuracy or further failed to comply with the requirements in 15 U.S.C. 1681s-  
16 2(b) (1)(A)-(E). Plaintiff has failed to adequately plead a FCRA cause of action  
17 against Defendant. *See Denison v. Citifinancial Servicing LLC*, 2016 WL 1718220,  
18 at \*2 (N.D. Cal. Apr. 29, 2016) (dismissing complaint where "the complaint allege[d]  
19 no facts suggesting which consumer reporting agency produced the credit report,  
20 that this unnamed consumer reporting agency notified defendant of the supposed  
21 inaccuracy, or that defendant failed in some specific way to investigate the alleged  
22 inaccuracy"); *Peasley v. Verizon Wireless (VAW) LLC*, 364 F. Supp. 2d 1198, 1200  
23 (S.D. Cal. 2005) (the complaint "does not allege that [the credit furnisher] was ever  
24 notified by a credit reporting agency; in fact, it alleges the plaintiff did not notify a  
25 credit reporting agency but rather notified [the credit furnisher] directly. Thus, the  
26 complaint fails to state a claim for violation of § 1681s-2(b) upon which relief can  
27 be granted."). Accordingly, Plaintiff's FCRA cause of action is dismissed.

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1       **III. CONCLUSION**

2           Plaintiff alleges that she filed an amended complaint in Small Claims Court  
3 on October 18, 2021. (See ECF No. 18 at 2.) It is unclear to what extent Plaintiff  
4 amended her original complaint, as she does not attach the complete amended  
5 complaint, and appears only to include the first page of the amended Claim and  
6 Order to Go to Small Claims Court. (See *id.* at 30.) Regardless of any substantive  
7 changes made, Plaintiff’s post-removal amended complaint in Small Claims Court  
8 is immaterial. See 28 U.S.C. § 1446(d) (“Promptly after the filing of such notice of  
9 removal of a civil action the defendant or defendants shall give written notice  
10 thereof to all adverse parties and shall file a copy of the notice with the clerk of  
11 such State court, which shall effect the removal and the State court shall proceed  
12 no further unless and until the case is remanded.”).

13           Based upon the foregoing, Plaintiff’s Motion to Remand is **DENIED** and  
14 Defendant’s Motion to Dismiss is **GRANTED**. Plaintiff’s complaint is **DISMISSED**  
15 **WITH LEAVE TO AMEND**. Plaintiff may file an amended complaint within **45 days**  
16 of entry of this order. Failure to timely file an amended complaint may result in  
17 dismissal of this action without further notice. In addition, pursuant to Local Civil  
18 Rule 5.1(k), the amended complaint “must be made in numbered paragraphs, each  
19 of which must be limited, as far as is practicable, to a statement of a single set of  
20 circumstances.”

21  
22 **IT IS SO ORDERED.**

23  
24 Dated: January 6, 2022

25   
26 Honorable Barry Ted Moskowitz  
27 United States District Judge  
28