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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 DANIEL FAGAN, Individually and on Behalf)
14 of All Others Similarly Situated,)

15 Plaintiff,)

16 vs.)

17 AMPLITUDE, INC., SPENSER SKATES, and)
18 HOANG VUONG,)

19 Defendants.)

Case No. 3:24-cv-00898

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF THE
FEDERAL SECURITIES LAWS

DEMAND FOR JURY TRIAL

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1 Plaintiff Daniel Fagan (“plaintiff”), by and through plaintiff’s undersigned attorneys,
2 individually and on behalf of all others similarly situated, alleges the following based upon
3 personal knowledge as to plaintiff and plaintiff’s own acts and upon information and belief as to
4 all other matters, based upon, *inter alia*, the investigation conducted by and through plaintiff’s
5 attorneys, which included, among other things, a review of defendants’ public documents,
6 conference calls, announcements, and U.S. Securities and Exchange Commission (“SEC”) filings,
7 wire and press releases published by and regarding Amplitude, Inc. (“Amplitude” or the
8 “Company”), analysts’ reports and advisories about the Company, and information readily
9 obtainable on the Internet. Plaintiff believes that substantial evidentiary support will exist for the
10 allegations set forth herein after a reasonable opportunity for discovery.

11 NATURE OF THE ACTION

12 1. This is a securities class action on behalf of all persons who purchased or otherwise
13 acquired Amplitude stock between September 21, 2021 and February 16, 2022, inclusive (“Class
14 Period”), seeking to pursue remedies and recover damages caused by defendants’ violations of
15 §§10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§78j(b)
16 and 78t(a), and SEC Rule 10b-5 promulgated thereunder, 17 C.F.R. §240.10b-5.

17 2. Amplitude is a technology company that helps businesses analyze data for their
18 digital products and track customer interactions. Beginning in September 2021, Amplitude
19 claimed to be experiencing extraordinary growth due to “strong demand for [its products]” and a
20 “robust” expansion from existing customers. Specifically, in connection with the Company’s
21 second quarter 2021 (“2Q21”) earnings, Amplitude reported that “revenue growth accelerated”
22 during the quarter and was “up 66% year over year.” The Company similarly reported that a key
23 growth metric, known as current remaining performance obligations (“cRPO”), was up 76% year-
24 over-year and that its dollar-based net retention rate (“NRR”) was 119%.

25 3. Amplitude operates in a nascent industry: the digital optimization market. In
26 addition, the Company has historically not been profitable. Thus, it was critical to investors that
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1 Amplitude continue its impressive growth trajectory, so that it could demonstrate a sustained
2 market for its products and services and ultimately achieve profitability. Throughout the Class
3 Period, defendants claimed that this was in fact occurring. For example, when asked during the
4 2Q21 earnings call whether the business acceleration achieved by the Company during the quarter
5 was sustainable, Amplitude’s Chief Financial Officer (“CFO”) Hoang Vuong (“Vuong”)
6 responded: “Yes.”
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8 4. Key to this purportedly sustainable acceleration was the Company’s “land-and-
9 expand strategy,” whereby the Company grew revenue by upselling existing clients on increased
10 usage and new products. In SEC filings, Amplitude listed this strategy as among its most important
11 growth initiatives and represented that, as Amplitude “customers experience the value of our
12 platform in helping to drive business outcomes in that initial use case, they frequently expand that
13 initial use case, expand into new use cases, and expand into additional products.” In connection
14 with Amplitude’s 2Q21 results, CFO Vuong told investors: “Expansion from existing customers
15 were particularly robust as the team continued to execute well on our land-and-expand strategy.”
16 Similarly, in connection with Amplitude’s third quarter 2021 (“3Q21”) results, Chief Executive
17 Officer (“CEO”) Spenser Skates (“Skates”) stated: “Existing customer demand for Amplitude was
18 also strong, with expanding customer usage and solid traction with our new products”

19 5. In September 2021, Amplitude conducted its initial public offering via direct listing
20 (the “IPO”). Unlike a traditional initial public offering, which is underwritten at a set price, a
21 direct listing is a public offering wherein existing shareholders can sell shares directly into the
22 market at whatever prices the market will bear. The company often raises no money, and
23 executives who can dump tens of millions of dollars’ worth of their personally held shares in the
24 listing company have a strong incentive to keep the stock price as high as possible.

25 6. Defendants’ Class Period statements successfully caused the price of Amplitude
26 stock to soar. On September 28, 2021, the stock opened at more than \$50 per share on its first day
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1 of trading – more than 40% above the established reference price of \$35 per share¹ – and reached
2 highs of nearly \$90 per share by the end 2021. Capitalizing on their rosy assessments and
3 reassurances regarding Amplitude’s rapid growth trajectory and ability to sustain outsized gains
4 through the Company’s land-and-expand strategy, in the months following the IPO Amplitude’s
5 senior management and Company insiders cashed out more than \$275 million in Amplitude stock
6 at artificially inflated prices, including more than \$30 million by CEO Skates and more than \$17
7 million by CFO Vuong at prices as high as \$74 per share.
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9 7. Almost immediately after this insider selling spree ended, Amplitude’s high-flying
10 stock price crashed back to reality. After the market closed on February 16, 2022, Amplitude
11 revealed its fourth quarter 2021 (“4Q21”) results and revised downward its 2022 fiscal guidance.
12 Most troubling, the Company revealed that its vaunted land-and-expand strategy, which
13 defendants had claimed had already proven successful, was in fact poised to “take a few years”
14 before it was expected to accelerate results and that despite their prior assurances of sustainable
15 growth, Amplitude management “really [did not] know” when this impact would occur. Following
16 this news, the price of Amplitude common stock plunged. After closing at \$41.61 per share on
17 February 16, 2022, the stock dropped more than **58%** – or \$24.51 per share – to close at \$17.10
18 per share on February 17, 2022, on unusually high trading volume of more than 20 million shares
19 traded.

20 8. As a result of defendants’ wrongful acts and omissions, and the subsequent declines
21 in the market value of Amplitude stock, which dropped nearly **80%** from its Class Period peak,
22 plaintiff and other members of the Class (defined below) suffered losses and damages.
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27 ¹ A reference price is meant to be a guide that informs the public of a potential initial market
28 price for stock sold in a direct listing based on investor interest in the stock.

JURISDICTION AND VENUE

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2 9. The claims asserted herein arise under and pursuant to §§10(b) and 20(a) of the
3 Exchange Act, 15 U.S.C. §§78j(b) and 78t(a), and Rule 10b-5 promulgated thereunder, 17 C.F.R.
4 §240.10b-5.

5 10. This Court has jurisdiction over the subject matter of this action pursuant to §27 of
6 the Exchange Act, 15 U.S.C. §78aa, and 28 U.S.C. §1331.

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8 11. Venue is proper in this District pursuant to §27 of the Exchange Act, 15 U.S.C.
9 §78aa, and 28 U.S.C. §1391(b). Many of the acts and transactions that constitute the alleged
10 violations of law, including the dissemination to the public of untrue statements of material fact,
11 occurred in this District. The Company’s headquarters are located in this District at 201 Third
12 Street, Suite 200, San Francisco, California 94103.

13 12. In connection with the acts alleged in this complaint, defendants, directly or
14 indirectly, used the means and instrumentalities of interstate commerce, including, but not limited
15 to, the mails, interstate telephone communications, and the facilities of the national securities
16 markets.

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18 **PARTIES**

19 13. Plaintiff Daniel Fagan purchased Amplitude stock as described in the attached
20 certification, which is incorporated herein by reference, and suffered damages as a result of the
21 conduct alleged herein.

22 14. Defendant Amplitude, Inc. is incorporated in Delaware and has its headquarters in
23 this District. Shares of Amplitude stock trade on the Nasdaq under the ticker symbol “AMPL.”

24 15. Defendant Spenser Skates co-founded Amplitude in 2012 and is the Company’s
25 CEO and a member of its Board of Directors (the “Board”).
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1 16. Defendant Hoang Vuong was the Company’s CFO from April 2019 until February
2 2023, when he was replaced by Christopher Harms as the Company’s next CFO.

3 17. Defendants Skates and Vuong are collectively referred to as the “Individual
4 Defendants.” The Individual Defendants, together with Amplitude, are collectively “defendants.”
5

6 18. Each of the Individual Defendants acted and/or made the statements detailed herein
7 in his capacity as an officer and/or director of Amplitude. Each of the Individual Defendants was
8 directly involved in the management and day-to-day operations of the Company at the highest
9 levels and was privy to confidential proprietary information concerning the Company and its
10 business, operations, services, and present and future business prospects. In addition, the
11 Individual Defendants were involved in drafting, producing, reviewing, and/or disseminating the
12 false and misleading statements and information alleged herein, were aware of, or recklessly
13 disregarded, the false and misleading statements being issued regarding the Company, and
14 approved or ratified these statements, in violation of the federal securities laws.
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16 19. The Individual Defendants, because of their positions of control and authority as
17 officers and/or directors of the Company, were able to, and did, control the content of the various
18 SEC filings, press releases, and other public statements pertaining to the Company during the Class
19 Period. Each Individual Defendant was provided with copies of the documents alleged herein to
20 be misleading before or shortly after their issuance, participated in conference calls with investors
21 during which false and misleading statements were made, and/or had the ability and/or opportunity
22 to prevent their issuance or cause them to be corrected. Accordingly, each Individual Defendant
23 is responsible for the accuracy of the public statements detailed herein and is, therefore, primarily
24 liable for the representations contained therein.
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BACKGROUND

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2 20. Amplitude makes software for what it refers to as “digital optimization,” or the
3 process of helping companies figure out more about how their customers engage with the
4 companies’ digital experiences. Amplitude’s technology is designed to provide insights regarding
5 how customers interact with digital platforms or “apps,” allowing companies to determine which
6 features are resonating with customers and tweak their products to maximize user engagement,
7 monetization, and other desirable metrics.
8

9 21. The Company’s main product offering is called Amplitude Analytics, which
10 consists of product-analytics tools. The Company launched two new offerings in the middle of
11 2021. One, called Amplitude Recommend, allows companies to send customized suggestions to
12 their users depending on the users’ past behaviors. The other, called Amplitude Experiment, lets
13 companies run various tests and otherwise try out different user experiences.
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15 22. Leading up to the start of the Class Period, Amplitude rapidly grew its revenues,
16 but was not profitable. The Company reported \$16.5 million in losses for the six months ended
17 June 30, 2021, compared to \$16.6 million in losses for the same time period in 2020. It was,
18 therefore, critically important for investors that the Company continue growing revenues at a rapid
19 pace. Based on statements by the Individual Defendants and the Company, investors expected just
20 that at the time of the Company’s direct listing. For example, the Company’s revenue for the first
21 six months of 2021 grew by 57% to \$72 million compared to \$46 million during the same period
22 in 2020. For the rest of 2021, Amplitude told investors it expected continued, rapid growth in
23 revenues in the range of \$160 million to \$162 million, representing 57% year-over-year revenue
24 growth at the midpoint.
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1 **DEFENDANTS’ MATERIALLY FALSE AND MISLEADING STATEMENTS**
2 **AND OMISSIONS DURING THE CLASS PERIOD**

3 23. On September 21, 2021 – the same day that Amplitude announced that the
4 registration statement for the IPO had been declared effective – the Company issued a press release
5 announcing its financial results for its 2Q21. The release highlighted several metrics that
6 purportedly showed favorable growth at the Company, including 66% quarterly revenue growth,
7 76% cRPO growth, and a 119% NRR. The release further stated that “the Company expects that
8 its full year 2022 total revenue growth will be in excess of 40%.” The 2Q21 earnings release
9 included the following statement from defendants Skates:

10 “The acceleration of the digital world has put digital products at the center
11 of business. Digital products are driving how businesses operate, go to market and
12 generate revenue As organizations make the shift to product-led growth, they
13 are turning to Amplitude to help drive business outcomes. ***Great execution***
14 ***combined with strong demand for the Amplitude Digital Optimization System has***
15 ***led to our exceptional second quarter results***, highlighted by revenue growth of
16 66% year-over-year, and a strong outlook for the year. ***We believe we are in the***
17 ***very early stages of a large opportunity*** and that we can help companies of various
18 sizes and digital maturities build great products through data.”

19 24. On September 21, 2021, the Company hosted its 2Q21 earnings call led by
20 defendants Skates and Vuong. In his prepared remarks, defendant Skates stated that “Amplitude
21 had an outstanding second quarter, reflecting the rapid acceleration of the digital world and great
22 execution by our team.” In particular, defendant Skates represented: “Marketing, product, data
23 science and vendor teams increased their Amplitude usage and event volume substantially over
24 this time frame, including a volume-based upsell in Q2.”

25 25. During his prepared remarks, defendant Vuong emphasized: “Expansion from
26 existing customers were particularly robust as the team continued to execute well on our land-and-
27 expand strategy.” Later, when asked by Amplitude’s investor relations representative: “What are
28 some of the assumptions that you’ve built into your guidance given the acceleration you saw in
Q2? And is that sustainable?,” defendant Vuong responded: “***Yes.***”

1 26. As the call continued, defendant Vuong was asked about the primary drivers for
2 Amplitude’s customer expansions. He responded that the expansion was “coming from multiple
3 angle[s],” stating in pertinent part as follows:

4 As far as some of the primary driver for driving expansion, we’re really
5 excited by the fact that, when we look at Q2, *we saw expansion coming from*
6 *multiple angle[s]. We saw folks that are just expanding purely because of their*
7 *expanding from volume. As Spenser highlighted, we also saw a few customers*
8 *added Recommend and Experiment. Now I want to be careful that those are still*
9 *relatively new and still relatively small, but it’s really an encouraging sign to see.*
10 *And then we also saw other customers really adding and expanding it into other*
11 *product lines and business units. And so there wasn’t one massive thing or*
12 *another. It actually kind of came pretty healthy in terms of the larger expansion*
13 *coming from [either just] volume or people expanding into additional product*
14 *lines.*

15 27. On September 28, 2021, Amplitude filed with the SEC the prospectus for the IPO
16 on Form 424B4, which was signed by defendants Skates and Vuong among others (“the
17 Prospectus”). The Prospectus highlighted the Company’s land-and-expand strategy as one of its
18 primary “Growth Strategies,” stating in pertinent part as follows:

- 19 • ***Expand Across Our Existing Customer Base.*** We believe that there are
20 significant opportunities to continue to expand our relationships with our
21 existing customers. We employ a land and expand business model designed
22 to land with an initial use case and expand through onboarding additional
23 functional teams, products, and use cases.
 - 24 ○ ***Promote Upsell: Once a customer is on our platform there are***
25 ***many ways we can promote upsell opportunities.*** Customers can
26 expand an initial use case by adding additional events or
27 functionality to generate deeper analytics. They can also expand
28 into additional functional teams who are looking to address a related
use case or bring new digital products on our platform, both of which
require additional data to be instrumented.
 - ***Drive Cross-sell: Our platform delivers end-to-end optimization***
that allows our customers to expand beyond analytics and layer on
additional products, such as Recommend and Experiment, and we
offer to optimize the digital product experiences of their customers.

Within our largest customers, we have demonstrated our ability to grow
our reach to include thousands of users across their organization who leverage
our system to drive business outcomes. Our dollar-based net retention rate as of
December 31, 2020 and June 30, 2021 was 119% for paying customers.

1 28. The Prospectus represented that this land-and-expand strategy was already
2 working, claiming that Amplitude customers “frequently expand” after being onboarded to
3 Amplitude products and had already been “demonstrated” by Amplitude’s existing NRR, stating
4 in pertinent part as follows:

5 *As customers experience the value of our platform in helping to drive business*
6 *outcomes in that initial use case, they frequently expand that initial use case,*
7 *expand into new use cases, and expand into additional products. Our ability to*
8 *expand successfully within our customer base is demonstrated by our strong*
dollar-based net retention rates. As of December 31, 2019 and 2020, our dollar-
based net retention rate across paying customers was 116% and 119%, respectively.

9 29. The Prospectus also emphasized that industry trends had moved in the Company’s
10 favor and that the Company’s digital optimization products would “*be a strategic business*
11 *imperative as digital transformation continues at an accelerated pace,*” and that digital
12 optimization was needed for businesses “to make sense of the exponential increase in digital
13 product and user behavioral data to help ensure businesses are making the right product bets and
14 to maximize their impact.” The Prospectus touted the \$37 billion market for digital optimization
15 and described the Company’s market leader position in the digital analytics space as one of the
16 Company’s key “competitive strengths.”

17 30. On September 29, 2021, CEO Skates participated in an online AMA (ask me
18 anything) session, fielding questions from online participants. When asked where he saw the
19 Company going now that it was public, Skates highlighted that the Company was experiencing
20 explosive revenue growth, writing, in relevant part:

21 I feel good about the massive market as well as our differentiation. The #1
22 challenge is getting the right team in place to execute successfully against the
23 opportunity. *When you’re growing 50-60% YoY,* you have an entirely new
24 company every 2 years. There is such a high degree of variation between people
25 that just because you’re a high functioning organization today does not guarantee
26 you will be tomorrow. My biggest lever on it as CEO is the leaders we bring into
the business and so I spend a lot of time thinking about how to get that right.

27 31. During the same AMA, Skates touted the value of Amplitude’s stock price, stating
28 that a traditional IPO “sets you up to massively underprice your stock” and that, in his opinion,

1 “companies that went through the traditional IPO process underpriced their stock by 50%,”
2 strongly implying that Amplitude’s direct listing stock price, which opened at \$50 per share,
3 accurately valued the Company. When asked why he took the Company public, Skates answered,
4 in relevant part, by writing:

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6 You really should take your company public once you reach 100M in ARR. The
7 expectation for performance across the board goes up and good companies rise to
8 meet the moment. ***You’re expected to do a better job of forecasting and planning
your business, telling your story, sharing your long term vision, ensuring proper
financial and legal oversight, and a lot else.*** Companies staying private so much
longer has been bad for the them and for the ecosystem IMO.

9 32. Discussing the Company’s path to a direct listing instead of a traditional IPO,
10 Skates stated:

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12 My absolute favorite argument was that if you price too high, you price out
13 people who will stick with you, and that will cause your price to be lower in the
14 future than it would have been otherwise. Luckily, I did a year in the finance world
15 in high frequency trading so they couldn’t pull this one on me. That logic is the
16 opposite of how pricing in a market works. ***High prices now are a signal that
prices in the future are expected to be higher. If you want your price to be higher
in the future, having it be higher in the present will increase the likelihood of that
outcome.*** The thinking reminded me of Yogi Berra’s famous quote: “Nobody goes
there anymore. It’s too crowded.”

17 33. On November 9, 2021, Amplitude issued a press release announcing its financial
18 results for its 3Q21. The release highlighted several metrics that purportedly showed favorable
19 growth at the Company, including 72% quarterly revenue growth, 66% cRPO growth, and a 121%
20 NRR. The release quoted defendant Skates, who stated: ““Good execution combined with strong
21 demand for the Amplitude Digital Optimization System drove our third quarter results. We believe
22 we are in the very early stages of a large market opportunity””

23 34. Also on November 9, 2021, the Company hosted its 3Q21 earnings call led by
24 defendants Skates and Vuong. During his prepared remarks, defendant Skates stated: “Existing
25 customer demand for Amplitude was also strong, with expanding customer usage and solid traction
26 with our new products, Recommend and Experiment.” He continued: “This was further
27 demonstrated by a dollar-based net retention rate of 121%, which improved 200 basis points year-
28 on-year.” Defendant Skates later stated: “We’re also seeing the power of Amplitude’s digital

1 optimization system help with customers' critical business goals and enable them to become more
2 product-led," which he claimed "leads to more expansion and upsells within existing accounts and
3 increasing customer adoption with our new products." Defendant Skates then walked investors
4 through several purported examples of Amplitude's success in upselling clients and employing
5 their land-and-expand strategy.

6 35. In his prepared remarks, defendant Vuong stated that "we had some large expansion
7 in Q2 '21 along with easier year-over-year comp due to the impact of COVID that are contributing
8 to our growth rate" and claimed that Amplitude "ended Q3 '21 with 1,417 paying customers, an
9 increase of 54% year-over-year versus 51% last quarter, continuing the acceleration of customer
10 growth." He continued: "**Overall, our team continues to execute well on our land-and-expand**
11 **strategy**, improving our dollar-based Net Retention Rate, or our NRR, to 121% and up 200 basis
12 points both sequentially and year-over-year."

13 36. When asked by an analyst about the Company's cross-sell opportunities, defendant
14 Vuong reassured investors that the Company was successfully pulling multiple levers in its land-
15 and-expand strategy, stating in pertinent part as follows:

16 *I think as we look at the kind of medium-, long-term, we see opportunity to grow*
17 *net retention rate, not just from [extension], as you mentioned, with both volume*
18 *up-sell, but what we consider a horizontal upsell, where you're selling to different*
19 *use cases or additional business unit and product line inside of the company. And*
then, obviously, the addition of Recommend and Experiment, as you just
mentioned, that just gives us additional firepower to go after our existing base.

20 *And so the combination of those strengths that we're seeing, along with*
we mentioned in Q2 we had some really great expansion, and then coming off of
21 *some quarters that had, let's say, more churn coming from SMB and other from*
COVID is why we're seeing the increase in that retention rate. And our goal is to
22 *try to maintain that and keep that well above \$120 million.*

23 37. Similarly, when defendant Vuong was asked about Amplitude's sales and
24 marketing efforts, he responded: "I think we feel really great about, first, [getting] the story that
25 we're able to tell both in the market and the customers and the success that we're actually having
26 in terms of winning new customer and expanding customers."

1 38. The statements referenced in ¶¶23-37 above were each materially false and
2 misleading when made because they misrepresented and failed to disclose the following adverse
3 facts, which were known to defendants or recklessly disregarded by them as follows:

4 (a) that Amplitude’s land-and-expand strategy was years away from
5 significantly accelerating revenues among its newer client cohorts;

6 (b) that the rapid acceleration in the Company’s 2Q21 results resulted from the
7 ephemeral effects of the COVID-19 pandemic which had not continued by the start of the Class
8 Period, as Amplitude clients were expanding at a slower pace; and

9 (c) that, as a result of (a)-(b) above, Amplitude’s business, operations,
10 financial results, and prospects were materially worse than represented to investors during the
11 Class Period.

12 39. Then, after the market closed on February 16, 2022, the Company issued a press
13 release announcing its 4Q21 financial results. The release revised downward the Company’s 2022
14 revenue guidance, from more than 40% to a range of \$226 million to \$234 million (or 35% to
15 40%).

16 40. Also on February 16, 2022, Amplitude hosted its 4Q21 earnings call which was led
17 by defendants Skates and Vuong. During his prepared remarks, defendant Vuong stated that the
18 Company was still “a few years” away from many of its new customers “completely embrac[ing]
19 the full capability of [Amplitude’s] digital optimization,” which he stated would eventually “drive
20 larger expansion.” Although defendants had previously indicated that significant expansions were
21 “frequently” occurring, defendant Vuong stated that, in fact, “the precise timing of these can
22 fluctuate and that timing uncertainty is reflected in our 2022 guidance.”

23 41. When questioned why the Company was not expanding as rapidly as before,
24 defendant Vuong stated that the Company’s prior success was the temporary result of the COVID-
25 19 pandemic, which had worn off, and “[w]e obviously expected that growth rate to kind of slow
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1 down or decline.” He further stated that “it’s just not clear for us right now in terms of the exact
2 timing of these expansions” and that the Company was progressing “slower” than previously.

3 42. Defendants were pressed more during the call on the sudden admission that
4 Amplitude’s expansion efforts were slowing, as analysts asked why its customers “were really not
5 expanding where you expected?” and whether Amplitude needed “to rectify that from a product
6 perspective?” or take some other action. In response, defendant Skates stated that the “precise
7 timing of these expansions can fluctuate.” He later stated that “it’s not just a one quarter or one
8 year thing. It can take many years even in these companies that are very tech forward because
9 they’re adopting a new way of building their product.” In response to an analyst who questioned
10 how it could be that the Company was now saying, “we don’t know when the expansion is going
11 to happen,” defendant Skates stated in pertinent part as follows:

12 As to the timing comment, I think this is something, frankly, I’ve seen as CEO since
13 the very beginning of Amplitude. Like you come in, you land with a team and
14 they’ll start to get some wins and then that religion will grow and get adopted by
15 the rest of the company. ***But that process, it can take a few years. It’s not just
like a one-quarter thing where it’s like, all right, let’s roll this whole thing out
from day one.***

16 43. Reacting to the revelation that Amplitude’s vaunted land-and-expand strategy was
17 still years away from accelerating revenue growth with the Company’s new clients and that the
18 touted acceleration from 2Q21 was due to the ephemeral effects of the COVID-19 pandemic rather
19 than sustainable business factors, the price of Amplitude stock plummeted. After closing at \$41.61
20 per share on February 16, 2022, the stock opened at \$26 per share on February 17, 2022, 37%
21 lower than its prior close, and continued dropping throughout the day, ultimately closing at \$17.10,
22 down nearly 59% on elevated trading volume of more than 20 million shares traded.

23 44. In the wake of defendants’ disclosures, analysts imposed significant cuts on their
24 price targets for Amplitude stock. For example, on February 17, 2022, Morgan Stanley lowered
25 its price target on Amplitude stock by more than 50%, from \$70 per share to \$34 per share, and
26 wrote that “Amplitude’s second quarter as a public company fell short of expectations” because of
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1 customers “expanding spend at a slower rate” and added “[w]e expect shares to be under pressure
2 until we see evidence of faster execution against the emerging Digital Optimizing software
3 opportunity, supporting upside to guidance and limiting the growth deceleration into FY22
4 (+37.5% from +63.2% in FY21).”

5
6 45. Similarly, on February 17, 2022, BofA Global Research cut its Amplitude price
7 target to \$38 per share from \$65 per share, and stated that Amplitude’s

8 2022 revenue guidance that came in below the Street, and management’s
9 commentary on the puts and takes raises several questions on: 1) the stability of the
10 future growth profile, 2) the magnitude of pandemic pull-forward tailwinds turning
11 into headwinds, 3) visibility into the pipeline and end-market demand trends, 4)
12 overall competitive environment, and 5) execution risks.

13 46. Although the Company ultimately achieved 40% revenue growth in 2022, the
14 weakness in its land-and-expand strategy has kept the price of Amplitude stock depressed. The
15 price of Amplitude Class A stock currently trades at less than \$15 per share, more than 80% below
16 the Class Period high.

17 47. As a result of defendants’ wrongful acts and omissions, and the subsequent declines
18 in the market value of the Company’s stock, plaintiff and other Class members suffered losses and
19 damages.

20 **FRAUDULENT SCHEME AND COURSE OF BUSINESS**

21 48. Defendants are liable for: (i) making false statements; and/or (ii) failing to disclose
22 adverse facts known to them about Amplitude. Defendants’ fraudulent scheme and course of
23 business that operated as a fraud or deceit on purchasers of Amplitude stock was a success, as it:
24 (i) deceived the investing public regarding Amplitude’s prospects and business; (ii) artificially
25 inflated the price of Amplitude stock; and (iii) caused plaintiff and other members of the Class to
26 purchase Amplitude stock at artificially inflated prices and suffer damages when that artificial
27 inflation was removed from the price of Amplitude stock.

CLASS ACTION ALLEGATIONS

1
2 49. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rules
3 of Civil Procedure on behalf of all persons who purchased or otherwise acquired Amplitude stock
4 during the Class Period and were damaged thereby as alleged herein (the “Class”). Excluded from
5 the Class are defendants and their immediate families, the officers, directors, and affiliates of
6 defendants, at all relevant times, and their immediate families, and their legal representatives,
7 heirs, successors, or assigns, and any entity in which defendants have or had a controlling interest.

8
9 50. The members of the Class are so numerous that joinder of all members is
10 impracticable. The disposition of their claims in a class action will provide substantial benefits to
11 the parties and the Court. Amplitude stock trades on the Nasdaq and Amplitude has millions of
12 shares outstanding, owned by hundreds, if not thousands, of persons.

13 51. There is a well-defined community of interest in the questions of law and fact
14 involved in this case. Questions of law and fact common to the members of the Class that
15 predominate over questions that may affect individual Class members include:
16

- 17 (a) whether defendants violated the Exchange Act;
- 18 (b) whether statements made by defendants to the investing public omitted
19 and/or misrepresented material facts about Amplitude;
- 20 (c) whether defendants’ statements omitted material facts necessary to make
21 the statements made, in light of the circumstances under which they were made, not misleading;
- 22 (d) whether defendants knew or recklessly disregarded that their statements
23 were false and misleading;
- 24 (e) whether the price of Amplitude stock was artificially inflated; and
- 25 (f) the extent of damages sustained by Class members and the appropriate
26 measure of damages.
27
28

1 52. Plaintiff's claims are typical of those of the Class because plaintiff and the Class
2 sustained damages from defendants' wrongful conduct.

3 53. Plaintiff will adequately protect the interests of the Class and has retained counsel
4 experienced in class action securities litigation. Plaintiff has no interests which conflict with those
5 of the Class.
6

7 54. A class action is superior to other available methods for the fair and efficient
8 adjudication of this controversy. There will be no difficulty in the management of this action as a
9 class action.

10 **ADDITIONAL SCIENTER ALLEGATIONS**

11 55. As alleged herein, defendants acted with scienter in that they knew that the public
12 documents and statements issued or disseminated in the name of the Company were materially
13 false and misleading and omitted material facts, knew that such statements or documents would
14 be issued or disseminated to the investing public, and knowingly and substantially participated or
15 acquiesced in the issuance or dissemination of such statements or documents as primary violations
16 of the federal securities laws. As set forth elsewhere herein in detail, defendants, by virtue of their
17 receipt of information reflecting the true facts regarding Amplitude, their control over and/or
18 receipt and/or modification of allegedly materially misleading misstatements, and/or their
19 associations with the Company, which made them privy to confidential proprietary information
20 concerning Amplitude, participated in the fraudulent scheme alleged herein.
21

22 56. Amplitude's land-and-expand strategy was one of the Company's primary growth
23 initiatives and was closely followed and overseen by the Individual Defendants, who held
24 themselves out to the market as the persons most knowledgeable about its implementation. For
25 example, defendant Vuong stated that Amplitude's management looks at "all the metrics . . . in
26 terms of the product usage and what we call weekly learning users" to get a sense of expansion.
27 Defendant Vuong has also admitted that the Company did not expect the growth rate experienced
28

1 in 2Q21 to continue and that they had known that Amplitude customers were expanding at a
2 “slower” rate.

3 57. Defendants also had the motive and opportunity to commit fraud. In the months
4 following the IPO Amplitude’s senior management and Company insiders cashed out more than
5 \$275 million in Amplitude stock at artificially inflated prices, including more than \$30 million by
6 CEO Skates and more than \$17 million by CFO Vuong at prices as high as \$74 per share.

7 **LOSS CAUSATION/ECONOMIC LOSS**

8 58. During the Class Period, as detailed herein, defendants engaged in a scheme to
9 deceive the market and a course of conduct that artificially inflated the price of Amplitude stock
10 and operated as a fraud or deceit on Class Period purchasers of Amplitude stock by failing to
11 disclose and misrepresenting the adverse facts detailed herein. When defendants’ prior
12 misrepresentations and fraudulent conduct were disclosed and became apparent to the market, the
13 price of Amplitude stock fell precipitously as the prior artificial inflation came out of the stock’s
14 price. As a result of their purchases of Amplitude stock during the Class Period, plaintiff and the
15 other Class members suffered economic loss, *i.e.*, damages, under the federal securities laws when
16 the truth about Amplitude was revealed through the disclosures specified herein, which removed
17 the artificial inflation from the price of Amplitude stock.
18

19 59. By failing to disclose to investors the adverse facts detailed herein, defendants
20 presented a misleading picture of Amplitude’s business and prospects. Defendants’ false and
21 misleading statements had the intended effect and caused Amplitude stock to trade at artificially
22 inflated levels throughout the Class Period.
23

24 60. As a direct result of the disclosures identified herein, the price of Amplitude stock
25 fell precipitously. This removed the artificial inflation from the price of Amplitude stock, causing
26 real economic loss to investors who had purchased Amplitude stock at artificially inflated prices
27 during the Class Period.
28

1 61. The price declines were a direct result of the nature and extent of defendants' fraud
 2 being revealed to investors and the market through partial disclosures. The timing and magnitude
 3 of the price declines in Amplitude stock negate any inference that the losses suffered by plaintiff
 4 and the other Class members were caused by changed market conditions, macroeconomic or
 5 industry factors, or Company-specific facts unrelated to defendants' fraudulent conduct. The
 6 economic loss, *i.e.*, damages, suffered by plaintiff and the other Class members was a direct result
 7 of defendants' fraudulent scheme to artificially inflate the price of Amplitude stock and the
 8 subsequent significant declines in the value of Amplitude stock when defendants' prior
 9 misrepresentations and other fraudulent conduct were revealed.
 10

11 **APPLICABILITY OF PRESUMPTION OF RELIANCE:
 12 FRAUD ON THE MARKET DOCTRINE**

13 62. At all relevant times, the market for Amplitude stock was an efficient market for
 14 the following reasons, among others:

15 (a) Amplitude stock met the requirements for listing and was listed and actively
 16 traded on the Nasdaq, a highly efficient and automated market;

17 (b) as a regulated issuer, Amplitude filed periodic public reports with the SEC;

18 (c) Amplitude regularly communicated with public investors via established
 19 market communication mechanisms, including the regular disseminations of press releases on the
 20 national circuits of major newswire services and other wide-ranging public disclosures, such as
 21 communications with the financial press and other similar reporting services; and
 22

23 (d) Amplitude was followed by several securities analysts employed by major
 24 brokerage firms who wrote reports that were distributed to the sales force and certain customers
 25 of their respective brokerage firms. Each of these reports was publicly available and entered the
 26 public marketplace.
 27
 28

1 63. As a result of the foregoing, the market for Amplitude stock promptly digested
2 current information regarding Amplitude from all publicly available sources and reflected such
3 information in the price of the stock. Under these circumstances, all purchasers of Amplitude
4 stock during the Class Period suffered similar injury through their purchase of Amplitude stock at
5 artificially inflated prices and a presumption of reliance applies.

6
7 **NO SAFE HARBOR**

8 64. The “Safe Harbor” warnings accompanying Amplitude’s reportedly forward-
9 looking statements (“FLS”) issued during the Class Period were ineffective to shield those
10 statements from liability. To the extent that projected revenues and earnings were included in the
11 Company’s financial reports prepared in accordance with generally accepted accounting
12 principles, including those filed with the SEC on Form 8-K, they are excluded from the protection
13 of the statutory Safe Harbor. *See* 15 U.S.C. §78u-5(b)(2)(A).

14 65. Defendants are also liable for any false and misleading FLS pled because, at the
15 time each FLS was made, the speaker knew the FLS was false or misleading and the FLS was
16 authorized and/or approved by an executive officer of Amplitude who knew that the FLS was false.
17 In addition, the FLS were contradicted by existing, undisclosed material facts that were required
18 to be disclosed so that the FLS would not be misleading. Finally, most of the purported “Safe
19 Harbor” warnings were themselves misleading because they warned of “risks” that had already
20 materialized or failed to provide meaningful disclosures of the relevant risks.

21
22 **COUNT I**

23
24 **For Violations of §10(b) of the Exchange Act and Rule 10b-5
25 Against All Defendants**

26 66. Plaintiff incorporates ¶¶1-65 by reference.

27 67. During the Class Period, Amplitude and the Individual Defendants disseminated or
28 approved the false statements specified above, which they knew or recklessly disregarded were

1 misleading in that they contained misrepresentations and failed to disclose material facts necessary
2 in order to make the statements made, in light of the circumstances under which they were made,
3 not misleading.

4 68. Amplitude and the Individual Defendants violated §10(b) of the Exchange Act and
5 Rule 10b-5 in that they:

- 6 (a) employed devices, schemes, and artifices to defraud;
- 7 (b) made untrue statements of material fact or omitted to state material facts
8 necessary in order to make the statements made, in light of the circumstances under which they
9 were made, not misleading; or
- 10 (c) engaged in acts, practices, and a course of business that operated as a fraud
11 or deceit upon plaintiff and others similarly situated in connection with their purchases of
12 Amplitude stock during the Class Period.

13 69. In addition to the duties of full disclosure imposed on Amplitude and the Individual
14 Defendants as a result of their affirmative false and misleading statements to the public, they had
15 a duty to promptly disseminate truthful information with respect to Amplitude's operations and
16 performance that would be material to investors in compliance with the integrated disclosure
17 provisions of the SEC, so that the market price of the Company's stock would be based on truthful,
18 complete, and accurate information. SEC Regulation S-X, 17 C.F.R. §210.1-01 *et seq.*; SEC
19 Regulation S-K, 17 C.F.R. §229.10 *et seq.*

20 70. As a direct and proximate result of defendants' wrongful conduct, plaintiff and the
21 Class have suffered damages in connection with their respective purchases and sales of Amplitude
22 stock during the Class Period, because, in reliance on the integrity of the market, they paid
23 artificially inflated prices for Amplitude stock and experienced losses when the artificial inflation
24 was released from Amplitude stock as a result of the partial revelations and price declines detailed
25
26
27
28

1 herein. Plaintiff and the Class would not have purchased Amplitude stock at the prices they paid,
2 or at all, if they had been aware that the market prices had been artificially and falsely inflated by
3 defendants' misleading statements.

4 71. By virtue of the foregoing, Amplitude and the Individual Defendants have each
5 violated §10(b) of the Exchange Act, and Rule 10b-5 promulgated thereunder.
6

7 **COUNT II**

8 **For Violations of §20(a) of the Exchange Act**
9 **Against All Defendants**

10 72. Plaintiff incorporates ¶¶1-71 by reference.

11 73. Amplitude and the Individual Defendants acted as controlling persons of Amplitude
12 within the meaning of §20(a) of the Exchange Act. By reason of their controlling positions with
13 the Company, and their ownership of Amplitude stock, the Individual Defendants had the power
14 and authority to cause Amplitude to engage in the wrongful conduct complained of herein.
15 Amplitude controlled the Individual Defendants and all of its employees. By reason of such
16 conduct, Amplitude and the Individual Defendants are liable pursuant to §20(a) of the Exchange
17 Act.
18

19 **PRAYER FOR RELIEF**

20 WHEREFORE, plaintiff prays for judgment as follows:

21 A. Determining that this action is a proper class action, designating plaintiff as Lead
22 Plaintiff, and certifying plaintiff as a Class representative and appointing plaintiff's counsel as
23 Lead Counsel under Rule 23 of the Federal Rules of Civil Procedure;

24 B. Awarding compensatory damages in favor of plaintiff and the other Class members
25 against all defendants, jointly and severally, for all damages sustained as a result of defendants'
26 wrongdoing, in an amount to be proven at trial, including interest thereon;
27
28

1 C. Awarding plaintiff and the Class their reasonable costs and expenses incurred in
2 this action, including counsel fees and expert fees; and

3 D. Awarding such equitable, injunctive, or other relief as deemed appropriate by the
4 Court.

5 **JURY DEMAND**

6 Plaintiff demands a trial by jury.

7 DATED: February 14, 2024

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9 & DOWD LLP
10 SHAWN A. WILLIAMS

11 s/ Shawn A. Williams
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Attorneys for Plaintiff

**CERTIFICATION OF PLAINTIFF
PURSUANT TO FEDERAL SECURITIES LAW**

Daniel Fagan ("Plaintiff") declares as to the claims asserted, or to be asserted, under the federal securities laws, that:

1. Plaintiff has reviewed the Class Action Complaint and has retained Robbins LLP as counsel in this action for all purposes, and authorized the filing of the Complaint.

2. Plaintiff did not acquire the security that is the subject of this action at the direction of Plaintiff's counsel or in order to participate in any private action or any other litigation under the federal securities laws.

3. Plaintiff has made the following transaction(s) during the Class Period in the securities that are the subject of this action:

SECURITY	TRANSACTION (Purchase/Sale)	QUANTITY	TRADE DATE	PRICE PER SHARE/SECURITY
AMPL	Purchase	26	12/23/21	\$55.48

4. Plaintiff is willing to serve as a representative party on behalf of a class, including providing testimony at deposition and trial, if necessary, and Plaintiff is willing to serve as a lead plaintiff, a lead plaintiff being a representative party who acts on behalf of other class members in directing the action.

5. Plaintiff has not sought to serve or served as a representative party for a class in an action filed under the federal securities laws within the past three years, unless otherwise stated in the space below:

6. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond the Plaintiff's pro rata share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the Court.

7. Plaintiff represents and warrants that he is fully authorized to enter into and execute this certification.

I declare under penalty of perjury that the foregoing is true and correct. Executed this
13 _____ day of February, 2024.

DocuSigned by:

Daniel Fagan

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DANIEL FAGAN

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DANIEL FAGAN, Individually and on Behalf of All Others Similarly Situated

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

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

Shawn A. Williams, Robbins Geller Rudman & Dowd LLP Post Montgomery Center One Montgomery Street, Suite 1800 San Francisco, CA 94104 415.288-4545

DEFENDANTS

AMPLITUDE, INC., SPENSER SKATES, and HOANG VUONG

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER 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): 28 U.S.C. §§78j(b) and 78t(a) Private Securities Litigation Reform Act

Brief description of cause: Complaint for Violations of the Federal Securities Laws

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

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

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 02/14/2024

SIGNATURE OF ATTORNEY OF RECORD

s/ Shawn A. Williams

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no 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 Federal Rule of Civil Procedure 23. 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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.