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14 *Counsel for Plaintiff*

15
16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**

18 JENNIFER ANZO, an individual;
19 Plaintiff,

20 v.

21 JANSSEN RESEARCH & DEVELOPMENT,
22 LLC; JANSSEN PHARMACEUTICALS, INC.;
23 JOHNSON & JOHNSON,
24 Defendants.

CASE NO. _____

COMPLAINT FOR DAMAGES

1. Strict Product Liability
Failure to Warn
2. Negligence
3. Breach of Implied Warranty
4. Breach of Express Warranty
5. Negligent Misrepresentation
6. Design Defect
7. Unjust Enrichment

JURY TRIAL DEMANDED

1 **COMPLAINT AND DEMAND FOR JURY TRIAL**

2 JENNIFER ANZO, (“Plaintiff”), by and through the undersigned counsel, hereby sues Janssen
3 Research & Development, LLC; Janssen Pharmaceuticals, and Johnson & Johnson (“Defendants”),
4 and alleges as follows:

5 **I. PROCEDURAL AND FACTUAL BACKGROUND**

6 **A. BACKGROUND**

7 1. This is an action for damages suffered by Plaintiff as a direct and proximate result of
8 Defendant’s negligent and wrongful conduct in connection with the design, development,
9 manufacture, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of
10 INVOKANA (also known as CANAGLIFLOZIN).

11 **B. PARTIES**

12 2. At the time of Plaintiff’s use of Invokana and injuries, Plaintiff was a resident and citizen of
13 Stockton, San Joaquin County, California. The Plaintiff currently resides in and is a citizen of
14 Stockton, San Joaquin County, California.

15 3. Defendant Janssen Research & Development LLC (“Janssen R&D”) is a limited liability
16 company organized under the laws of New Jersey, with a principal place of business at 920 Route 202,
17 Raritan NJ 08869. Janssen R&D’s sole member is Janssen Pharmaceuticals, Inc.

18 4. Defendant Janssen Pharmaceuticals, Inc. (Janssen) is a Pennsylvania corporation with a
19 principal place of business at 1125 Trenton-Harbourton Road, Titusville, New Jersey 08560. Both
20 Janssen, and its wholly owned LLC, Janssen R&D, are subsidiaries of Johnson & Johnson.

21 5. Defendant Johnson & Johnson, Inc. is a New Jersey corporation with a principal place of
22 business at One Johnson & Johnson Plaza, New Brunswick, Middlesex County, New Jersey 08933.

23 6. At all times herein mentioned, Defendants advertised, promoted, supplied, and sold to
24 distributors and retailers for resale to physicians, hospitals, medical practitioners, and the general
25 public a certain pharmaceutical product, Invokana.

26 **C. JURISDICTION AND VENUE**

1 7. This Court has jurisdiction over Defendants in this action pursuant to 28 U.S.C. § 1332
2 because there is complete diversity of citizenship between Plaintiff and Defendants and because the
3 amount in controversy exceeds \$75,000 exclusive of interest and costs, and because, among other
4 reasons, Defendants have significant contacts with this district by virtue of doing business within this
5 judicial district.

6 8. Venue is proper within this district pursuant to 28 U.S.C. § 1391 because Plaintiff resides
7 in this district and because a substantial part of the acts and/or omissions giving rise to these claims
8 occurred within this district.

9 **D. FACTUAL ALLEGATIONS**

10 9. This action for damages is brought on behalf of the Plaintiff who was prescribed and
11 supplied with, received and who has taken and applied the prescription drug Invokana, as tested,
12 studied, researched, evaluated, endorsed, designed, formulated, compounded, manufactured, produced,
13 processed, assembled, inspected, distributed, marketed, labeled, promoted, packaged, advertised for
14 sale, prescribed, sold or otherwise placed in the stream of interstate commerce by Defendants. This
15 action seeks, among other relief, general and special damages and equitable relief in order to enable
16 Plaintiff to treat and monitor the dangerous, severe and life-threatening side effects caused by this
17 drug.

18 10. Defendants' wrongful acts, omissions, and fraudulent misrepresentations caused Plaintiff's
19 injuries and damages.

20 11. At all times herein mentioned, Defendants were engaged in the business of researching,
21 licensing, designing, formulating, compounding, testing, manufacturing, producing, processing,
22 assembling, inspecting, distributing, marketing, labeling, promoting, packaging and/or advertising for
23 sale or selling the prescription drug Invokana for the use and application by patients with diabetes,
24 including, but not limited to, Plaintiff.

25 12. At all times herein mentioned, Defendants were authorized to do business within the states
26 of California and New Jersey.
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1 13. At all times herein mentioned, the officers and directors of Defendants participated in,
2 authorized, and directed the production and promotion of the aforementioned product when they knew,
3 or with the exercise of reasonable care should have known, of the hazards and dangerous propensities
4 of said product and thereby actively participated in the tortious conduct which resulted in the injuries
5 suffered by Plaintiff herein.

6 14. Plaintiff files this lawsuit within the applicable limitations period of first suspecting that
7 said drug caused the appreciable harm sustained by Plaintiff. Plaintiff could not, by the exercise of
8 reasonable diligence, have discovered the wrongful cause of her injuries, as their cause was unknown
9 to Plaintiff. Plaintiff did not suspect, nor did Plaintiff have reason to suspect, that she had been
10 injured, the cause of the injuries, or the tortious nature of the conduct causing the injuries, until less
11 than the applicable limitations period prior to the filing of this action. Additionally, Plaintiff was
12 prevented from discovering this information sooner because Defendants herein misrepresented and
13 continue to misrepresent to the public and to the medical profession that the drug Invokana is safe and
14 free from serious side effects, and Defendants have fraudulently concealed facts and information that
15 could have led Plaintiff to discover a potential cause of action.

16 15. This case involves the prescription drug Invokana, which is manufactured, sold,
17 distributed and promoted by the Defendants Janssen Research & Development, LLC, Janssen
18 Pharmaceuticals, and Johnson & Johnson as a treatment for Type 2 Diabetes Mellitus.

19 16. Defendants misrepresented that Invokana is a safe and effective treatment for type 2
20 diabetes mellitus when in fact the drug causes serious medical problems which require hospitalization
21 and can lead to life threatening complication, including but not limited to Diabetic Ketoacidosis and its
22 sequelae, Kidney Failure and its sequelae, as well as serious cardiovascular problems.

23 17. Invokana was the first drug in the SGLT2 inhibitor class to be approved by the FDA. It is
24 a sodium-glucose transport protein inhibitor that blocks glucose from being absorbed by the kidneys.
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1 18. These effects, if not monitored and controlled properly, can lead to kidney failure,
2 profound cardiovascular problems, and diabetic ketoacidosis, a serious condition where the body
3 produces high levels of blood acids called ketones.

4 19. These conditions require hospitalization, can be life threatening, and lead to serious
5 complications.

6 20. Specifically, ketoacidosis may lead to complications such as cerebral edema, pulmonary
7 edema, cerebrovascular accident, myocardial infarction, nonspecific myocardial injury, severe
8 dehydration and coma.

9 21. Janssen R&D obtained approval from the Food and Drug Administration (“FDA”) to
10 market Invokana on February 28, 2013.

11 22. Defendants were aware that the mechanism of action for Invokana places extraordinary
12 pressure on the kidneys and renal system.

13 23. Despite their knowledge of data indicating that Invokana use is causally related to the
14 development of Diabetic Ketoacidosis and kidney failure, Defendants promoted and marketed
15 Invokana as safe and effective for persons such as Plaintiff throughout the United States, including this
16 judicial district.

17 24. Defendants failed to adequately warn physicians about the risks associated with Invokana
18 and the monitoring required to ensure their patients’ safety.

19 25. Defendants engaged in aggressive direct-to-consumer and physician marketing and
20 advertising campaigns for Invokana.

21 26. Consumers of Invokana and their physicians relied on the Defendants’ false
22 representations and were misled as to the drug’s safety, and as a result have suffered injuries including
23 kidney failure, diabetic ketoacidosis, cardiovascular problems, and the life-threatening complications
24 thereof.

25 27. On May 15, 2015 the FDA announced that SGLT2 inhibitors may lead to diabetic
26 ketoacidosis.
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1 28. Despite the FDA's announcement, Invokana's label continues to fail to warn consumers of
2 the serious risk of developing diabetic ketoacidosis while using Invokana.

3 29. Plaintiff was prescribed Invokana by her treating physician and used it as directed.

4 30. Plaintiff was prescribed Invokana to improve glycemic control as an adjunct to diet and
5 exercise.

6 31. Plaintiff developed diabetic ketoacidosis on or about October 30, 2013, as a result of
7 treatment with Invokana and was hospitalized at Dameron Hospital, located at 525 West Acacia Street,
8 Stockton, California 95203.

9 32. As a result of her development of diabetic ketoacidosis, Plaintiff developed serious
10 complications such as nausea and vomiting, severe abdominal pain, severe dehydration, labored
11 breathing, low blood pressure, and tachycardia.

12 33. Defendants had a duty to warn prescribing physicians about the risks of Invokana use,
13 including the risk of diabetic ketoacidosis and resulting complications.

14 34. Had Plaintiff and her physicians known the true risks associated with the use of SGLT2
15 inhibitors, including Invokana, she would not have consumed the Invokana, and/or would have been
16 adequately monitored for its side effects, and as a result, would not have incurred the injuries or
17 damages she did as a result of her use of Invokana.

18 **II. CAUSES OF ACTION**

19 **Count One – Strict Products Liability – Failure to Warn**

20 35. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
21 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
22 length herein.

23 36. Defendants are liable under the theory of product liability as set forth in §§ 402A and
24 402B of the Restatement of Torts 2d.

25 37. The Invokana manufactured and/or supplied by Defendants was defective due to
26 inadequate warnings or instructions because Defendants knew or should have known that the product
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1 created significant risks of serious bodily harm to consumers, and they failed to adequately warn
2 consumers and/or their health care providers of such risks.

3 38. Defendants failed to adequately warn consumers and/or their health care providers that
4 Invokana could lead to diabetic ketoacidosis and the life threatening complications thereof.

5 39. Defendants failed to adequately warn consumers and/or their health care providers that
6 while a patient was taking Invokana it was necessary to frequently monitor for signs of diabetic
7 ketoacidosis and kidney failure.

8 40. The Invokana manufactured and/or supplied by Defendants was defective due to
9 inadequate post-marketing warnings or instructions because, after Defendants knew or should have
10 known of the risk of serious bodily harm from the use of Invokana, Defendants failed to provide an
11 adequate warning to consumers and/or their health care providers of the product, knowing the product
12 could cause serious injury.

13 41. As a direct and proximate result of Plaintiff's reasonably anticipated use of Invokana as
14 manufactured, designed, sold, supplied, marketed and/or introduced into the stream of commerce by
15 Defendants, Plaintiff suffered serious injury, harm, damages, economic and non-economic loss and
16 will continue to suffer such harm, damages and losses in the future.

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18 **Count Two – Negligence**

19 42. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
20 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
21 length herein.

22 43. At all times herein mentioned, Defendants had a duty to properly manufacture, design,
23 formulate, compound, test, produce, process, assemble, inspect, research, distribute, market, label,
24 package, distribute, prepare for use, sell, prescribe and adequately warn of the risks and dangers of
25 Invokana.

26 44. At all times material hereto, Defendants had actual knowledge, or in the alternative,
27 should have known through the exercise of reasonable and prudent care, of the hazards and dangers of
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1 Invokana to cause, or increase the harm of ketoacidosis, kidney failure, cardiovascular problems, and
2 the life threatening complications of those conditions.

3 45. Defendants had a duty to disclose to physicians and healthcare providers the causal
4 relationship or association of Invokana to ketoacidosis, kidney failure, cardiovascular problems and
5 the life threatening complications of those conditions.

6 46. At all times herein mentioned, Defendants breached its duty of care when Defendants
7 negligently and carelessly manufactured, designed, formulated, distributed, compounded, produced,
8 processed, assembled, inspected, distributed, marketed, labeled, packaged, prepared for use and sold
9 Invokana and failed to adequately test and warn of the risks and dangers of Invokana as described
10 herein.

11 47. Despite the fact that Defendants knew or should have known that Invokana caused
12 unreasonable, dangerous side effects, Defendants continued to market Invokana to consumers
13 including Plaintiff, when there were safer alternative methods available.

14 48. Defendants' negligence was a proximate cause of the Plaintiff's injuries, harm and
15 economic loss which Plaintiff suffered, and will continue to suffer, as described and prayed for herein.

16 **Count Three – Breach of Implied Warranty**

17 49. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
18 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
19 length herein.

20 50. Prior to the time that the aforementioned products were used by Plaintiff, Defendants
21 impliedly warranted to Plaintiff and her agents and physicians that Invokana was of merchantable
22 quality and safe and fit for the use for which it was intended.

23 51. Plaintiff was and is unskilled in the research, design and manufacture of medical drugs,
24 including Invokana, and reasonably relied entirely on the skill, judgment and implied warranty of the
25 Defendants in using Invokana. As a result, Plaintiff used Defendants' product as it was warranted to
26 be intended.
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1 52. Invokana was neither safe for its intended use nor of merchantable quality, as warranted
2 by Defendants, in that Invokana has dangerous propensities when used as intended and will cause
3 severe injuries to users.

4 53. As a result of the abovementioned breach of implied warranties by Defendants, Plaintiff
5 suffered injuries and damages as alleged herein.

6 **Count Four - Breach of Express Warranty**

7 54. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
8 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
9 length herein.

10 55. At all times mentioned, Defendants expressly represented and warranted to Plaintiff and
11 her agents and physicians, by and through statements made by Defendants or their authorized agents
12 or sales representatives, orally and in publications, package inserts and other written materials
13 intended for physicians, medical patients and the general public, that Invokana was safe, effective, fit
14 and proper for its intended use. Plaintiff purchased Invokana relying upon these warranties.

15 56. In utilizing Invokana, Plaintiff relied on the skill, judgment, representations, and foregoing
16 express warranties of Defendants. These warranties and representations were false in that Invokana is
17 not safe, effective, fit and proper for its intended use because of its propensity to cause, among other
18 conditions, kidney failure, diabetic ketoacidosis, and cardiovascular problems.

19 57. As a result of the abovementioned breach of express warranties by Defendants, Plaintiff
20 suffered injuries and damages as alleged herein.

21 **Count Five – Negligent Misrepresentation**

22 58. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
23 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
24 length herein.

25 59. From the time Invokana was first tested, studied, researched, evaluated, endorsed,
26 manufactured, marketed and distributed, and up to the present, Defendants made misrepresentations to
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1 Plaintiff, her physicians and the general public, including but not limited to the misrepresentation that
2 Invokana was safe, fit, and effective for human consumption

3 60. Defendants made the foregoing representation without any reasonable ground for
4 believing them to be true. These representations were made directly by Defendants, by sales
5 representatives and other authorized agents of Defendants, and in publications and other written
6 materials directed to physicians, medical patients and the public, with the intention of inducing
7 reliance and the prescription, purchase and use of the subject product.

8 61. The representations by the Defendants were in fact false, in that Invokana is not safe, fit
9 and effective for human consumption, using Invokana is hazardous to health, and Invokana has a
10 serious propensity to cause serious injuries to users, including but not limited to the injuries suffered
11 by Plaintiff.

12 62. The foregoing representations by Defendants, and each of them, were made with the
13 intention of inducing reliance and the prescription, purchase and use of Invokana.

14 63. Plaintiff relied on the misrepresentations made by the Defendant to her detriment.

15 64. In reliance of the misrepresentations by the Defendants, and each of them, Plaintiff was
16 induced to purchase and use Invokana. If Plaintiff had known of the true facts and the facts concealed
17 by the Defendants, Plaintiff would not have used Invokana. The reliance of Plaintiff upon Defendants'
18 misrepresentations was justified because such misrepresentations were made and conducted by
19 individuals and entities that were in a position to know the true facts.

20 65. As a result of the foregoing negligent misrepresentations by Defendants, Plaintiff suffered
21 injuries and damages as alleged herein.

22
23 **Count Six - Design Defect**

24 66. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
25 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
26 length herein.

1 67. Defendants manufactured, sold, and promoted this drug which contained a defective
2 condition because the design was defective and unsafe in that it caused serious injuries and death as
3 the result of ketoacidosis, kidney failure, and cardiovascular problems.

4 68. This design defect made the drug unreasonably dangerous, yet the Defendants knowingly
5 introduced the drug into the market.

6 69. The drug as manufactured by the Defendants remained unchanged and was in the same
7 condition at the time of the injury hereafter alleged.

8 70. As a direct and proximate cause of Defendants' manufacture, sale and promotion of the
9 defectively designed drug, Plaintiff sustained permanent injury.

10 **Count Seven—Unjust Enrichment**

11 71. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
12 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
13 length herein.

14 72. Plaintiff conferred a benefit on Defendants by purchasing Invokana.

15 73. Plaintiff, however, did not receive a safe and effective drug for which she paid.

16 74. It would be inequitable for the Defendants to retain this money because Plaintiff did not,
17 in fact, receive a safe and efficacious drug.

18 75. By virtue of the conscious wrongdoing alleged in this Complaint, Defendants have been
19 unjustly enriched at the expense of Plaintiff, who hereby seeks the disgorgement and restitution of
20 Defendants' wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed
21 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
22 Defendants' unjust enrichment.

23 **Punitive Damages Allegations**

24 76. Plaintiff adopts by reference each and every paragraph of the Complaint applicable to all
25 counts of this Complaint, and each and every count of this Complaint as if fully copied and set forth at
26 length herein.
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1 77. The acts, conduct, and omissions of Defendants, as alleged throughout this Complaint
2 were willful and malicious. Defendants committed these acts with a conscious disregard for the rights,
3 health and safety of Plaintiff and other Invokana users and for the primary purpose of increasing
4 Defendants' profits from the sale and distribution of Invokana. Defendants' outrageous and
5 unconscionable conduct warrants an award of exemplary and punitive damages against Defendants in
6 an amount appropriate to punish and make an example of Defendants.

7 78. Prior to the manufacturing, sale, and distribution of Invokana, Defendants knew that said
8 medication was in a defective condition as previously described herein and knew that those who were
9 prescribed the medication would experience and did experience severe physical, mental, and
10 emotional injuries. Further, Defendants, through their officers, directors, managers, and agents, knew
11 that the medication presented a substantial and unreasonable risk of harm to the public, including
12 Plaintiff and as such, Defendants unreasonably subjected consumers of said drugs to risk of injury or
13 death from using Invokana.

14 79. Despite its knowledge, Defendants, acting through its officers, directors and managing
15 agents for the purpose of enhancing Defendants' profits, knowingly and deliberately failed to remedy
16 the known defects in Invokana and failed to warn the public, including Plaintiff, of the extreme risk of
17 injury occasioned by said defects inherent in Invokana. Defendants and their agents, officers, and
18 directors intentionally proceeded with the manufacturing, sale, and distribution and marketing of
19 Invokana knowing these actions would expose persons to serious danger in order to advance
20 Defendants' pecuniary interest and monetary profits.

21 80. Defendants' conduct was despicable and so contemptible that it would be looked down
22 upon and despised by ordinary decent people, and was carried on by Defendants with willful and
23 conscious disregard for the safety of Plaintiff, entitling Plaintiff to exemplary damages.
24

25 **PRAYER**

26 **WHEREFORE**, Plaintiff prays for judgment against the Defendant, as follows, as appropriate
27 to each cause of action alleged and as appropriate to the particular standing of Plaintiff:
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- 1 a. General damages in an amount that will conform to proof at time of trial;
- 2 b. Special damages in an amount within the jurisdiction of this Court and according to
- 3 proof at the time of trial;
- 4 c. Loss of earnings and impaired earning capacity according to proof at the time of trial;
- 5 d. Medical expenses, past and future, according to proof at the time of trial;
- 6 e. For past and future mental and emotional distress, according to proof at time of trial;
- 7 f. For punitive or exemplary damages according to proof at time of trial;
- 8 g. Restitution, disgorgement of profits, and other equitable relief;
- 9 h. Injunctive relief;
- 10 i. Attorney's fees;
- 11 j. For costs of suit incurred herein;
- 12 k. For pre-judgment interest as provided by law; and
- 13 l. For such other and further relief as the Court may deem just and proper.
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17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs respectfully request a jury trial of all issues presented in this Complaint.

19
20 Dated: October 26, 2015

RESPECTFULLY SUBMITTED,

21
22
23 By:  _____

24 Michael Louis Kelly (SBN 82063)

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25 Behram V. Parekh (SBN 180361)

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26 Ruth Rizkalla (SBN 224973)

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Counsel for Plaintiffs

CIVIL COVER SHEET

Case 2:15-at-01102 Document 1-1 Filed 10/26/15 Page 1 of 2

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

JENNIFER ANZO, an individual

(b) County of Residence of First Listed Plaintiff SAN JOAQUIN COUNTY (EXCEPT IN U.S. PLAINTIFF CASES)

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

BEHRAM PAREKH, KIRTLAND & PACKARD
2041 ROSECRANS AVE, EL SEGUNDO, CA 90245
310-536-1000

DEFENDANTS

JANSSEN RESEARCH & DEVELOPMENT, LLC; JANSSEN PHARMACEUTICALS, INC.; JOHNSON & JOHNSON

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)

- Citizen of This State PTF 1 DEF 1
Citizen of Another State PTF 2 DEF 2
Citizen or Subject of a Foreign Country PTF 3 DEF 3
Incorporated or Principal Place of Business In This State PTF 4 DEF 4
Incorporated and Principal Place of Business In Another State PTF 5 DEF 5
Foreign Nation PTF 6 DEF 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

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

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. 1332; FRAUD

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: X Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 10/26/2015 SIGNATURE OF ATTORNEY OF RECORD

/s/ Behram Parekh

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 2:15-at-01102 Document 1-1 Filed 10/26/15 Page 2 of 2
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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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