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5 *Attorneys for Plaintiff*

6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8 HOWARD MCMASTER,

Case No.

9 Plaintiff,

10 v.

11 FRANCK'S LAB, INC., doing business as  
FRANCK'S COMPOUNDING LAB; PAUL  
12 W. FRANCK; ANTHONY JAMES  
CAMPBELL; and DOES 1 through 10,  
13 inclusive,

14 Defendant.  
\_\_\_\_\_ /

15 **COMPLAINT AND JURY DEMAND**

16 COMES NOW, Plaintiff HOWARD MCMASTER, by and through his counsel of record,  
17 Thomas E. Drendel, Esq., of the law offices of Bradley, Drendel & Jeanney, Ltd., and for causes  
18 of action against the Defendants, and each of them, alleges:

19 **JURISDICTION & PARTIES**

20 1. This is an action for personal injuries arising from a defective product. This Court  
21 has diversity jurisdiction as this is a controversy between parties of diverse citizenship and an  
22 amount in controversy that exceeds \$75,000 pursuant to the provisions of 42 U.S.C. §1332.

23 2. Plaintiff, HOWARD MCMASTER, is a citizen of Reno, Nevada.

24 3. Defendant, FRANCK'S LAB, INC., dba FRANCK'S COMPOUNDING LAB is  
25 a corporation incorporated under the laws of Florida with its principal place of business in the  
26 State of Florida and selling compounded or formulated products for utilization in the medical  
27 field, including Brilliant Blue-G ("BBG") dye; Triamcinolone ("TMC") and Avastin.  
28

1           4. Defendant, PAUL W. FRANCK is a citizen of the State of Florida, is  
2 a principal and shareholder of defendant FRANCK'S LAB INC. and was involved in the  
3 management and operations of FRANCK'S LAB, INC., and direction the manner in which BBG,  
4 TMC and Avastin were compounded in the laboratory.

5           5. Defendant, ANTHONY JAMES CAMPBELL, is a citizen of the State of Florida,  
6 was a lead chemist with FRANCK'S LAB, INC. and had responsibility for overseeing the  
7 laboratory operations and assuring compliance with the rules, laws and regulations concerning  
8 compounding pharmacies, including the federal rules and regulations concerning the  
9 manufacture, sale and distribution of drugs, including BBC, TMC and Avastin.

10          6. The true names and capacities of DOES 1 through 10 are unknown to Plaintiff at  
11 this time. Plaintiff is informed and believes and thereon alleges that these DOE defendants are in  
12 some way liable for the events referred to in this Complaint and caused damage to Plaintiff.  
13 Plaintiff will amend this Complaint when their identities and relationship to his injuries are  
14 discovered. Does 1 through 10 are not citizens of the State of Nevada or corporations with their  
15 principal place of business in the State of Nevada.

16          7. Plaintiff is informed and believes that at all time herein mentioned, the  
17 defendants, and each of them, were the agents, servants, employees, joint venturers, and partners  
18 of each other and at all times were acting within the course and scope of said relationships.

19          8. Venue is proper in this district and in this, the unofficial northern division thereof,  
20 because Plaintiff is a citizen in this district, the tort occurred in this district and the Defendants  
21 were doing business in this district at the time of the injury.

22                                   **FIRST CAUSE OF ACTION**  
23                                   **(FOR PRODUCT LIABILITY - NEGLIGENCE)**

24          9. Plaintiff incorporates herein by reference paragraphs 1-8 as though fully set forth  
25 herein.

26          10. On November 15, 2011, Plaintiff underwent a vitrectomy procedure on his left  
27 eye performed by Dr. Steven Friedlander at the Northern Nevada Medical Center located at 2375  
28 E. Prater Way in Sparks, Nevada. During the procedure, Dr. Friedlander injected Plaintiff's eye

1 with BBG, the product the defendants formulated, manufactured, compounded, marketed and  
2 sold as an appropriate product to be utilized in such procedure. The Defendants represented that  
3 BBG was pure, sterile, and fit for the represented purpose of assisting in procedures like  
4 vitrectomies and the product could be injected into an eyeball in order to assist the doctor in  
5 achieving the desired result.

6 11. Plaintiff's condition worsened after the November 15, 2011, procedure, and he  
7 lost his vision and use of his left eye.

8 12. Plaintiff was advised that numerous other patients who were injected with BBG  
9 had suffered similar complications. Plaintiff was further advised that the sudden, unexpected and  
10 unusual number of patients who developed the same or similar complications led to an  
11 investigation by the doctor, the Federal Drug Enforcement Agency (FDA) and others which  
12 concluded that all of the patients who suffered these complications due to BBG which was  
13 negligently manufactured.

14 13. The investigation by numerous state, county and federal health agencies  
15 concluded that the Defendants' BBG product was negligently manufactured and that the  
16 Defendants had violated numerous federal rules and regulations. On July 9, 2012, the United  
17 States Food and Drug Administration ("FDA") issued a Warning Letter FLA-12-38, which  
18 advised PAUL W. FRANCK and FRANCK'S LAB, INC., that:

19 a. The subject BBG was adulterated within the meaning of Section 501(a)(1)  
20 of the Act [21 U.S.C. § 351 (a)(1)] and that it was contaminated with filthy, putrid or  
21 decomposed substances;

22 b. The BBG was adulterated within the meaning of Section 501(c) of the Act  
23 [21 U.S.C. § 351 (c)] in that its strength different from, or its purity or quality fell below, that  
24 which is purported to possess;

25 c. The BBG and all sterile drugs compounded by the defendants were  
26 adulterated under Section 501(a)(2)(A) of the Act [21 U.S.C. § 351 (a)(2)(A)] in that they were  
27 prepared, packed and stored under unsanitary conditions whereby they may have been  
28 contaminated by filth;

1 d. The BBG was misbranded within the meaning of Section 502(a) of the Act  
2 [21 U.S.C. § 352 (a)] because their labeling was false and misleading;

3 e. The FDA investigators observed numerous instances of unsanitary and  
4 inappropriate practices by compounding technicians who left and re-entered clean rooms without  
5 changing lab coats, who were touching non-sterile items while wearing their sterile gloves and  
6 then returned to compounding activities, etc.; and

7 f. The BBG drug products were misbranded insofar as they were labeled as  
8 being sterile, and they contained filthy, putrid, or decomposed substances.

9 14. The Defendants knew that failing to follow safe and appropriate compounding  
10 practices could result in complications, including fatal ones. In 2009, the Defendants  
11 compounded cocktails that were given to prized polo horses from the Venezuelan-owned  
12 Lechuza Caracas team in preparation for championship matches near West Palm Beach, Florida.  
13 Twenty-one of these prized polo horses died from errors committed by the Defendants in  
14 compounding these cocktails.

15 15. The FDA investigation following the incident with the polo horses led the agency  
16 to conclude that the defendants were mixing brews outside of federal guidelines and were  
17 utilizing drugs that had not been approved for use in the United States.

18 16. Tragic complications of the patients who ended up receiving injections of the  
19 contaminated BBG are just one example of the problems in the largely unregulated area of  
20 compounding pharmacies. Recently, hundreds of patients who underwent steroid injections were  
21 stricken with meningitis due to the contamination of the steroid fluid.

22 17. The Defendants owed a duty of reasonable care to Plaintiff to design, compound,  
23 manufacture, market, sell and distribute the BBG in a condition that was safe for its intended  
24 purpose and consistent with the representations that it was a sterile product. The Defendants'  
25 duty included a duty to insure that the product did not cause patients who were injected with  
26 BBG in their eye to suffer from unreasonable risks of injury from the product, especially in light  
27 of the fact that it is known that infections in the eye are extremely difficult to treat.  
28

1           18. Defendants breached their duty to Plaintiff in the testing, design, compounding,  
2 manufacturing, packaging, storing, warnings, marketing, advertising, promotion and distribution  
3 of BBG and otherwise failed to exercise ordinary care to avoid the risk of infection and harm.

4           19. The Defendants knew prior to the date of Plaintiff's surgery of November 15,  
5 2011, that their dye was contaminated, non-sterile and unfit to be used in eye surgery  
6 procedures; posed an unreasonably dangerous risk of infection and they failed to do anything to  
7 recall the product from the market or warn the medical community and the public of the  
8 substantial risk of serious complications.

9           20. The Defendants recklessly and wantonly conducted their laboratory compounding  
10 practices in clear violation of applicable federal law and allowed such filthy and inappropriate  
11 conditions to exist to the point that it was all but certain that the drugs they were compounding  
12 were going to be contaminated.

13           21. The Defendants knew that the patients who were going to be injected with their  
14 BBG were at risk for developing serious injuries and complications but they nevertheless  
15 continued with their practices in conscious disregard of the health and safety of the ultimate  
16 consumers of BBG.

17           22. As a direct, proximate and legal result of the negligence, carelessness,  
18 recklessness and other wrongdoing actions of the Defendants, and each of them as described  
19 herein, Plaintiff HOWARD MCMASTER sustained general damages from debilitating and  
20 painful injuries including blindness of his left eye and was required to undergo additional  
21 invasive surgeries and procedures, all to no avail, causing him additional pain, suffering, anxiety,  
22 worry and depression. Plaintiff has also incurred and is likely to incur in the future, special  
23 damages for medical, hospital and related services in an amount to be established at the time of  
24 trial.

25           23. The Defendant's conduct was so reckless, malicious, oppressive, fraudulent and  
26 despicable and carried on with a willful and conscious disregard for the safety of the patients who  
27 were likely to be injected with BBG. Therefore, punitive damages should be imposed upon the  
28 defendants, and each of them, by way of an example and to punish such conduct in an amount to  
be determined by the trier of fact.

**SECOND CAUSE OF ACTION**  
**(FOR STRICT LIABILITY)**

24. Plaintiff incorporates herein by reference paragraphs 1-23 as though fully set forth herein.

25. The subject BBG was defective in its compounding and manufacture since it was different from the manufacturer's intended result as set forth on the packaging and related material that accompanied the product, specifically that the product was sterile and free of any contamination. Plaintiff is informed and believes that the batch of the product that included the BBG that was injected into his eye was defective in compounding and manufacture in that it differed from other batches of BBG from these defendants.

26. The defect in the compounding and manufacture of the product, specifically the contamination and non-sterile nature of the product, existed in the product when it left the possession of the defendants.

27. The defect in the compounding and manufacture of the BBG resulted in complications to the Plaintiff's procedure and blindness in his left eye.

28. The use of this contaminated BBG, by the Plaintiff or by his physician during his procedure, was completely foreseeable by the Defendants and each of them since the Plaintiff's doctor was utilizing the product as intended by the Defendants and the medical community.

29. The BBG injected into the Plaintiff's eye failed to perform as safely and reasonably as a consumer would expect when used as intended.

30. As a direct, proximate and legal result of the strict liability and other wrongdoing actions of the Defendants, and each of them as described herein, Plaintiff HOWARD MCMASTER suffered general damages from debilitating and painful injuries including blindness of his left eye and was required to undergo additional invasive surgeries and procedures, all to no avail, causing him additional pain, suffering, anxiety, worry and depression. Plaintiff has also incurred and is likely to incur in the future, special damages for medical, hospital and related services in an amount to be established at the time of trial.

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1           31. The Defendant's conduct was so reckless, malicious, oppressive, fraudulent and  
2 despicable and carried on with a willful and conscious disregard for the safety of the patients who  
3 were likely to be injected with BBG. Therefore, punitive damages should be imposed upon the  
4 defendants, and each of them, by way of an example and to punish such conduct in an amount to  
5 be determined by the trier of fact.

6                                   **THIRD CAUSE OF ACTION**  
7                                   **(FOR STRICT LIABILITY - FAILURE TO WARN)**

8           32. Plaintiff incorporates herein by reference paragraphs 1-31 as though fully set forth  
9 herein.

10          33. The BBG which was injected into Plaintiff's eye on November 15, 2011, was  
11 defective in that there was no warning on the product that it was, or could be, contaminated with  
12 filth or foreign matter.

13          34. The Defendants, and each of them, knew that doctors would utilize their BBG  
14 relying on the representations of the Defendants that the product was sterile and that they would  
15 have no reason to believe that the product was not sterile and, in fact the Defendants knew, or  
16 reasonably should have known based upon their background and experience, that a contaminated  
17 dye to be injected into the eye could cause serious and debilitating injuries, including blindness  
18 of the injected eye.

19          35. As a direct, proximate and legal result of the failure to warn and other wrongdoing  
20 actions of the defendants, and each of them as described herein, Plaintiff HOWARD  
21 MCMASTER suffered general damages from debilitating and painful injuries including  
22 blindness of his left eye and was required to undergo additional invasive surgeries and  
23 procedures, all to no avail, causing him additional pain, suffering, anxiety, worry and depression.  
24 Plaintiff has also incurred and is likely to incur in the future, special damages for medical,  
25 hospital and related services in an amount to be established at the time of trial.

26          36. Plaintiff understands that the defendants were aware of the problems with their  
27 BBG prior to November 15, 2011, yet failed to recall the product, issue warnings to the medical  
28 community or otherwise do anything to avert this contaminated product being injected into the  
eye of patients like the Plaintiff.

1           37.     The conduct of the Defendants, and each of them, was reckless, malicious,  
2     fraudulent and depressive and so despicable and contemptible that punitive damages should be  
3     awarded by the trier of fact.

4                               **FOURTH CAUSE OF ACTION**  
5                               **(FOR BREACH OF WARRANTY)**

6           38.     Plaintiff incorporates herein by reference paragraphs 1-37 as though  
7     fully set forth herein.

8           39.     The Defendants represented and warranted to Plaintiff through the medical  
9     community that their BBG dye was safe and effective to be utilized in conjunction with eye  
10    surgery.

11          40.     The subject BBG dye product that was utilized in the Plaintiff's eye procedure  
12    was, in fact, not inconsistent with the warranties and representations of the defendants but,  
13    instead, was non-sterile and contaminated that caused plaintiff serious and permanent injuries as  
14    further set further herein.

15          41.     As a direct, proximate and legal result of the breach of warranty and other  
16    wrongdoing actions of the defendants, and each of them as described herein, Plaintiff HOWARD  
17    MCMASTER suffered general damages from debilitating and painful injuries including  
18    blindness of his left eye and was required to undergo additional invasive surgeries and  
19    procedures, all to no avail, causing him additional pain, suffering, anxiety, worry and depression.  
20    Plaintiff has also incurred and is likely to incur in the future, special damages for medical,  
21    hospital and related services in an amount to be established at the time of trial.

22               WHEREFORE, Plaintiff prays for judgment as follows:

- 23           1.     For general damages in a sum to be determined at the time of trial;
- 24           2.     For special damages for past and future medical expenses according to proof;
- 25           3.     For other damages incurred as a result of the conduct of the defendants, according  
26               to proof;
- 27           4.     For punitive damages in an amount sufficient to deter this kind of conduct which  
28               is becoming more common in the field of compounding pharmacies;
5.     For pre-judgment interest;



1           6.     For cost of suit incurred herein; and

2           7.     For any such other relief as the Court may deem appropriate.

3     DATED this 4 day of March 2013.

4                                 BRADLEY, DRENDEL & JEANNEY

5                                  

6                                 Thomas Drendel, Esq.  
7                                 Attorneys for Plaintiff

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

HOWARD MCMASTER, Case No. 3:13-cv-00100  
Plaintiff,

v.

FRANCK'S LAB, INC., doing business as  
FRANCK'S COMPOUNDING LAB; PAUL  
W. FRANCK; ANTHONY JAMES  
CAMPBELL; and DOES 1 through 10,  
inclusive,

Defendants.

**SUMMONS**

**TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST  
YOU WITHOUT BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE  
INFORMATION BELOW VERY CAREFULLY.**

A civil complaint has been filed by the plaintiff against you for the relief as set forth in that document (see complaint). When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4 (b).

1. If you intend to defend this lawsuit, you must do the following within 20 days after service of this summons, exclusive of the day of service:
  - a. File with the Clerk of Court, whose address is shown below, a formal written answer to the complaint, along with the appropriate filing fees, in accordance with the rules of the Court; and
  - b. Serve a copy of your answer upon the attorney or plaintiff whose name and address is shown below.
2. Unless you respond, a default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the complaint.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Issued on behalf of plaintiff's attorney CLERK OF THE COURT

Name: Thomas Drendel, Esq.  
Address: P.O. Box 1987  
Reno, NV 89505  
Phone Number: (775) 335-9999

Deputy Clerk

United States District Court  
Bruce R. Thompson US Courthouse  
400 South Virginia Street  
Reno, NV 89501

**AFFIDAVIT OF SERVICE**

(For General Use)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age, and that affiant received the Summons on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and personally served \_\_\_\_\_ the within named defendant, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, by delivering a copy of the Summons attached to a copy of the Complaint.

\_\_\_\_\_  
Signature of Person Making Service

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF MAILING**

(For use when service is by publication and mailing)

STATE OF NEVADA \_\_\_\_\_ )  
COUNTY OF WASHOE \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says: That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant deposited in the United States mail at Reno, Nevada, a copy of the Summons and Complaint addressed to \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Service

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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 THE REVERSE OF THE FORM.)

# **I. (a) PLAINTIFFS** **HOWARD MCMASTER**

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

(c) Attorney's (Firm Name, Address, and Telephone Number)  
Thomas E. Drendel, Esq., Bradley, Drendel & Jeanney, Ltd., P.O.  
Box 1987, Reno, Nevada, (775) 335-9999

## **DEFENDANTS**

**FRANCK'S LAB, INC., doing business as FRANCK'S  
COMPOUNDING LAB; PAUL W. FRANCK; ANTHONY**

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

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

Attorneys (If Known)

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

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

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

- |   |                                       |                                       |   |                            |                                       |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

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

| CONTRACT   | TORTS   | FORFEITURE/PENALTY   | BANKRUPTCY  | OTHER STATUTES   |
|--|---|--|---|--|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><b>PERSONAL INJURY</b><br><input type="checkbox"/> 362 Personal Injury - Med. Malpractice<br><input checked="" type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture<br><input type="checkbox"/> 620 Other Food & Drug<br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 630 Liquor Laws<br><input type="checkbox"/> 640 R.R. & Truck<br><input type="checkbox"/> 650 Airline Regs.<br><input type="checkbox"/> 660 Occupational Safety/Health<br><input type="checkbox"/> 690 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt. Relations<br><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 463 Habeas Corpus - Alien Detainee<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 810 Selective Service<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 875 Customer Challenge 12 USC 3410<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 892 Economic Stabilization Act<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 894 Energy Allocation Act<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice<br><input type="checkbox"/> 950 Constitutionality of State Statutes |

## **V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## **VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 USC § 1332

Brief description of cause:

Product Liability

## **VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

EXCESS OF \$75,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## **VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_