UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

BERNADETTE BUJOL-BROWN	*	**CIVIL ACTION NO.**
	*	
VERSUS	*	
	*	
DAIICHI SANKYO, INC., dba Sankyo USA Development, Sankyo Pharma Development, Sankyo Pharma Inc., Daiichi Sankyo Pharma Development, Daiichi Pharmaceuticals, Inc., Daiichi Medical Research, Inc., and Daiichi Pharma Holdings, Inc.; DAIICHI SANKYO US HOLDING, INC., parent company of Daiichi Sankyo, Inc.; DAIICHI SANKYO., LTD., parent Corporation of Daiichi Sankyo US Holdings, Inc., and/or Daicchi Sankyo Inc., fka Sankyo Company, Ltd.; and Forest Laboratories, Inc.	*	
**********		

COMPLAINT

THE COMPLAINT of Plaintiff, Bernadette Bujol-Brown, a person of the full age of majority and domiciled in the Parish of St. Charles, who with respect represent as follows:

INTRODUCTION

Plaintiff, Bernadette Bujol-Brown, brings this action for personal injuries suffered by Plaintiff as a proximate result of being prescribed Benicar®, a defective and unreasonably dangerous pharmaceutical blood pressure drug, which is and was at all times relevant to the this action, manufactured, designed, research, tested, packaged, labeled, marketed, advertised, distributed, prescribed and sold by Defendants identified herein. Plaintiff alleges as follows:

PARTIES

Plaintiff

1. Plaintiff is an individual who is a major resident and citizen of the City of St. Rose, St. Charles Parish, Louisiana.

Daiichi Sankyo Defendants

2. On information and belief, Defendant Daiichi Sankyo, Inc. (Daiichi Sankyo U.S.) is a corporation organized and existing under the laws of the State of Delaware with its headquarters and principal place of business located at Two Hilton Court, Parsippany, New Jersey 07054.
3. On information and belief, Defendant Daiichi Sankyo U.S. is or was also known as Sankyo USA Development, Sankyo Pharma Development, Sankyo Pharma, Inc., Daiichi Sankyo Pharma Development, Daiichi Pharmaceuticals, Inc., Daiichi Medical Research, Inc., and Daiichi Pharma Holdings, Inc.
4. On information and belief, Daiichi Sankyo U.S. is in the business of designing, marketing, researching, distributing, packaging, marketing, promoting and selling pharmaceutical drugs across the United States, including within the State of New Jersey.
5. On information and belief, Daiichi Sankyo U.S. has a development and regulatory group named Daiichi Sankyo Pharma Development with offices in Edison, New Jersey, and a research institute named Daiichi Sankyo Research Institute with offices in Edison, New Jersey.
6. On information and belief, Daiichi Sankyo U.S. Holdings, Inc. is a Delaware corporation and has a principal place of business at Two Hilton Court, Parsippany, New Jersey 07054.
7. On information and belief, Daiichi Sankyo U.S. is a wholly owned subsidiary of Daiichi Sankyo U.S. Holdings, Inc.
8. On information and belief, Daiichi Sankyo U.S. Holdings, Inc. operates as a holding company for Daiichi Sankyo Co., Ltd.

9. On information and belief, Defendant Daiichi Sankyo Co., Ltd. (Daiichi Sankyo Japan) is and was at all relevant times a corporation organized and existing under the laws of Japan, having a place of business at 3-5-1, Nihonbashi-honcho, Chuo-ku, Tokyo 103-8426, Japan.

10. On information and belief, Daiichi Sankyo Japan is in the business of designing and manufacturing prescription drugs across the world, including in the United States and specifically within the states of New Jersey, Delaware, and New York.

11. On information and belief, Daiichi Sankyo Japan was formed by a merger between Daiichi Pharmaceutical Company, Ltd., and Sankyo Company, Ltd.

12. On information and belief, Daiichi Sankyo Japan is or was the parent company of Daiichi Sankyo U.S. and/or Daiichi Sankyo U.S. Holding, Inc., and therefore liable for any and all tort liabilities of Defendants Daiichi Sankyo U.S. and/or Daiichi Sankyo U.S. Holdings, Inc.

13. On information and belief, Daiichi Sankyo, U.S. operates as the U.S. headquarters of Daiichi Sankyo Japan. At least four of the principals, members, directors, or officers of Daiichi Sankyo U.S. are also members of Daiichi Sankyo Japan. In addition, Daiichi Sankyo Japan operates several research and development facilities around the world, including collaborating with the Daiichi Sankyo U.S. to oversee global clinical trials from its headquarters in Edison, New Jersey.

14. There existed, at all times relevant to this action, a unity of interest in ownership between Daiichi Sankyo Japan and Daiichi Sankyo U.S., such that any independence from, and/or separation between and among the Defendants has ceased and/or never existed; in that

these two Defendants, and each of them are the alter egos of one another and exerted direct control over each other.

15. For ease and convenience, Daiichi Sankyo Japan, Daiichi Sankyo U.S., and Daiichi Sankyo U.S. Holdings, Inc., are hereinafter collectively referred to as "Daiichi Sankyo."

16. On information and belief, Daiichi Sankyo designs and manufactures numerous pharmaceutical drugs for sale and use through the United States.

17. On information and belief, Daiichi Sankyo designed, manufactured, packaged, labeled, distributed, sold, marketed, advertised, and/or promoted the blood pressure drugs containing olmesartan meoxomil, which is marketed in the United States as Benicar®, Benicar HCT®, Azor®, and Tribenzor®. Daiichi Sankyo refers to these drugs collectively as the "Benicar Family."

Forest Laboratories, Inc. Defendants

18. On information and belief, Forest Laboratories, Inc. is a corporation organized and existing under the laws of the State of New York with its headquarters and principal place of business located at 909 Third Avenue, New York, New York 10022.

19. On information and belief, between 2002 and March 31, 2008, Defendants, Forest Laboratories, Inc., actively promoted Benicar® and Benicar HCT®.

20. On information and belief, Defendants, Forest Laboratories, Inc., continuously received income from Benicar® and Benicar HCT® profits beginning in 2002 and ending March 31, 2014.

All Defendants

21. The term "Defendants" is used hereafter to refer to all above named entities.

22. Defendants are corporations organized under the laws of various U.S. States or the Dominion of Japan that were or are doing business within the several United States. The aforementioned Defendants designed, marketed, sold, distributed, packaged, promoted, labeled, researched, tested or manufactured the olmesartan product(s) which caused Plaintiff's injuries.

JURISDICTION AND VENUE

23. This Court has subject matter jurisdiction pursuant to 28 U.S.C § 1332 (diversity jurisdiction). The amount in controversy exceeds $75,000.00 exclusive of interest and costs. There is complete diversity of citizenship between the Plaintiff and Defendant. Plaintiff is a resident of St. Charles Parish, Louisiana and Defendant has its principal places of business in the state of New Jersey.

24. Venue is proper in this District pursuant to 28 U.D.C § 1391(a), as Plaintiff was prescribed Benicar HCT® to treat high blood pressure, as developed, designed, packaged, advertised and sold by Defendants, and suffered the injuries that form the basis for this lawsuit in the Eastern District of Louisiana. Defendant does substantial business in the State of Louisiana and within this Federal District, and at all times relevant hereto, Defendant developed, manufactured, promoted, marketed, distributed, tested, warranted and sold in interstate commerce the aforementioned olmesartan drug, specifically, Benicar HCT®.

GENERAL FACTUAL BACKGROUND

25. Defendant is the holder of the approved New Drug Application ("NDA") for Benicar®, Benicar HCT®, Azor®, and Tribenzor® (hereinafter "Benicar Family").

26. Defendant is in the business of designing, manufacturing, and marketing prescription drugs, including the high blood pressure treatment, Benicar HCT®.

27. Defendant does business in Louisiana through the sale of Benicar Family drugs and other prescription drugs in the state.

28. At all times alleged herein, Defendant includes and included any and all parents, subsidiaries, affiliates, divisions, franchises, partners, joint venturers, and organizational units of any kind, their predecessors, successors and assigns and their officers, directors, employees, agents, representatives and any and all other persons acting on their behalf.

29. At all times relevant, Defendant was engaged in the business of developing, designing, licensing, manufacturing, distributing, selling, marketing, and/or introducing into interstate commerce throughout the United States, either directly or indirectly through third parties, subsidiaries or related entities, the high blood pressure drug, Benicar HCT®.

30. Benicar HCT® is a prescription drug tablet aimed at treating or managing high blood pressure with the active ingredient, olmesartan medoxomil.

31. The federal Food and Drug Administration (FDA) approved Defendant' New Drug Application for Benicar® in April 25, 2002 for treatment of hypertension.[1]

32. On information and belief, the FDA approved NDA No. 21-532 for Benicar HCT® tablets (40/12.5 mg, 40/25 mg, and 20/12.5 mg), which tablets contain the active ingredients olmesartan medoxomil and hydrochlorothiazide. Benicar HCT® tablets were approved by the FDA on June 5, 2003, for the treatment of hypertension.

[1] NDA No. 21-286, Benicar® Tablets, 5 mg, 20 mg, and 40 mg, approved by the United States Food and Drug Administration (FDA), April 25, 2002.

33. As required by law for all prescription drug products, each of the Defendants include the product's labeling, of package inserts, as approved by the FDA. Such labeling includes information on the product's active and inactive ingredients, clinical pharmacology, indications and usage, contraindications, warnings, precautions and side effects.

34. The indicated usage for olmesartan products described in the product labeling includes treatment for hypertension, alone or with other antihypertensive agents, to lower blood pressure.

35. The text of the indicated usage or uses for olmesartan products, including Benicar HCT®, did not disclose any risks associated with long-term use of the drug.

36. In connection with Benicar HCT® and all other olmesartan products, Plaintiffs allege the following:

CASE-SPECIFIC ALLEGATIONS

37. Plaintiff, Bernadette Bujol-Brown, is 63 years old.

38. Plaintiff was first prescribed Benicar HCT® on May 1, 2006.

39. Plaintiff took Benicar HCT® according to doctor's orders and as described in the product insert responsibly and appropriately beginning approximately May 1, 2006 and ending approximately August 9, 2013.

40. By spring 2010, Plaintiff was experiencing various gastrointestinal conditions, including but not limited to, abdominal pain, nausea, vomiting, and diarrhea, which led her to see her primary care physician.

41. As a result of Plaintiff's conditions, she was referred to Ochsner Medical Center in St. Rose, Louisiana for surgery.

42. On April 9, 2010, Plaintiff underwent an upper GI endoscopy that revealed numerous lesions and gastric antral vascular ectasia, or 'active bleeding.'

43. On April 23, 2010, Plaintiff had her second upper GI endoscopy to treat her intestinal complaints.

44. On November 20, 2013, Plaintiff returned once more to Ochsner Medical Center for a third upper GI endoscopy, which resulted in the removal of hematin existing throughout Plaintiff's stomach.

45. On or about July 3, 2013, the Food and Drug Administration issued a Drug Safety Communication warning that the Product can cause intestinal problems known as sprue-like enteropathy. The FDA approved changes to the label of all olmesartan drugs, including Benicar HCT®, to include this concern. Some of the findings of the FDA include but at not limited to:

    (a) Symptoms of sprue-like enteropathy include severe, chronic diarrhea with substantial weight loss.

    (b) The enteropathy may develop months to years after starting olmesartan medoxomil, and sometimes require hospitalization.

    (c) If patients taking olmesartan develop these symptoms and no other cause is found, the drug should be discontinued, and therapy with another antihypertensive started.

    (d) Discontinuation of olmesartan has resulted in clinical improvement of spruce-like enteropathy symptoms in all patients.

    (e) Sprue-like enteropathy has not been detected with ARD drugs other than olmesartan.

46. On or about August 2, 2013, Plaintiff's treating physician mailed her correspondence related to the FDA's warning described in paragraph 46. This was the first time Plaintiff received such Benicar-related warnings.

47. Plaintiff has since discontinued use of the Product, Benicar HCT®, on advice from her treating physician, and her symptoms have been resolved.

FIRST CAUSE OF ACTION – LOUSIANA PRODUCTS LIABILITY ACT

48. Plaintiff incorporates by reference paragraphs 1 through 48 of this petition as is fully set forth herein and further alleges:

49. Defendant was and is engaged in the business of selling Benicar®, Benicar HCT®, and other drugs in the Benicar family in the State of Louisiana.

50. The Benicar HCT® manufactured, marketed, promoted and sold by Defendant was expected to, and did, reach Plaintiff, Bernadette Bujol Brown, without substantial change in the condition in which it was sold.

51. Defendant has introduced a product into the stream of commerce which is dangerous and unsafe in that the harm of Benicar HCT® and other Benicar family drugs outweigh any benefit derived therefrom. The unreasonably dangerous nature of Benicar HCT® caused serious harm to Plaintiff.

52. The Benicar HCT® tablet ("the drug") prescribed and ingested by Plaintiff, Bernadette Bujol Brown, was defective as defined by the Louisiana Products Liability Act (Louisiana Revised Statute 9:2800.51, *et seq*.) including, but not limited to, having defects in design, nonconforming to express warranty, and inadequate warnings and instructions regarding the use and reasonably foreseeable misuse of the product:

    a. The drug was defectively and dangerously designed;

    b. The drug's defective design resulted in risks which exceeded the benefits of the drug;

c. The drug's defective design resulted in a device which was more dangerous than the ordinary consumer would expect;

d. The drug failed to perform in a manner reasonably expected in light of its nature and intended function and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person;

e. The warnings were insufficient because they did not advise of the problems outlined in Paragraph 45 above, which problems were known to Defendants or should have been known to Defendants prior to the manufacture, distribution, marketing, and/or selling of the drug.

f. The drug did not include sufficient instructions or warnings of potential safety hazards, including but not limited warning regarding the connection between the use of the Product and symptoms of sprue-like enteropathy, such as severe, chronic diarrhea with substantial weight loss, and

53. Defendant manufactured, marketed, promoted and sold a product that was not merchantable and/or reasonably suited to the use intended, and its condition when sold was the proximate cause of the injuries sustained by the Plaintiff.

54. As a direct and proximate result of the subject product's defective design, Plaintiff suffered severe and permanent physical injuries. Plaintiff has endured substantial pain and suffering. She has incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been physically, emotionally and economically injured. Plaintiff's injuries and damages are permanent and will continue

into the future. The Plaintiff seeks actual and punitive damages from the Defendant as alleged herein.

55. Defendant placed the Product, Benicar® and Benicar HCT® into the stream of commerce with disregard for the public's safety.

56. Defendant knew and, in fact, advertised and promoted the use of Benicar® and Benicar HCT® despite their failure to test or otherwise determine the safety and efficacy of such use. As a direct and proximate result of the Defendant' widespread promotional activity, physicians began commonly prescribing this product as safe and effective.

57. Defendant failed to disclose and warn of the health hazards and risks associated with the Benicar® and Benciar HCT®, and failed to sufficiently test the olmesartan drugs.

58. The drug was not accompanied by adequate instructions and/or warnings to fully apprise the consumers, including Plaintiff, of the full nature and extent of the risk and side effects associated with their uses, thereby rendering the Defendants liable to the Plaintiff.

59. Defendant knew or should have known that physicians and other healthcare providers began commonly prescribing this product as a safe and effective contraceptive despite its lack of efficacy and potential for serious permanent side effects.

60. As a direct and proximate result of one or more of these wrongful acts or omissions of the Defendant, Plaintiff suffered profound injuries, required and continues to require medical treatment, and incurred and continues to incur medical and hospital expenses.

61. Due to the above, the Benicar family drugs, including Benicar® and Benicar HCT® were defective as defined by the Louisiana Products Liability Act (Louisiana Revised Statute 9:2800.51, *et seq*.) including, but not limited to, having defects in design, nonconforming

to express warranty, and inadequate warnings and instructions regarding the use and reasonably foreseeable misuse of the product.

DAMAGES

62. As a direct and proximate result of the ingestion and directed use of Benicar HCT®, Plaintiff has incurred, and will continue to incur, medical expenses and rehabilitation expenses.

63. As a direct and proximate result of the ingestion and directed use of Benicar HCT®, Plaintiff has incurred, and will continue to incur, a loss of earnings and/or loss of earning capacity.

64. As a direct and proximate result of the ingestion and directed use of the Benicar HCT®, Plaintiff has suffered, and will continue to suffer, physical pain, mental anguish, emotional distress, disfigurement, disability, and loss of enjoyment of life.

65. As a producing and proximate result of the above-described acts and omissions of Defendant, Plaintiff has incurred actual damages, including but not limited to:

    a. Reasonable and necessary medical expenses and rehabilitation expenses incurred in the past;

    b. Reasonable and necessary medical expenses to be incurred in the future;

    c. Conscious physical pain and suffering experienced in the past;

    d. Conscious physical pain and suffering to be experienced in the future;

    e. Mental anguish in the past;

    f. Mental anguish to be experienced in the future;

    g. Physical disfigurement in the past;

h. Physical disfigurement to be experienced in the future;

i. Physical impairment in the past;

j. Physical impairment to be experienced in the future;

k. Loss of earnings in the past;

l. Loss of earnings/earning capacity to be experienced in the future;

m. Pre and post-judgment interest at the lawful rate;

n. Such other applicable damages as the Court deems appropriate.

WHEREFORE, Plaintiff prays that Defendants Daiichi Sankyo, Inc., Daiichi Sankyo, U.S., Daiichi Sankyo Holdings U.S., Inc., Daiichi Sankyo, Ltd., and Forest Laboratories, Inc. be duly cited and served with a copy of the Petition for Damages and that after due proceedings are had that there be judgment herein in their favor and against the Defendants Daiichi Sankyo, Inc., Daiichi Sankyo, U.S., Daiichi Sankyo Holdings U.S., Inc., Daiichi Sankyo, Ltd., and Forest Laboratories, Inc. in an amount sufficient to compensate Plaintiff for the damages sustained and all costs of these proceedings. Plaintiff hereby demands a trial by jury.

Respectfully submitted,

/s/ ***Anthony D. Irpino***

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ATTORNEYS FOR PLAINTIFF

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

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

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

DEFENDANTS

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

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

Attorneys *(If Known)*

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

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 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)*

(For Diversity Cases Only)

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

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

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 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

VI. CAUSE OF ACTION

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

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

❒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ❒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If 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.