

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA
(BATON ROUGE)**

**MIRIAM RILEY
INDIVIDUALLY AND ON BEHALF OF
R. R.**

V.

**JANSSEN PHARMACEUTICALS, INC.,
JOHNSON & JOHNSON,
JANSSEN RESEARCH AND DEVELOPMENT, L.L.C.,
AND MYLAN PHARMACEUTICALS INC.**

CIVIL ACTION NUMBER:

JUDGE:

MAGISTRATE JUDGE:

COMPLAINT

NOW INTO COURT, through undersigned counsel, come Plaintiffs, **MIRIAM RILEY INDIVIDUALLY AND ON BEHALF OF R. R.** (“Plaintiffs”), to file this Complaint against Defendants, **JANSSEN PHARMACEUTICALS, INC., JOHNSON & JOHNSON, JANSSEN RESEARCH AND DEVELOPMENT, L.L.C., AND MYLAN PHARMACEUTICALS INC.** (“Defendants”).

PARTIES

1. The following parties are Plaintiffs:
 - a. **MIRIAM RILEY** is an individual of the full age of majority domiciled in East Baton Rouge Parish, Louisiana; and
 - b. **R. R.** is the minor child of **MIRIAM RILEY** domiciled in East Baton Rouge Parish, Louisiana.
2. The following parties are Defendants:

- a. **JANSSEN PHARMACEUTICALS, INC.** formerly known as Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. is a corporation organized under the laws of Pennsylvania conducting business in Louisiana at all relevant times including, but not limited to, business related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), and/or Invega® (paliperidone);
- b. **JOHNSON & JOHNSON** doing business as Johnson & Johnson Family of Companies is a corporation organized under the laws of New Jersey conducting business in Louisiana at all relevant times including, but not limited to, business related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), and/or Invega® (paliperidone);
- c. **JANSSEN RESEARCH AND DEVELOPMENT, L.L.C.** formerly known as Johnson & Johnson Pharmaceutical Research and Development, L.L.C. is a corporation organized under the laws of New Jersey conducting business in Louisiana at all relevant times including, but not limited to, business related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), and/or Invega® (paliperidone); and
- d. **MYLAN PHARMACEUTICALS INC.** is a corporation organized under the laws of West Virginia conducting business in Louisiana at all relevant times including, but not limited to, business related to Risperidone.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and Plaintiffs and Defendants are citizens of different states.
4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to this claim occurred in the Middle District of Louisiana.

GENERAL ALLEGATIONS

5. **R. R.** is the minor child of **MIRIAM RILEY** born in 2001.

6. **R. R.** was prescribed Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone by various healthcare providers.
7. As a result of ingesting Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone, **R. R.** suffered injuries including, but not limited to, gynecomastia.
8. Defendants designed, developed, researched, manufactured, tested, promoted, advertised, marketed, sold, and/or distributed Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone.
9. Defendants falsely advertised Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone as a safe and effective treatment for schizophrenia and bipolar mania; illegally promoted Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone as a safe and effective treatment for off-label uses; wrongly marketed Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone as safer and more effective than other antipsychotic medications; and improperly minimized the adverse effects of Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone.
10. Defendants knew that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was not a safe and effective treatment for schizophrenia and bipolar mania.

11. Defendants knew that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was not approved as a safe and effective treatment for off-label uses.
12. Defendants knew that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was no more effective and considerably less safe than other antipsychotic medications.
13. Defendants knew that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was defective and likely to cause gynecomastia and other medical problems.
14. Defendants continued to promote Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone as safe and effective despite patient reports of adverse events and warnings from the United States Food and Drug Administration.
15. Defendants failed to disclose to healthcare providers, patients, and Plaintiffs that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was likely to cause gynecomastia and other medical problems.

CAUSES OF ACTION

CONSTRUCTION OR COMPOSITION DEFECT PURSUANT TO LA. R.S. 9:2800.55

16. Plaintiffs reaver and reallege each and every allegation of this Complaint.
17. Pursuant to La. R.S. 9:2800.55,

A product is unreasonably dangerous in construction or composition if, at the time the product left its manufacturer's control, the product deviated in a material way from the manufacturer's specifications or performance standards for the product or from otherwise identical products manufactured by the same manufacturer.

18. The danger to people including Plaintiffs resulting from the construction and/or composition defects in Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
19. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are unreasonably dangerous in construction and/or composition pursuant to La. R.S. 9:2800.55 and damaged Plaintiffs.

DESIGN DEFECT PURSUANT TO LA. R.S. 9:2800.56

20. Plaintiffs reaver and reallege each and every allegation of this Complaint.
21. Pursuant to La. R.S. 9:2800.56,

A product is unreasonably dangerous in design if, at the time the product left its manufacturer's control:

- (1) There existed an alternative design for the product that was capable of preventing the claimant's damage; and
- (2) The likelihood that the product's design would cause the claimant's damage and the gravity of that damage outweighed the burden on the manufacturer of adopting such alternative design and the adverse effect, if any, of such alternative design on the utility of the product. An adequate warning about a product shall be considered in evaluating the likelihood of damage when the manufacturer has used reasonable care to provide the adequate warning to users and handlers of the product.

22. The danger to people including Plaintiffs resulting from the design defects in Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.

23. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are unreasonably dangerous in design pursuant to La. R.S. 9:2800.56 and damaged Plaintiffs.

INADEQUATE WARNING PURSUANT TO LA. R.S. 9:2800.57

24. Plaintiffs reaver and reallege each and every allegation of this Complaint.

25. Pursuant to La. R.S. 9:2800.57,

A product is unreasonably dangerous because an adequate warning about the product has not been provided if, at the time the product left its manufacturer's control, the product possessed a characteristic that may cause damage and the manufacturer failed to use reasonable care to provide an adequate warning of such characteristic and its danger to users and handlers of the product....

A manufacturer of a product who, after the product has left his control, acquires knowledge of a characteristic of the product that may cause damage and the danger of such characteristic, or who would have acquired such knowledge had he acted as a reasonably prudent manufacturer, is liable for damage caused by his subsequent failure to use reasonable care to provide an adequate warning of such characteristic and its danger to users and handlers of the product.

26. The danger to people including Plaintiffs resulting from the lack of adequate warning related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
27. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are unreasonably dangerous because of the lack of adequate warning pursuant to La. R.S. 9:2800.57 and damaged Plaintiffs.

BREACH OF EXPRESS WARRANTY PURSUANT TO LA. R.S. 9:2800.58

28. Plaintiffs reaver and reallege each and every allegation of this Complaint.
29. Pursuant to La. R.S. 9:2800.58,

A product is unreasonably dangerous when it does not conform to an express warranty made at any time by the manufacturer about the product if the express warranty has induced the claimant or another person or entity to use the product and the claimant's damage was proximately caused because the express warranty was untrue.

30. The danger to people including Plaintiffs resulting from the failure to conform to express warranties related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
31. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are unreasonably dangerous because they did not conform to express warranties pursuant to La. R.S. 9:2800.58 and damaged Plaintiffs.

NEGLIGENCE

32. Plaintiffs reaver and reallege each and every allegation of this Complaint.
33. Pursuant to Article 2315 of the Louisiana Civil Code, "Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it."
34. The danger to people including Plaintiffs related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone resulting from negligence was foreseeable by Defendants.
35. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone damaged Plaintiffs.

REDHIBITION

36. Plaintiffs reaver and reallege each and every allegation of this Complaint.
37. Pursuant to Article 2520 of the Louisiana Civil Code,

The seller warrants the buyer against redhibitory defects, or vices, in the thing sold.

A defect is redhibitory when it renders the thing useless, or its use so inconvenient that it must be presumed that a buyer would not have bought the thing had he known of the defect.

The existence of such a defect gives a buyer the right to obtain rescission of the sale.

A defect is redhibitory also when, without rendering the thing totally useless, it diminishes its usefulness or its value so that it must be presumed that a buyer would still have bought it but for a lesser price. The existence of such a defect limits the right of a buyer to a reduction of the price.

38. The danger to people including Plaintiffs resulting from the redhibitory defects and/or vices related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
39. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone contain redhibitory defects and/or vices and damaged Plaintiffs.

BREACH OF WARRANTY OF FITNESS FOR ORDINARY USE

40. Plaintiffs reaver and reallege each and every allegation of this Complaint.

41. Pursuant to Article 2524 of the Louisiana Civil Code,

The thing sold must be reasonably fit for its ordinary use.

When the seller has reason to know the particular use the buyer intends for the thing, or the buyer's particular purpose for buying the thing, and that the buyer is relying on the seller's skill or judgment in selecting it, the thing sold must be fit for the buyer's intended use or for his particular purpose.

If the thing is not so fit, the buyer's rights are governed by the general rules of conventional obligations.

42. The danger to people including Plaintiffs resulting from the breach of warranty of fitness for ordinary use related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.

43. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are not reasonably fit for their ordinary use and damaged Plaintiffs.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS

44. Plaintiffs reaver and reallege each and every allegation of this Complaint.
45. Defendants knew of the uses for which Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone were intended and impliedly warranted that they would be of merchantable quality and safe and fit for such uses.
46. The danger to people including Plaintiffs resulting from the breach of implied warranty of merchantability and fitness related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
47. Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone were not of merchantable quality or safe and fit for their intended uses and damaged Plaintiffs.

STRICT LIABILITY

48. Plaintiffs reaver and reallege each and every allegation of this Complaint.

49. Defendants knew the foreseeable risks of Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone exceeded the benefits such that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone were unreasonably dangerous or more dangerous than other antipsychotic medications.
50. The danger to people including Plaintiffs related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
51. The foreseeable risks of Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone exceeded the benefits and damaged Plaintiffs.

VIOLATIONS OF FEDERAL REGULATIONS

52. Plaintiffs reaver and reallege each and every allegation of this Complaint.
53. 21 U.S.C.A. § 321 and 21 U.S.C.A. § 352 require Defendants to fully and accurately disclose information related to the adverse effects of Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone in the labeling, package inserts, and promotional materials and prohibit Defendants from promulgating misleading claims that Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone are safer than other antipsychotic medications.

54. 21 U.S.C.A. § 331 and 21 U.S.C.A. § 352 prevent Defendants from introducing Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone into interstate commerce for off-label uses.
55. The danger to people including Plaintiffs resulting from Defendants violations of federal regulations related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone was foreseeable by Defendants.
56. Defendants violated federal regulations related to Risperdal® (risperidone), Risperdal Consta® (a long-acting injectable form of risperidone), Invega® (paliperidone), and/or Risperidone and damaged Plaintiffs.

DAMAGES

57. Plaintiffs reaver and reallege each and every allegation of this Complaint.
58. Plaintiffs allege entitlement to such damages as are reasonable including, but not limited to, the following:
 - a. Past, present, and future medical expenses;
 - b. Past, present, and future physical pain and suffering;
 - c. Past, present, and future mental anxiety and anguish;
 - d. Past, present, and future lost wages and earnings;
 - e. Past, present, and future loss of earning capacity;
 - f. Past, present, and future loss of enjoyment of life;
 - g. Loss of consortium; and,
 - h. All damages which are reasonable as will be more fully shown at trial.

JURY DEMAND

59. Plaintiffs reaver and reallege each and every allegation of this Complaint.

60. Plaintiffs are entitled to and demand a trial by jury.

WHEREFORE, Plaintiffs, **MIRIAM RILEY INDIVIDUALLY AND ON BEHALF OF R. R.**, pray that there be a judgment against Defendants, **JANSSEN PHARMACEUTICALS, INC., JOHNSON & JOHNSON, JANSSEN RESEARCH AND DEVELOPMENT, L.L.C., AND MYLAN PHARMACEUTICALS INC.**, for all reasonable damages, legal interest, attorney's fees, and costs.

DATED: NOVEMBER 25, 2014

Respectfully Submitted,

/s/ Jessica W. Hayes, Trial Attorney (#28927)

Jessica W. Hayes, Trial Attorney (#28927)

MURRAY LAW FIRM

650 Poydras Street, Suite 2150

New Orleans, Louisiana 70130

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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

MIRIAM RILEY INDIVIDUALLY AND ON BEHALF OF R. R.

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

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

Jessica W. Hayes (#28927) - Murray Law Firm,
650 Poydras Street, Suite 2150, New Orleans, Louisiana 70130
Telephone: (504) 525-8100

DEFENDANTS

JANSSEN PHARMACEUTICALS, INC., JOHNSON & JOHNSON COMPANY, JANSSEN RESEARCH AND DEVELOPMENT, L.L.C., AND MYLAN PHARMACEUTICALS INC.

County of Residence of First Listed Defendant Dauphin County
(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)

- | | 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 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 <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

Brief description of cause:

Injuries related to the ingestion of Risperdal®, Risperdal Consta®, Invega®, and/or Risperidone

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

11/25/2014

SIGNATURE OF ATTORNEY OF RECORD

Jessica W. Hayes (#28927)

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.