UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: _____

MSP RECOVERY CLAIMS, SERIES LLC,
a Delaware entity,

Plaintiff,

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD;

Defendants.
_____/

PLAINTIFF'S CLASS ACTION COMPLAINT FOR DAMAGES

MSP Recovery Claims, Series LLC ("MSPRC") brings this class action on behalf of similarly-situated healthcare insurers (the "Class Members") to recover payments unlawfully induced by Huahai US, Inc. ("Huahai US"); Prinston Pharmaceuticals, Inc. ("Prinston"); Solco Healthcare U.S., LLC ("Solco"); Teva Pharmaceuticals Industries, Ltd. ("Teva Industries"); Teva Pharmaceuticals USA, Inc. ("Teva USA") (collectively, the "Valsartan Defendants"); and Zhejiang Huahai Pharmaceutical Co., Ltd ("ZHP").[1]

NATURE OF THE ACTION

1. When physicians prescribe, patients consume, and health insurance companies pay for a pharmaceutical drug, they have a right to expect that the drug has been manufactured

[1] Certain healthcare benefit providers have assigned their recovery rights to plaintiff MSPRC. MSPRC asserts those rights it has obtained through the assignments described more fully below.

with quality and care, *i.e.*, that the drug is safe and has the quality, purity, identity, and strength represented by its manufacturer. As a foundation of that trust, a manufacturer must comply with what are called current Good Manufacturing Practices ("cGMPs"). 21 U.S.C. § 351(a)(2)(B). If a drug is not manufactured in compliance with those standards, it is deemed adulterated, worthless, and prohibited from being distributed and sold in the United States. *Id*.

2. Since at least 2014, the Valsartan Defendants have manufactured or sold hundreds of millions of dollars in worthless, adulterated generic Valsartan—a widely-popular prescription drug mainly used to treat high blood pressure and congestive heart failure. To obtain maximum profits by minimizing costs, the Valsartan Defendants outsourced to a Chinese manufacturer—ZHP—production of the core active pharmaceutical ingredient ("API") that is used to synthesize Valsartan. The Valsartan Defendants outsourced that production despite knowing or having reason to know that ZHP's chronic and documented cGMP violations would result in the production of ingredients that are unfit and unsafe for human consumption. Today, because of ZHP's repeated violations of cGMPs, nearly half of all Valsartan drugs the Valsartan Defendants are currently selling in the United States are contaminated with N-nitrosodimethylamine ("NDMA"), a carcinogenic—and liver-damaging—contaminant.[2]

3. This is no minor contamination. Nitrosamines such as NDMA are well-known to be carcinogenic and have been used widely in cancer research for that very reason. Anecdotally,

[2] ABC NEWS, *FDA Expands Recall of Common Heart Medication Valsartan*, available at https://abcnews.go.com/Health/fda-expands-recall-common-heart-medication-valsartan/story?id=57092400 (last accessed Dec. 14, 2018) ("Valsartan-containing drug products with active pharmaceutical ingredients supplied by [ZHP] make up nearly 43% percent of the U.S. market share of valsartan-containing drug products since January 2018.").

NDMA was the poison of choice in two sensational murders in the U.S. and Germany.[3] Because smoking cigarettes produces NDMA, smoking in public places has been banned. Animal studies have shown that "exposure to NDMA has caused tumors primarily of the liver, respiratory tract, kidney and blood vessels."[4] Simply put, no doctor would prescribe, no patient would consume, and no insurance company would pay for, a drug that contained NDMA, a probable human carcinogen.

4. Following the shocking revelation that nearly half of the Valsartan currently being sold in the United States contained a probable human carcinogen, on July 13, 2018, the U.S. Food and Drug Administration ("FDA") announced a voluntary recall of all Valsartan products manufactured by ZHP. A list of all currently recalled Valsartan products can be found here https://www.fda.gov/downloads/Drugs/DrugSafety/UCM615703.pdf (the "Valsartan Drugs," which includes contaminated Valsartan already sold and paid for by Plaintiff's assignors and the Class Members).

5. On September 28, 2018, the FDA banned ZHP from further importing Valsartan API into the United States until it could determine the full extent of the NDMA contamination. European regulators for more than 20 European countries took similar steps. Although the investigation into the scope of the contamination is still underway, the FDA already has

[3] Chase Purdy, *A Common Blood-Pressure Medicine is Being Recalled Because of a Toxic Ingredient*, available at https://qz.com/1330936/the-fda-is-recalling-a-common-blood-pressure-drug-because-it-was-mixed-with-ndma/ (last accessed Dec. 14, 2018).

[4] U.S. ENVIRONMENTAL PROTECTION AGENCY, *Technical Fact Sheet – N-Nitroso-dimethylamine (NDMA)*, available at https://www.epa.gov/sites/production/files/2014-03/documents/ffrrofactsheet_contaminant_ndma_january2014_final.pdf (last accessed Dec. 14, 2018).

announced the recall of another, related "sartan" drug called Losartan, also manufactured by ZHP, because it is contaminated with N-nitrosodiethylamine ("NDEA")—another nitrosamine carcinogen.[5]

6. The extensive contamination caused by ZHP cannot have come as a surprise to the Valsartan Defendants. As early as May 2017, the FDA criticized ZHP's production facilities for failing to comply with cGMPs. In one inspection, the FDA discovered that ZHP's Linhai City facility (where Valsartan was being manufactured) repeatedly was re-testing out-of-specification samples until it obtained a desirable result. ZHP also routinely dismissed questionable test results without providing any kind of scientific explanation, in violation of cGMPs. On information and belief, ZHP was manipulating its data to intentionally conceal that it was producing Valsartan contaminated with a known human carcinogen.

7. ZHP's cGMP violations began long before 2017. According to the FDA, ZHP's cGMPs violations began no later than 2012, when ZHP changed the manufacturing process it used to synthesize Valsartan. To increase efficiency and yield, ZHP replaced one chemical compound (tributyltin azide) with another, more toxic compound (sodium azide), which required use of sodium nitrite. This process, according to leading chemists, would inevitably produce nitrosamines (such as NDMA and NDEA) as a by-product, because it is widely known that use

[5] This class action focuses on the production and unlawful sale of Valsartan-containing contaminated Valsartan API produced by ZHP. It recently came to light that defendant Teva and another generic manufacturer, Mylan, N.V., have been selling Valsartan containing contaminated Valsartan API that was manufactured in India and contains NDEA. Teva's practice of outsourcing the production of Valsartan API to plants that do not follow cGMPs has resulted in Teva's recalling all of its Valsartan drugs from the U.S. market.

of nitrites causes formation of nitrosamines.[6]

8. Making matters worse, ZHP violated cGMPs by never testing whether this new process could safely produce uncontaminated Valsartan API. In fact, following the July 13th recall, the FDA found ZHP to be in further violation of cGMPs, because it had "fail[ed] to evaluate all potential risks from the . . . manufacturing process change."[7] According to the FDA's recent inspection, ZHP has been producing contaminated "valsartan-containing products for as long as four years."[8]

9. On November 29, 2018, the FDA issued a warning letter to ZHP, condemning ZHP for "fail[ing] to adequately assess the potential formation of mutagenic impurities when [it] implemented the new process . . . ."[9] The FDA also discovered that, in September of 2016, ZHP received complaints that it was producing contaminated Valsartan API. Instead of testing its process and fixing what was causing the impurity, ZHP shockingly "reprocessed and released [the contaminated drug] to customers in non-U.S. markets."[10] The FDA recently disclosed that its investigation had "uncovered serious manufacturing violations at ZHP . . . and these

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[6] ECA ACADEMY, *Valsartan: What Caused the Contamination?*, available at https://www.gmp-compliance.org/gmp-news/valsartan-what-caused-the-contamination (last accessed Dec. 14, 2018).

[7] U.S. FOOD AND DRUG ADMINISTRATION, *Form 483 Dated Aug. 3, 2018*, available at https://www.fda.gov/downloads/Drugs/GuidanceComplianceRegulatoryInformation/CDERFOIAElectronicReadingRoom/UCM621162.pdf (last accessed Dec. 14, 2018).

[8] *Id.*

[9] FDA, *Warning Letter: 320-19-04 dated Nov. 29, 2018*, available at https://www.fda.gov/ICECI/EnforcementActions/WarningLetters/ucm628009.htm (last accessed Dec. 14, 2018).

[10] *Id.*

violations reveal a disturbing lack of oversight at this API manufacturer that puts patients at risk."[11]

10. Despite knowing at all material times how ZHP (their contract manufacturer) manufactured its Valsartan API, despite repeated warnings that ZHP was violating cGMPs, and despite complaints that ZHP was producing contaminated Valsartan API, the Valsartan Defendants did nothing to cause ZHP to correct its violations and ensure that the Valsartan API it manufactured satisfied cGMPs. Instead, the Valsartan Defendants continued to manufacture and distribute huge quantities of adulterated and dangerous Valsartan, fraudulently misrepresented its quality and safety, and collected hundreds of millions of dollars in unlawful payments annually from Plaintiff's assignors and Class Members.

11. In doing so, the Valsartan Defendants, knowingly and with an intent to defraud, concealed from Plaintiff and Class Members the material facts concerning ZHP's pervasive cGMP violations, and made express and implied representations to Plaintiff's assignors and Class Members that the Valsartan Drugs conformed to applicable standards of quality, purity, identity and strength, were not adulterated, and were merchantable, fit for human consumption and fit for their intended purpose when, in truth and in fact, the Valsartan Drugs were contaminated with a probable human carcinogen.

12. Each package of Valsartan Drugs sold in the United States contained a printed insert which represented that the drug in the package had the specified properties, conformed to the specified description, and carried a guarantee of quality assurance. The Valsartan Defendants

[11] U.S. FOOD AND DRUG ADMINISTRATION, *FDA Warns API Manufacturer Involved in Valsartan Recall, Provides Information for Patients Taking These Medications*, Dec. 11, 2018, available at https://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm628189.htm (last accessed Dec. 14, 2018).

knowingly or extremely recklessly made these representations with actual knowledge, or reason to know, that they were false, because the Valsartan Defendants had outsourced production to a Chinese company that was committing egregious cGMP violations and using a new production process that caused contamination.

13. The Valsartan Defendants' misrepresentations and omissions were material to the decisions by Plaintiff's assignors and Class Members to pay for the Valsartan Drugs, and in paying for those drugs, Plaintiff's assignors and Class Members reasonably relied on those misrepresentations and omissions. Plaintiff's assignors and the Class Members would not have continued paying for the drugs if they had known the drugs were adulterated, which meant the drugs could not lawfully be sold or distributed, and were, therefore, worthless. Plaintiff and the Class Members have the right to recover all sums of money they paid for the drugs.

14. Plaintiff's assignors and Class Members paid the majority of amounts charged by the Valsartan Defendants for the Valsartan Drugs and, consequently, were the direct and primary victims of Defendants' scheme to defraud. In the years since Valsartan went on sale as a generic, Plaintiff's assignors paid approximately $79 million for generic Valsartan containing Valsartan API manufactured by ZHP. Similarly situated Class Members paid tens of millions more. And although the Valsartan Defendants' scheme affected non-parties—*e.g.*, patients and doctors—Plaintiff's claims are not dependent on the conduct of others who also may have relied on and been deceived by the Valsartan Defendants' misrepresentations and omissions. Defendants' scheme could not have achieved its objective—to realize massive profits from the sale of drugs that were falsely represented to be merchantable, fit for human consumption and their intended purpose, but were in fact adulterated, dangerous and worthless—without the continuing, annual payment of hundreds of millions of dollars by Plaintiff's assignors and Class Members.

JURISDICTION AND VENUE

15. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1331.

16. Under 28 U.S.C. § 1391 and 18 U.S.C. § 1965, venue is proper in the United States District Court for the Southern District of Florida because the claims alleged in this action accrued in this district and defendants regularly transact their affairs in this district.

17. This Court has personal jurisdiction over each of the defendants because the defendants conduct business in Florida, maintain and carry on continuous and systematic contacts with Florida and this judicial district, regularly transact business within Florida and this judicial district, and regularly avail themselves of the benefits of their presence in Florida and this judicial district.

THE PARTIES

18. Plaintiff MSPRC is a Delaware series limited liability company with its principal place of business at 5000 S.W. 75th Avenue, Suite 400, Miami, Florida 33155. MSPRC's limited liability company agreement provides for the establishment of one or more specific Series. All records of all Series are maintained together with all assets of MSPRC.

19. Certain healthcare benefit providers have assigned their recovery rights to assert the claims alleged in this Complaint to Series LLCs of MSPRC. Pursuant to MSPRC's limited liability agreement, all rights arising from the assignment to its series (including the assignments discussed below), along with the right to bring any lawsuit in connection with that assignment (including those below), belong to MSPRC. As such, MSPRC has the right and power to sue defendants to recover the payments at issue in this action.

20. Defendant Huahai US is a New Jersey corporation and maintains its principal

place of business at 2002 Eastpark Blvd., Cranbury, New Jersey 08512. Huahai US is a subsidiary of ZHP. At all times material to this action, Huahai US has been engaged in the manufacture, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district.

21. Defendant Prinston is a Delaware corporation and maintains its principal place of business at 2002 Eastpark Boulevard, Cranbury, New Jersey 08512. At all times material to this action, Prinston has been engaged in the manufacture, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district.

22. Defendant Solco is a Delaware limited liability company and maintains its principal place of business at 2002 Eastpark Boulevard, Suite A, Cranbury, New Jersey 08512. At all times material to this case, Solco has been engaged in the manufacture, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district. Solco is a fully owned subsidiary of Prinston and ZHP.

23. Defendant Teva Industries is a foreign company incorporated and headquartered in Peta Tikvah, Israel. Teva, on its own and through subsidiaries, regularly conducts business throughout the United States of America and its territories and possessions. At all times material to this action, Teva has been engaged in the manufacturing, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district.

24. Defendant Teva USA, a Delaware corporation, is a wholly owned subsidiary of Teva Industries, and maintains its principal place of business at 1090 Horsham Road, North Wales, Pennsylvania. At all times material to this action, Teva USA has been engaged in the manufacturing, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district.

25. Defendant ZHP is a foreign corporation organized and existing under the laws of the People's Republic of China, and maintains its principal place of business at Xunqiao, Linhai, Zhejiang 317024, China. At all times material to this action, ZHP has been engaged in the manufacturing, sale, and distribution of adulterated generic Valsartan throughout the United States, including Florida and this district.

26. All conditions precedent to this action have occurred, been performed, or have been waived.

FACTUAL ALLEGATIONS

1. Valsartan Background

27. Valsartan is a potent, orally active nonpeptide tetrazole derivative which, when ingested, causes a reduction in blood pressure, and is used in the treatment of hypertension, heart failure, and post-myocardial infarction.

28. Valsartan is the generic version of the registered listed drug ("RLD") Diovan® ("Diovan"), which was marketed in tablet form by Novartis AG ("Novartis") beginning in July 2001. Diovan was an immensely popular drug, generating $2.33 billion in sales in the United States until its patents expired in 2012.

29. Diovan's FDA-approved label specifies its active and inactive ingredients. NDMA is not an FDA-approved ingredient of Diovan. NDMA also is not an FDA-approved ingredient of any generic Valsartan product.

30. Although Novartis's Diovan patents expired in September 2012, Diovan was not immediately subject to generic competition because Ranbaxy Pharmaceuticals (the generic exclusivity holder) was unable to obtain FDA approval for its generic Valsartan until approximately June 2014, which delayed other generic competition (under the Hatch-Waxman

Act) until Ranbaxy achieved FDA approval and began to market its generic drug.

2. The Generic Drug Approval Framework

31. Under the Drug Price Competition and Patent Term Restoration Act of 1984, codified at 21 U.S.C. § 355, *et seq.*, branded drug companies are required to submit a New Drug Application ("NDA") and demonstrate clinical safety and efficacy through well-designed clinical trials.

32. In contrast, generic drug companies such as the Valsartan Defendants submit what is called an Abbreviated New Drug Application ("ANDA"). Instead of demonstrating clinical safety and efficacy, generic drug companies need only demonstrate bioequivalence to the branded drug or the RLD. Bioequivalence is defined as the "absence of significant difference" in the pharmacokinetic profiles of two pharmaceutical products. 21 C.F.R. § 320.1(e).

33. The bioequivalence basis for ANDA approval is premised on the generally accepted proposition that the equivalence of pharmacokinetic profiles of two drug products is accepted as evidence of therapeutic equivalence. In other words, if (1) the RLD is proven to be safe and effective for the approved indication through well-designed clinical studies accepted by the FDA, and (2) the generic company has shown that its ANDA product is bioequivalent to the RLD, then (3) the generic ANDA product is considered safe and effective for the same approved indication as the RLD.

34. Because the right to sell generic drugs is based on bioequivalence, generic drug manufacturers have an ongoing duty under federal law to ensure the bioequivalence of their products with the RLD. At all times, federal law requires a generic manufacturer to show, among other things, that: the active ingredients are the same as the RLD, 21 U.S.C. § 355(j)(2)(A)(ii); and the generic drug is "bioequivalent" to the RLD and "can be expected to have the same

therapeutic effect," *id.* at (A)(iv). Like a brand manufacturer, a generic manufacturer also must make "a full statement of the composition of such drug" to the FDA. *Id.* at (A)(vi); *see* 21 U.S.C. § 355(b)(1)(C). Finally, a generic manufacturer also must submit information to show that the "labeling proposed for the new drug is the same as the labeling approved for the [RLD] . . . ." 21 U.S.C. § 355(j)(2)(A)(v).

35. When the FDA approves a generic drug, it states that the generic drug is "therapeutically equivalent" to the branded drug. The FDA codes generic drugs as "A/B rated" to the RLD branded drug. Pharmacists, physicians, and patients reasonably expect such generic drugs to be therapeutically interchangeable with the RLD, and generic manufacturers expressly warrant this interchangeability through the inclusion of the same labeling as the RLD in each and every prescription of their generic drug.

36. The FDA has approved fifteen (15) ANDAs for generic Diovan, *i.e.*, Valsartan.

3. The FDA's Enforcement of cGMPs

37. The FDA is responsible for protecting the public health by assuring the safety, efficacy, and security of human and veterinary drugs, biological products, medical devices, the nation's food supply, cosmetics, and products that emit radiation. The FDA administers, *inter alia*, the Federal Food, Drug, and Cosmetics Act, 21 U.S.C. §§ 301 *et seq.*

38. The FDA endeavors to ensure the safety and efficacy of drugs taken by millions of Americans through a combination of approvals, inspections and enforcement, but also relies on drug manufacturers to self-regulate and act responsibly in the public interest. In the FDA's view, drug manufacturers have "a virtual fiduciary relationship to the public." Eric M. Blumberg, *Abbott Laboratories Consent Decree and Individual Responsibility Under the Federal Food, Drug and Cosmetic Act*, 55 FOOD & DRUG L.J. 148 (2000).

39. In fulfillment of its statutory duties, the FDA enforces cGMPs, which impose on pharmaceutical companies minimum requirements for manufacturing, processing, packaging, and holding drugs, to assure they meet safety, quality, purity, identity and strength standards. *See* 21 U.S.C. § 351.

40. Federal regulations, set forth in 21 C.F.R. Parts 210 and 211, provide minimum standards regarding: organization and personnel (Subpart B); buildings and facilities (Subpart C); equipment (Subpart D); control of components and drug product containers and closures (Subpart E); production and process controls (Subpart F); packaging and label controls (Subpart G); holding and distribution (Subpart H); laboratory controls (Subpart I); records and reports (Subpart J); and returned and salvaged drug products (Subpart K). The FDA has extraterritorial jurisdiction to enforce these regulations if a facility is making drugs intended to be distributed in the United States.

41. The FDA has emphasized that cGMP compliance is critical in assuring that drugs are safe, effective, and fit for their intended use.

42. Any drug that fails to satisfy applicable cGMPs is deemed to be "adulterated" and may not be directly or indirectly introduced or delivered for introduction into interstate commerce or distributed or sold in the United States. *See* 21 U.S.C. §§ 331(a), 351(a)(2)(B). Sections 351(a)(2)(A) and (B) provide that a drug "shall be deemed adulterated":

> [I]f it has been prepared, packed, or held under insanitary conditions whereby it may have been contaminated with filth, or whereby it may have been rendered injurious to health; or . . . if it is a drug and the methods used in, or the facilities or controls used for, its manufacture, processing, packing, or holding do not conform to or are not operated or administered in conformity with current good manufacturing practice to assure that such drug meets the requirements of this chapter as to safety and has the identity and strength, and meets the quality and purity characteristics, which it purports or is represented to possess.

43. Under federal law, cGMPs include "the implementation of oversight and controls

over the manufacture of drugs to ensure quality, including managing the risk of and establishing the safety of raw materials, materials used in the manufacturing of drugs, and finished drug products." 21 U.S.C. § 351(j).

44. Indeed, FDA regulations require a "quality control unit" to independently test drug productions manufactured by another company on contract, such as was the case here, where ZHP served as a contract manufacturer for the Valsartan Defendants. Specifically:

> (a) There shall be a quality control unit that shall have the responsibility and authority to approve or reject all components, drug product containers, closures, in-process materials, packaging material, labeling, and drug products, and the authority to review production records to assure that no errors have occurred or, if errors have occurred, that they have been fully investigated. The quality control unit shall be responsible for approving or rejecting drug products manufactured, processed, packed, or held under contract by another company.

21 C.F.R. § 211.22(a).

4. ZHP's Chronic cGMP Violations

45. The Valsartan Defendants outsourced the production of Valsartan API to ZHP, which has API manufacturing facilities located in Linhai City, Zhejiang Province, China. ZHP was one of the first Chinese companies approved by the FDA to manufacture and sell generic drugs in the United States and is one of China's largest exporters of pharmaceuticals to the United States and the European Union.[12]

46. Because ZHP served as contract manufacturer of the defendants' Valsartan Drugs, the Valsartan Defendants had a quality assurance obligation under federal law, as set forth above, with respect to ZHP's processes and finished products.

47. On information and belief, ZHP changed its Valsartan manufacturing process in

[12] ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD., *About Us*, available at http://en.huahaipharm.com/content.asp?info_kind=001002 (last accessed Dec. 14, 2018).

or about 2012. Before the process change, in order to synthesize the tetrazole cycle in the Valsartan molecule, ZHP used a compound called tributylin azide. To increase yield, ZHP replaced tributylin azide with sodium azide. However, because sodium azide is highly toxic, the process required use of sodium nitrate to "destroy" excess sodium azide in the finished product. At all times relevant to this action, it was well-known that under acidic conditions (such as those involved in synthesizing Valsartan), sodium nitrate forms nitrous acid, which can react with another solvent in the synthesis process (dimethylamine) to generate nitrosamines, such as NDMA and NDEA. After ZHP changed its manufacturing process it never tested whether that process could produce uncontaminated Valsartan on a commercial scale.

48. Moreover, despite the Valsartan Defendants' duty under 21 C.F.R. § 211.22(a) to ensure that contract manufacturers comply with cGMPs, at no time did they investigate whether ZHP's changed process could produce uncontaminated Valsartan on a commercial scale. On the contrary, ZHP and the Valsartan Defendants knew or had reason to know that the Valsartan produced by the new process would be contaminated with nitrosamines, such as NDMA or NDEA. In fact, a recent FDA investigation revealed that on September 13, 2016, ZHP received a complaint that its API tested higher than the acceptable range for a known carcinogen. *See* n.9 *supra*.

49. The World Health Organization's ("WHO") International Agency for Research on Cancer ("IARC") classifies NDMA as one of sixty-six (66) agents that are "probably carcinogenic to humans" (Classification 2A). The U.S. Environmental Protection Agency also classified NDMA as a probable human carcinogen by giving it a "B2" rating, which means that is "probably carcinogenic to humans." WHO, *Guidelines for Drinking-Water Quality*, available at https://www.who.int/water_sanitation_health/dwq/chemicals/ndmasummary_2ndadd.pdf (last

accessed Dec. 14, 2018).

50. Accordingly, NDMA is not an FDA-approved ingredient for Diovan or generic Valsartan. None of defendants' Valsartan Drugs (or any Valsartan product, for that matter) identifies NDMA as an ingredient on product labels or anywhere else.

51. ZHP's cGMP violations go beyond having produced Valsartan API on a commercial scale since 2012 without verifying whether its changed processes would result in adulterated Valsartan API contaminated with a human carcinogen and poison. In fact, as early as 2007, the FDA had found that ZHP was violating cGMPs for other reasons.

52. The FDA inspected ZHP's Linhai City facilities from March 27 through March 30, 2007, and found numerous cGMP violations.[13] ZHP purported to later correct those violations. However, on September 13, 2016, ZHP received a complaint that its API contained more than the acceptable range of a known carcinogen.[14] ZHP's investigation of the contamination failed to evaluate other API batches to determine whether there was "an adverse trend."[15] In fact, several other batches also tested out of specification for the carcinogen but were not mentioned in ZHP's investigation. Rather, ZHP reprocessed and redistributed the contaminated API to its customers in non-U.S. markets.[16] Through such egregious conduct, as further demonstrated below, ZHP and the Valsartan Defendants placed its own profits over

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[13] U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, *Letter to Minghua Zhou*, available at http://online.wsj.com/public/resources/documents/huahai3-10092007.pdf (last accessed Dec. 14, 2018).

[14] *See* n.9, *supra*.

[15] *Id.*

[16] *Id.*

consumer safety. The FDA condemned ZHP's violations as "reveal[ing] a disturbing lack of oversight . . . that puts patients at risk."[17]

53. Moreover, from May 15, 2017 through May 19, 2017, the FDA again inspected ZHP's Linhai City facilities. In that inspection, the FDA found that ZHP repeatedly had re-tested out of specification ("OOS") samples until obtaining a desirable result.[18] The FDA found that ZHP had begun this practice no later than September 2016. The May 2017 inspection resulted in an FDA finding that "impurities occurring during analytical testing are not consistently documented/quantitated."[19]

54. According to the FDA's 2017 report, ZHP routinely had invalidated OOS sampling results without conducting any kind of scientific investigation of the reasons for the OOS sampling. In fact, in one documented instance, the OOS result was attributed to "pollution" in the environment surrounding the facility. These are indicia of systematic data manipulation intended to intentionally conceal and recklessly disregard the presence of toxic impurities such as NDMA.

55. The inspection also found that ZHP's "facilities and equipment [were] not maintained to ensure [the] quality of drug product" manufactured at the facility.[20] The FDA

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[17] U.S. FOOD AND DRUG ADMINISTRATION, *FDA Warns API Manufacturer Involved in Valsartan Recall, Provides Information for Patients Taking These Medications*, Dec. 11, 2018, available at https://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm628189.htm (last accessed Dec. 14, 2018).

[18] U.S. FOOD AND DRUG ADMINISTRATION, *Form 483 dated May 19, 2017*, available at https://www.fda.gov/downloads/Drugs/GuidanceComplianceRegulatoryInformation/CDERFOIAElectronicReadingRoom/UCM616397.pdf (last visited Dec. 14, 2018).

[19] *Id.*

[20] *See id.*

found equipment that was rusting, and that rust was being deposited into drug product, equipment was shedding cracking paint into drug product, there was an accumulation of white particulate matter, and black metallic particles were found in batches of Valsartan API.[21]

56. The FDA ordered a recall of defendants' Valsartan on July 13, 2017. Following that recall, the FDA issued another report of an inspection conducted from July 23 to August 3.[22] In that report, the FDA found that ZHP had violated cGMPs by "release[ing] API manufactured from crude intermediaries with OOS levels of genotoxic impurities without conducting a thorough investigation."[23] In other words, even though ZHP knew its Valsartan API was contaminated, it did nothing to find out why and simply kept producing it.

5. Defendants' Fraudulent and Deceptive Statements About the Valsartan Drugs

57. Each Valsartan Defendant made and breached express and implied warranties and also made affirmative misrepresentations and omissions about their adulterated Valsartan Drugs, to Plaintiff and Class Members.

58. The FDA maintains a list of "Approved Drug Products with Therapeutic Equivalence Evaluations" commonly referred to as the Orange Book.[24] The Orange Book is a public document, and the Valsartan Defendants sought and received a listing of their Valsartan

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[21] *See id.*

[22] U.S. FOOD AND DRUG ADMINISTRATION, *Form 483 dated Aug. 3, 2018*, available at https://www.fda.gov/downloads/Drugs/GuidanceComplianceRegulatoryInformation/CDERFOIAElectronicReadingRoom/UCM621162.pdf (last accessed Dec. 14, 2018)

[23] *Id.*

[24] U.S. FOOD AND DRUG ADMINISTRATION, *Approved Drug Products with Therapeutic Equivalence Evaluations*, available at https://www.fda.gov/drugs/informationondrugs/approveddrugs/approveddrugproductswiththerapeuticequivalenceevaluationsorangebook/default.htm (last accessed Dec. 14, 2018).

Drugs in the Orange Book upon approval of their Valsartan ANDAs. In securing FDA approval to market generic Valsartan in the United States as an Orange Book-listed therapeutic equivalent to Diovan, the Valsartan Defendants were required to demonstrate that their generic Valsartan products were bioequivalent to branded Diovan.

59. Maintaining therapeutic equivalence for purposes of generic substitution is a continuing obligation on the part of the manufacturer. The FDA's Orange Book states that therapeutic equivalence depends in part on the manufacturer's continued compliance with cGMPs.[25]

60. By introducing their Valsartan Drugs into the United States market under the name "Valsartan" (a) as a therapeutic equivalent to branded Diovan and (b) with an FDA-approved label that is the same as the label for Diovan, the Valsartan Defendants represented and warranted to end users that their products were the same as, and interchangeable with, branded Diovan.

61. Furthermore, Defendant Solco states on its "About Solco" page of its website that "[b]y using the same active ingredients, [Solco] produce[s] products which are identical (equivalent) to the branded medication." SOLCO HEALTHCARE U.S., *About Solco*, available at http://www.solcohealthcare.com/about-solco.html (last accessed Dec. 14, 2018).

62. On the "Drug Safety" page of Solco's website, Solco states that "Solco Healthcare is committed in providing . . . its patients with high quality, FDA-approved generic medications." SOLCO HEALTHCARE U.S., *Drug Safety*, available at http://www.solcohealthcare.com/trade-partner-information.html#DrugSafety (last accessed Dec.

[25] U.S. FOOD AND DRUG ADMINISTRATION, *Orange Book Preface*, available at https://www.fda.gov/Drugs/DevelopmentApprovalProcess/ucm079068.htm (last accessed Dec. 14, 2018).

14, 2018).

63. Defendant Solco lists its Valsartan products on its website with a statement that the "Reference Listed Drug" is "Diovan®," along with a link to download Solco's Valsartan Prescribing Information. Clicking the "Prescribing Information" link loads a .pdf with a Solco URL address (http://www.solcohealthcare.com/uploads/product/info/valsartan-pi-artwork_170524_141555.pdf)

64. Defendant Teva has a "Generics FAQs" on its website. In response to the question "Are generic drugs safe?" Defendant Teva states the following:

> A generic drug is bioequivalent to the original innovative drug and meets the same quality standards. The active ingredient, the content, the dosage form and the usage of a generic drug are similar to those of an innovative drug. Generic drugs are essentially the same as the original drug, but are offered at a lower price.

TEVA PHARMACEUTICAL INDUSTRIES, LTD., *Generics FAQs*, available at https://www.tevapharm.com/our_products/generic_qa/ (last accessed Dec. 14, 2018).

65. In response to the question "How do you ensure generic drug safety, having tried it in only a limited number of patients?" Defendant Teva states the following:

> The generic product's active pharmaceutical ingredient (API) is identical to that of the innovative drug, its purity profile is similar and it is found to be bioequivalent; therefore its safety and efficacy are also comparable.

Id.

66. Similarly, on its webpage entitled "Uncompromising Quality," Teva states that it knows that its products affect patient health. Teva further states that it "guarantee[s] the quality of our products" through Teva's "impeccable adherence to … [cGMPs][.]" TEVA PHARMACEUTICALS INDUSTRIES, LTD., *Uncompromising Quality*, available at https://www.tevapharm.com/about/profile/quality_assurance/ (last accessed Dec. 14, 2018).

67. Defendant Prinston states on its website that "[w]e deliver and maintain high

quality and integrity in all of our products, which are manufactured in world-class cGMP (current Good Manufacturing Practices) manufacturing facilities." PRINSTON PHARMACEUTICALS, *About Us*, available at http://www.prinstonpharm.com/about_us.html (last visited Dec. 14, 2018).

68. In addition to these representations, each package of the Valsartan Defendants' Valsartan Drugs contained an FDA-approved label. By using an FDA-approved label, the Valsartan Defendants made representations to consumers and healthcare insurers (including Plaintiff's assignors and the Class Members), as well as express and implied warranties, of the "sameness" of their Valsartan Drugs to Diovan. They also represented and warranted that their Valsartan Drugs were not adulterated, and possessed the safety, quality, purity, identity, and strength characteristics reflected in their FDA-approved labels.

69. In addition, on information and belief, the Valsartan Defendants affirmatively misrepresented and warranted to consumers and healthcare insurers—through their websites, brochures, and other marketing or informational materials—that their Valsartan Drugs complied with cGMPs and did not contain any ingredients other than those identified on the Valsartan Drugs' FDA-approved labels.

70. If the Valsartan Defendants had not routinely disregarded the FDA's cGMPs and instead had properly discharged their non-delegable, quality-assurance duties, they would have discovered the NDMA contamination promptly after it occurred, instead of leaving it to be discovered five (5) years later.

71. Regulation 21 C.F.R. § 211.110 contains the cGMPs regarding the "Sampling and testing of in process materials and drug products[.]" Subsection (c) states the following:

> In-process materials shall be tested for identity, strength, quality, and purity as appropriate, and approved or rejected by the quality control unit, during the

> production process, e.g., at commencement or completion of significant phases or after storage for long periods.

21 C.F.R. § 211.110(c).

72. Under this provision, the Valsartan Defendants' own quality control units were responsible for testing, and approving or rejecting drug products manufactured, processed, packed, or held under contract by ZHP.

73. If the Valsartan Defendants had complied with these sampling and quality-control cGMPs, the NDMA contamination in the Valsartan Drugs promptly would have been discovered in 2012, when ZHP changed its processes to lower manufacturing and wholesales costs. At a minimum, ZHP's shenanigans gave the Valsartan Defendants reason to know, and put them on constructive notice, that their Valsartan Drugs were adulterated, because ZHP had adopted a manufacturing process likely to cause nitrosamine contamination.

74. ZHP, Huahai US, Solco, and Prinston are owned by their corporate parent, Huahai Pharmaceutical. Accordingly, Huahai US, Solco, and Prinston had actual or imputed knowledge of ZHP's intentional or reckless breach of applicable cGMPs and its attempts to manipulate its sampling data and conceal the NDMA contamination.

75. The Valsartan Defendants' breach of their non-delegable duty to comply with sampling-related and quality-control-related cGMPs caused the Valsartan Drugs to be adulterated. 21 U.S.C. § 351(a)(2)(B). Thus, the distribution and sale of the adulterated Valsartan Drugs was unlawful, 21 U.S.C. § 331, rendering false the Valsartan Defendants' express representations that the drugs were manufactured in compliance with federal law and could lawfully be distributed and sold.

THE REPRESENTATIVE ASSIGNMENT AGREEMENTS

76. Certain series of MSPRC have executed irrevocable assignments of any and all rights to recover payments made on behalf of their assignors' health plan members and enrollees. These assignments authorize the series and, in turn MSPRC through its operating agreement, to pursue and enforce all legal rights of recovery and reimbursement for health care services and Medicare benefits. For example, and only to serve to further demonstrate standing, MSPRC alleges a few of the assignments below as examples.

77. On March 20, 2018, Group Health Incorporated and Health Insurance Plan of Greater New York (otherwise known as "EmblemHealth" or "Emblem") irrevocably assigned all its rights and claims to recovery against any liable entity (including defendants) for payments made on behalf of their enrollees under Medicare Parts A, B, and D to Series 16-08-483, a designated series of MSPRC. Specifically, the assignments, attached as **Composite Exhibit A**, state the following:

> Assignor hereby irrevocably assigns, transfers, conveys, sets over and delivers to Assignee, and any of its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to all [claims against third parties], whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may have had, or has asserted against any party in connection with the [claims] and all rights and claims against primary payers and/or . . . third parties that may be liable to Assignor arising from or relating to the [claims], including claims under consumer protection statutes and laws, and all information relating thereto, as may be applicable.

Comp. Ex. A, at 2, 4.

78. On May 12, 2017, Summacare, Inc. ("Summacare") irrevocably assigned all its rights and claims to recovery against any liable entity (including defendants) for payments made on behalf of its enrollees under Medicare Parts A, B, and D to MSP Recovery, LLC ("MSP Recovery"). Specifically, the assignment, attached as **Exhibit B**, provides the following

language:

> [Summacare] hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of [Summacare's] right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for [Summacare] that [Summacare] had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to [Summacare] arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims".

Ex. B, at 1-2.

79. On June 12, 2017, MSP Recovery irrevocably assigned all rights acquired under the Summacare Assignment to Series 16-11-509, a designated series of Plaintiff:

> [Assignor] irrevocably assigns, sells, transfers, conveys, sets over and delivers to Assignee and its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to the [claims] (and all proceeds and products thereof) as such terms are defined in the Recovery Agreement dated May 12, 2017, by and among [Summacare] . . . and [MSP Recovery] . . . .

Exhibit C, at 1. Summarcare consented to, acknowledged, approved, and ratified the assignment from MSP Recovery to Series 16-11-509, which is memorialized in a letter dated September 5, 2018, and attached as **Exhibit D**

80. On March 20, 2018, Connecticare, Inc. ("Connecticare") irrevocably assigned all its rights and claims to recovery against any liable entity (including defendants) for payments made on behalf of its enrollees under Medicare Parts A, B, and D to Series 15-09-157, a designated series of MSPRC. Specifically, the assignment, attached as **Exhibit E**, provides the following language:

> Assignor hereby irrevocably assigns, transfers, conveys, sets over and delivers to Assignee, and any of its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to all [claims against third parties], whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may

> have had, or has asserted against any party in connection with the [claims] and all rights and claims against primary payers and/or . . . third parties that may be liable to Assignor arising from or relating to the [claims], including claims under consumer protection statutes and laws, and all information relating thereto, as may be applicable.

Ex. E, at 2.

PLAINTIFF'S ASSIGNORS
PAID FOR CONTAMINATED VALSARTAN

81. Since at least 2014, defendants have manufactured and distributed Valsartan Drugs throughout the United States, for which Plaintiff's assignors paid $79 million on behalf of their enrollees. On information and belief, Plaintiff's assignors' payments include those payments for defendants' contaminated Valsartan Drugs, which were also manufactured, distributed, and sold during that same period.

82. For example, and only to further demonstrate standing, MSPRC alleges some exemplar payments made by its assignors for the Valsartan Drugs in the table below. In each instance, one of MSPRC's assignors received a request to cover a prescription drug on behalf of an enrollee for a particular date of service indicated below. The assignors accepted coverage for these requests and paid the amounts indicated for contaminated, FDA-recalled lots of Valsartan Drugs. To be clear, the table below does not demonstrate all of MSPRC's assignors' payments for contaminated Valsartan Drugs, let alone all of MSPRC's damages.[26]

Assignor	Assignor's Enrollee[27]	Date of Service	Amount Paid
Emblem	T.A.	12/18/2017	$ 195.19

[26] The representative payments in the table below correspond to the FDA's list of recalled Valsartan Drugs with expiration dates ranging from 2018 through 2020. The table below does not list any payments made for Valsartan Drugs whose contamination was not disclosed prior to the FDA's recall.

[27] To ensure that this complaint complies with federal law under the Health Insurance Portability and Accountability Act ("HIPAA"), the individual enrollees are referred to by their initials.

Emblem	E.M.	7/21/2017	$ 193.30
Emblem	E.L.	9/11/2017	$ 192.02
Emblem	G.S.	6/19/2017	$ 174.63
Emblem	R.M.	9/11/2017	$ 170.94
Summacare	B.R.	10/10/2016	$ 89.93
Summacare	S.Z.	12/13/2016	$ 503.89
Summacare	S.F.	3/31/2017	$ 39.60
Summacare	J.S.	5/30/2017	$ 69.12
Summacare	J.S.	11/14/2016	$ 239.14
Connecticare	R.P.	8/24/2017	$ 103.45
Connecticare	W.J.	10/15/2017	$ 75.20
Connecticare	A.W.	8/3/2017	$ 71.15
Connecticare	E.S.	9/21/2017	$ 69.45
Connecticare	S.G.	3/9/2017	$ 52.34

CLASS REPRESENTATION ALLEGATIONS

83. Under Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this class action on its own behalf and on behalf of all Class Members nationwide. Plaintiff seeks class certification of the claims alleged in this action and judgment for damages against the Valsartan Defendants for itself and on behalf of the Class.

84. The Class is defined as follows, and consists of:

Nationwide Class as to Counts I-IV, VI, and VII

All third-party payers and consumers who paid for NDMA-contaminated Valsartan (the "Class"). Excluded from the Class are: the Valsartan Defendants; any parent,

subsidiary, or affiliate of any Defendants; any entity in which any of the Valsartan Defendants have or had a controlling interest, or which any of the Valsartan Defendants otherwise controls or controlled; and any officer, directors, employee, legal representative, predecessor, successor, or assign of any of the Valsartan Defendants.

Florida Subclass as to Count V – Florida Deceptive and Unfair Trade Practices Act

All third-party payers and consumers who paid for NDMA-contaminated Valsartan (the "Class"). Excluded from the Class are: the Valsartan Defendants; any parent, subsidiary, or affiliate of any Defendants; any entity in which any of the Valsartan Defendants have or had a controlling interest, or which any of the Valsartan Defendants otherwise controls or controlled; and any officer, directors, employee, legal representative, predecessor, successor, or assign of any of the Valsartan Defendants.

A. Federal Rule of Civil Procedure 23(a)

85. Federal Rule of Civil Procedure 23(a) provides for class certification where the representative plaintiff demonstrates that:

1. the class is so numerous that joinder of all members is impracticable;

2. there are questions of law or fact common to the class;

3. the claims or defenses of the representative parties are typical of the claims or defenses of the class; and

4. the representative parties will fairly and adequately protect the interests of the class.

(1) Numerosity

86. On information and belief, the Class includes hundreds of third-party payers, as well as hundreds of thousands of consumers throughout the United States, such that individual joinder of each Class member is impracticable.

(2) Commonality

87. Plaintiff and the Class Members assert claims that raise common questions of law

and fact.

88. Some of the common questions of law and fact include:

(a) Whether the Valsartan Defendants manufactured and distributed contaminated Valsartan in violation of cGMPs;

(b) Whether the Valsartan Defendants knew or had reason to know that they were manufacturing and selling contaminated Valsartan in violation of cGMPs;

(c) Whether the Valsartan Defendants engaged in fraudulent and deceptive conduct by manufacturing and selling contaminated Valsartan;

(d) Whether the Valsartan Defendants engaged in a pattern and practice of selling contaminated Valsartan;

(e) Whether the Valsartan Defendants and ZHP constitute an enterprise within the meaning of 18 U.S.C. § 1961(4);

(f) Whether the Valsartan Defendants and ZHP have committed acts of mail and wire fraud;

(g) Whether the Valsartan Defendants and ZHP have engaged in a pattern of racketeering activity;

(h) Whether the Valsartan Defendants have used or invested income from their racketeering activities to establish an enterprise in violation of 18 U.S.C. § 1962(a);

(i) Whether the Valsartan Defendants have conducted or participated in the affairs of an enterprise through a pattern of racketeering in violation of 18 U.S.C. § 1962(c);

(j) Whether the Valsartan Defendants have been unjustly enriched;

(k) Whether the Valsartan Defendants breached express and implied warranties;

(l) Whether the Valsartan Defendants violated FDUPTA and state consumer protection statutes;

89. The common questions identified above predominate over questions, if any, that may affect only individual Class Members.

90. The Valsartan Defendants subjected Plaintiff and the Class Members to the same harm and did so in the same manner.

(3) Typicality

91. Plaintiff's claims are typical of the claims of Class Members because they are based on the same legal theory, arise from the similarity, uniformity, and common purpose of defendants' unlawful conduct, and are not subject to any unique defenses. Members of the Class have sustained damages in the same manner as Plaintiff, as a result of defendants' wrongful conduct.

92. Plaintiff's claims are typical because the Valsartan Defendants, through their misrepresentations and omissions, caused Plaintiffs and the Class Members to pay for adulterated and contaminated Valsartan for which Plaintiff and the Class never should have had to pay. Plaintiff's claims also are typical because the Valsartan Defendants deceived Plaintiff and the Class Members in exactly the same way, through knowing, reckless or negligent misrepresentations, as well as express and implied warranties, that the Valsartan Drugs were in compliance with cGMPs, and were merchantable and fit for their intended purpose when, in fact, they were not.

(4) Adequacy of Representation

93. Plaintiff and its attorneys will fairly and adequately protect and represent the interests of the Class. Plaintiff is a member of the Class defined above, is committed to the active

and vigorous prosecution of this action, and has retained competent counsel experienced in litigation of this nature.

94. There is no hostility of interests between Plaintiff and the Class and there will be no difficulty in the management of this litigation as a class action.

B. Federal Rule of Civil Procedure 23(b)

95. Questions of fact or law common to Plaintiff's and the Class Members' claims predominate over any questions of law or fact affecting only individual Class Members. All claims by Plaintiff and Class Members arise from the Valsartan Defendants' common course of unlawful conduct. The predominating questions of law and fact include those set forth above in Paragraph 88.

96. Common issues predominate where, as here, liability can be determined on a class-wide basis, even if there might be the need for some individualized damages determinations. As a result, in determining whether common questions predominate, courts focus on the liability issue, and if the liability issue is common to the class, as it is in this case, common questions will be held to predominate over individual questions.

97. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because a class action is the most manageable and efficient way to resolve the individual claims of each Class Member.

98. Specifically, a class action is the superior method of adjudicating Plaintiff's and the Class Members' claims because it will provide Class Members with what may be their only economically viable remedy. Moreover, there are no known Class Members who are interested in individually controlling the prosecution of separate actions. In addition, a class action will concentrate all litigation in one forum, which will conserve judicial and party resources with no

unusual manageability problems, because issues regarding the Valsartan Defendants' liability and the nature of Class Members' damages will be determined by class-wide proof, while the amounts of Class Members' damages will be determined by class-wide methods of data processing and computation.

CAUSES OF ACTION

COUNT I
Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1964
(Against all defendants)

99. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

100. Plaintiff asserts a cause of action under 18 U.S.C. § 1964(c) on behalf of itself and all similarly-situated healthcare insurers.

101. The defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Valsartan Enterprise (as described more fully below) through a pattern of racketeering activity.

102. Plaintiff and the Class Members are "persons" within the meaning of 18 U.S.C. § 1961(3), and each is a "person injured in his or her business or property" by reason of the defendants' violation of RICO within the meaning of 18 U.S.C. § 1964(c).

A. The Valsartan Enterprise

103. The Valsartan Defendants and ZHP are "persons" within the meaning of 18 U.S.C. 1961(3).

104. These persons, and others presently unknown, have been members of and constitute an "association-in-fact enterprise" within the meaning of 18 U.S.C. § 1962(c), and will be referred to herein collectively as the Valsartan Enterprise.

105. The Valsartan Enterprise, which engaged in and whose activities affected,

interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4), and consists of "persons" associated together for a common purpose.

106. The purpose of that Valsartan Enterprise was to maximize their profits and sell as much of the Valsartan Drugs as possible, by disregarding whether those drugs complied with cGMPs.

107. The Valsartan Enterprise had an ongoing organization with an ascertainable structure and functioned as a continuing unit with separate roles and responsibilities.

108. Further, the Valsartan Enterprise had an existence that was separate and distinct from the pattern of racketeering in which ZHP and the Valsartan Defendants engaged. The Valsartan Defendants contracted with ZHP to produce various APIs for use in various pharmaceutical drugs that complied with cGMPs, and were lawfully sold in the United States.

109. ZHP and the Valsartan Defendants participated in the conduct, direction and control of the Valsartan Enterprise, but have an existence separate and distinct from the Valsartan Enterprise.

110. The Valsartan Enterprise provided defendants with the means to maximize their profits from the sale of Valsartan Drugs by disregarding whether those drugs complied with the applicable cGMPs. To achieve this goal, the Valsartan Defendants outsourced production of the Valsartan API to ZHP—a manufacturer they knew or had reason to know was producing Valsartan API on a commercial scale without verifying whether the process it was using would result in uncontaminated API. Moreover, the Valsartan Defendants outsourced production to ZHP despite knowledge of ZHP's numerous cGMP violations. As confirmed by the FDA's most recent investigation, ZHP's own records demonstrate that it has been producing contaminated

Valsartan API since at least 2014. *See* n.7, *supra*.

111. At all relevant times, ZHP and the Valsartan Defendants operated, controlled or managed the Valsartan Enterprise through a variety of actions. First, the Valsartan Defendants contracted with ZHP to produce the contaminated Valsartan API. Next, ZHP produced contaminated Valsartan API that did not comply with cGMPs. The Valsartan Defendants then received this contaminated Valsartan API and distributed it into the marketplace for sale.

112. ZHP and the Valsartan Defendants' participation in the Valsartan Enterprise was necessary for the successful operation of its scheme. The members of the Valsartan Enterprise shared and furthered a common purpose: to sell as much of the Valsartan Drugs as possible, and thereby maximize the revenue and profitability of the Valsartan Enterprise and its members. This common purpose is evidenced by ZHP's alteration of the Valsartan API manufacturing process in 2012, which contaminated the Valsartan API with NDMA, in an effort to produce more API annually at a lower cost. The members of the Valsartan Enterprise shared the bounty generated by the enterprise, *i.e*., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Valsartan Enterprise benefited from the common purpose: ZHP and the Valsartan Defendants sold more Valsartan API and Valsartan Drugs than they would have if the truth about the contamination had been known to Plaintiffs and Class Members.

B. The Predicate Acts

113. Section 1961(1) of RICO provides that "racketeering activity" includes any act indictable under 18 U.S.C. § 1341 (relating to mail fraud) and 18 U.S.C. § 1343 (relating to wire fraud). As set forth below, since at least 2014, the Valsartan Defendants and the members of the Valsartan Enterprise have committed numerous acts of mail and wire fraud in furtherance of

their unlawful scheme.

114. Each time the Valsartan Defendants manufactured and sold one of the Valsartan Drugs, they committed predicate acts of mail and wire fraud by misrepresenting that the drugs complied with applicable cGMPs. Similarly, each time ZHP manufactured and sold Valsartan API, it committed predicate acts of mail and wire fraud by misrepresenting that it had complied with applicable cGMPs. ZHP and the Valsartan Defendants made these misrepresentations extremely recklessly or with actual knowledge of falsity, because they knew or had reason to know their representations were false. Having made these misrepresentations many thousands of times over the course of several years, each member of the Valsartan Enterprise committed more than two predicate acts of mail and wire fraud.

115. Each of the defendants knew or had reason to know that these representations were false because ZHP—the outsourced contract manufacturer—was employing a process to produce Valsartan API that all defendants knew would result in contaminated Valsartan API. Moreover, all defendants knew that the FDA repeatedly had criticized ZHP for failing to comply with cGMPs. Despite knowledge of these facts, the Valsartan Defendants further violated cGMPs by failing to assess whether their contract manufacturer's processes complied with cGMPs and could produce uncontaminated Valsartan API on a commercial scale. Instead, the Valsartan Defendants knowingly or extremely recklessly sold massive quantities of contaminated Valsartan, while knowingly or extremely recklessly misrepresenting that their Valsartan Drugs were safe, conformed to cGMPs, and were lawful to distribute and sell in the United States.

116. Plaintiff and Class Members paid many millions of dollars for contaminated, unlawfully sold Valsartan Drugs, which could not have been sold but for the Valsartan Enterprise's fraudulent misrepresentations that the drugs were bioequivalent to Diovan, were

merchantable and fit for their ordinary use, and were manufactured and distributed in accordance with applicable laws and regulations, including cGMPs.

117. Healthcare insurers were primary targets and victims of defendants' unlawful scheme because they were the principal payers for the contaminated Valsartan Drugs. Defendants, acting through the Valsartan Enterprise, caused healthcare insurers (including Plaintiff's assignors and Class Members) to include the Valsartan Drugs in their "formularies," lists of drugs covered by health insurers' policies, through repeated, fraudulent misrepresentations that the drugs were bioequivalent to Diovan, were merchantable and fit for their ordinary use, and were manufactured and distributed in accordance with applicable laws and regulations, including cGMPs. The Valsartan Enterprise members' fraudulent misrepresentations were material to the decisions by Plaintiff's assignors and Class Members to include the Valsartan Drugs in their formularies. If Plaintiff's assignors and Class Members had known the Valsartan Drugs were adulterated and contaminated with NDMA, they would not have included the Valsartan Drugs on their formularies and would not have made any payments for those drugs.

118. In furtherance of the Valsartan Enterprise's fraudulent scheme, the defendants used the United States mail and interstate wires. For example, ZHP used these means in connection with selling Valsartan API that all defendants knew or had reason to know was contaminated. The Valsartan Defendants used these means to send and receive thousands (if not millions) of packages, advertisements, invoices, payments and other communications regarding the Valsartan Drugs. Each defendant conducted or participated, directly or indirectly, in the conduct of the Valsartan Enterprise's affairs through a pattern of unlawful activity within the meaning of 18 U.S.C. § 1961(5).

119. By reason of defendants' and the Valsartan Enterprise's predicate acts and pattern of racketeering activity, Plaintiff and the Class Members have been injured in their business or property by having paid (either completely or partially) for adulterated and contaminated Valsartan Drugs.

120. Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiff and Class Members, who have the right to bring this action for three times their actual damages, as well as appropriate equitable relief, together with their costs and reasonable attorneys' fees in accordance with 18 U.S.C. § 1964(c).

121. Until the FDA banned the import of ZHP's Valsartan API on September 28, 2018, the defendants continuously engaged in these unlawful, predicate acts causing harm to the Class Members on a daily basis since at least 2012, which demonstrates a long-term racketeering activity and evidences the continuity of the Valsartan Enterprise's closed-ended pattern of racketeering activity.

COUNT II
Breach of Express Warranty
(Against the Valsartan Defendants)

122. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

123. The Valsartan Defendants expressly represented and warranted that their Valsartan Drugs could lawfully be sold in accordance with their ANDAs and FDA approvals, which required complying with applicable cGMPs. By putting their Valsartan Drugs into the stream of commerce, they also expressly warranted that their Valsartan Drugs were FDA-approved generic valsartan drugs that were bioequivalent to, and therefore therapeutically equal to and interchangeable with, Diovan. Thus, the Valsartan Defendants expressly warranted that their Valsartan Drugs could lawfully be sold and were the same as Diovan.

124. The Valsartan Defendants sold the Valsartan Drugs, which they expressly represented and warranted were compliant with cGMPs and not adulterated or contaminated.

125. The Valsartan Drugs did not conform to the Valsartan Defendants' express representations and warranties, because the drugs could not lawfully be sold, were not manufactured in compliance with cGMPs, and were adulterated and contaminated.

126. At all times when the Valsartan Defendants marketed and sold the Valsartan Drugs, they knew the purposes for which the drugs would be used, and expressly warranted that the products were the same as Diovan, complied with cGMPs, and not adulterated or contaminated. These representations and warranties became part of the basis of the bargain in Plaintiff's assignors' and Class Members' decisions to include the Valsartan Defendants' Valsartan Drugs in their formularies.

127. The Valsartan Defendants breached their express warranties with respect to their Valsartan Drugs because the drugs did not comply with cGMPs, were adulterated and contaminated, were not bioequivalent to Diovan, and could not lawfully be sold.

128. The Valsartan Defendants' breach of their express warranties were the direct and proximate cause of the Plaintiff's and Class Member's damages.

129. Plaintiff's damages include their assignors' payments for defendants' Valsartan Drugs that did not comply with cGMPs, were adulterated and contaminated, were not bioequivalent to Diovan, and could not lawfully be sold.

COUNT III
Breach of Implied Warranties of Merchantability and Fitness,
(Against the Valsartan Defendants)

130. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

131. Defendants all are "merchants" within the meaning of Article 2 of the U.C.C., as codified under applicable law.

132. The Valsartan Drugs are and were "goods" within the meaning of Article 2 of the U.C.C., as codified under applicable law.

133. The defendants were obligated to provide Plaintiff and the other Class Members reasonably fit Valsartan Drugs that were of merchantable quality, were reasonably fit for the purpose for which they were sold and conformed to the standards of the trade in which defendants are involved, such that their Valsartan Drugs were of fit and merchantable quality.

134. The defendants knew, had reason to know, and should have known that their Valsartan Drugs were being manufactured and sold for the intended purpose of human consumption as a safe alternative to, and the bioequivalent of, Diovan, and impliedly warranted that those drugs were of merchantable quality and fit for that purpose.

135. The defendants breached their implied warranties, because their Valsartan Drugs were not of merchantable quality, nor fit for their ordinary purpose, and did not conform to applicable cGMPs.

136. Defendant's breaches of implied warranties were a direct and proximate cause of Plaintiff's and the Class Members' damages.

137. Plaintiff's damages include their assignors' payments for defendants' Valsartan Drugs, which were not of merchantable quality, were not fit for their ordinary purpose, did not comply with cGMPs, were adulterated and contaminated, were not bioequivalent to Diovan, could not lawfully be sold, and were so unmerchantable and unfit for their ordinary use as to have zero market value.

COUNT IV
Fraud / Negligent Misrepresentation
(Against all defendants)

138. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

139. Defendants made or caused to be made false and fraudulent representations of material facts, and failed to disclose material facts, to Plaintiff's assignors and all Class Members, with regard to defendants' Valsartan Drugs.

140. Defendants affirmatively misrepresented material facts, including the material misrepresentations that their Valsartan Drugs were therapeutically equivalent and bioequivalent to Diovan, that those drugs complied with cGMPs, could lawfully be sold, and were not adulterated or contaminated.

141. Defendants failed to disclose the material facts that their Valsartan Drugs were not therapeutically equivalent and bioequivalent to Diovan, did not comply with cGMPs, could not lawfully be sold, and were adulterated or contaminated.

142. Defendants' misrepresentations fraudulently induced Plaintiffs' assignors and Class Members to include the defendants' Valsartan Drugs in their formularies, which were used as the basis for causing them to pay for the Valsartan Drugs. Defendants knew, had reason to know, or should have known that the Valsartan Drugs were not therapeutically equivalent and bioequivalent to Diovan, that the drugs did not comply with GMPs, could not lawfully be sold, and were adulterated or contaminated. Plaintiff's assignors and the Class Members would not have paid any amounts of money for Defendants' Valsartan Drugs if they had known the truth.

143. Defendants knew, recklessly disregarded, or should have known, that their misrepresentations were materially false or misleading, or that their failure to disclose material facts rendered their representations false or misleading.

144. Defendants also knew, recklessly disregarded, or should have known, that their material misrepresentations and omissions would induce Plaintiff's assignors and the Class Members to pay some or all of the cost of defendants' Valsartan Drugs.

145. Defendants' misrepresentations and omissions were material.

146. Defendants made their misrepresentations and omissions with the intent to induce Plaintiff's assignors and the Class Members to pay for defendants' Valsartan Drugs.

147. But for Defendants' misrepresentations and omissions, Plaintiff's assignors and the Class Members would not have paid for defendants' Valsartan Drugs.

148. Plaintiff's assignors and the Class Members reasonably relied on defendants' material misrepresentations and omissions. Defendants' identical or substantially identical misrepresentations and omissions were communicated to Plaintiff's assignors and each Class Member through product labeling, marketing materials, and other public statements by defendants. But-for defendants' unlawful conduct, neither Plaintiff's assignors nor the Class Members would have included defendants' Valsartan Drugs in their formulary, nor paid any amount of money for the Valsartan Drugs.

149. Plaintiff and the Class Members have been damaged by defendants' misrepresentations and omissions as alleged herein.

COUNT V
Violations of Florida's Deceptive and Unfair Trade Practices Act, §§ 501.204, *et seq.*, Fla. Stat., and other UDAP Statutes
(Against all defendants)

150. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

151. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), codified at sections 501.204, *et seq.*, Fla. Stat., prohibits "unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . ." § 501.204(1), Fla. Stat.

152. Plaintiff is a consumer within the meaning of section 501.203(7).

153. Under FDUTPA, "trade or commerce" is defined as "the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated." § 501.203(8), Fla. Stat.

154. Defendants were and are engaged in "trade or commerce," in which they manufacturer, distribute, and sell prescription drugs or API.

155. Defendants made false and fraudulent misrepresentations that their Valsartan Drugs and the valsartan API were compliant with cGMPs, were bioequivalent to Diovan and could lawfully be sold. Defendants' failure to comply with cGMPs rendered the Valsartan Drugs adulterated or contaminated, and, accordingly, the distribution and sale of those drugs was and is unlawful. *See* 21 U.S.C. §§ 331(a), 351(a)(2)(B).

156. Defendants' deceptive and unfair practices were a direct and proximate cause of Plaintiff's and Class Members' damages.

157. Plaintiff's and the Class Members' damages include, but are not limited to, all payments made for the Valsartan Drugs.

158. Defendants benefited from their deceptive and unfair practices by unlawfully receiving payment for adulterated, contaminated Valsartan Drugs, which could not lawfully be distributed or sold in the U.S.

159. Under FDUTPA, Plaintiff is entitled to recover twice its actual damages, together with its attorneys' fees and costs. §§ 501.2105, 501.211, Fla Stat.

160. Non-Florida Class Members have a right to recover their damages for Defendants' unlawful conduct under the Unfair and Deceptive Acts and Practices ("UDAP")

statutes applicable to the claims of non-Florida Class Members.

COUNT VI
Unjust Enrichment
(Against all defendants)

161. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

162. Plaintiff's assignors and Class Members conferred a benefit on defendants by promptly paying for the Valsartan Drugs they purchased.

163. At all material times, the defendants were aware of the benefit conferred by Plaintiff's assignors and the Class Members.

164. Defendants knowingly and voluntarily accepted payments from Plaintiff's assignors and the Class Members for adulterated, contaminated Valsartan Drugs, which the Valsartan Defendants fraudulently represented as therapeutically equivalent and bioequivalent to Diovan, but did not comply with GMPs, could not lawfully be sold, and were adulterated or contaminated.

165. It would be unjust and inequitable for the Valsartan Defendants to retain the monies that Plaintiff's assignors and the Class Members paid for the worthless Valsartan Drugs.

166. Principles of law and equity require that the Valsartan Defendants disgorge the monies paid for the worthless Valsartan Drugs by Plaintiff's assignors and Class Members, and make restitution of those amounts to Plaintiff and Class Members.

COUNT VII
Disgorgement and Restitution of the Proceeds of Illegal Contracts
(Against the Valsartan Defendants)

167. Plaintiff incorporates by reference paragraphs 1 to 98 of this Complaint.

168. The Valsartan Defendants sold the Valsartan Drugs to Plaintiff's assignors and Class Members.

169. The Valsartan Drugs could not lawfully be sold, because they were not manufactured in compliance with cGMPs, and were adulterated or contaminated.

170. The Valsartan Defendants knew or had reason to know that the Valsartan Drugs could not lawfully be sold, because those drugs were not manufactured in compliance with cGMPs, and were adulterated or contaminated.

171. Every purchase agreement by which Plaintiff's assignors and the Class Members purchased and paid for the Valsartan Drugs was an illegal contract.

172. Plaintiff's assignors and the Class Members were unaware that the Valsartan Drugs could not lawfully be sold.

173. Because Plaintiff's assignors and the Class Members were innocent of the unlawful conduct that resulted in their paying for the Valsartan Drugs pursuant to illegal contracts, they have the right to recover the monies they paid to the wrongdoing Valsartan Defendants, and those defendants are required to disgorge those monies and make restitution in accordance with principles of equity and substantial justice.

JURY TRIAL DEMAND

174. Plaintiff demands a trial by jury on all of the issues raised in this complaint.

PRAYER FOR RELIEF

175. WHEREFORE, Plaintiff, individually and on behalf of the Class Members; pray for the following relief:

a. a finding that this action satisfies the prerequisites for maintenance of a class action under Federal Rule of Civil Procedure 23(a) and (b)(3), and certify the Class;

b. designation of Plaintiff as representative for the Class and Plaintiff's undersigned counsel as Class Counsel for the Class; and

c. a judgment against defendants that:

i. grants Plaintiff and the Class Members treble damages for those moneys the Class is entitled to under 18 U.S.C. § 1964(c);

ii. grants Plaintiff and the Class Members damages for those moneys the Class is entitled to under their direct right of recovery for breach of express and implied warranties, common law fraud, violations of FDUTPA, unjust enrichment, and restitution, and

iii. grants Plaintiff and the Class Members such other and further relief as the Court deems just and proper under the circumstances.

Dated: December 14, 2018.

RIVERO MESTRE LLP

Counsel for Plaintiff and the Class
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CERTIFICATE OF SERVICE

I certify that on December 14, 2018, I electronically filed this document with the Clerk of the Court using CM/ECF. I also certify that this document is being served today on all counsel of record either by transmission of Notices of Electronic Filing generated by CM/ECF or by U.S. Mail.

/s/ Andrés Rivero
ANDRÉS RIVERO

COMPOSITE EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT, given and effective March 20, 2018, the Effective Date, by the **Assignor, Group Health Incorporated,** a New York corporation and Medicare Advantage Organization in favor of the **Assignees, Series 16-08-483, a designated series of MSP Recovery Claims, Series LLC,** a Delaware series limited liability company and its affiliated entity **MSP Recovery, LLC**, a Florida limited liability company (collectively the "Assignee")

WHEREAS, Assignor is a Health Maintenance Organization, and Preferred Provider Organization, and/or other health insurance provider, and is duly authorized by state or federal law, or other administrative or licensing agencies (by and through contract ID numbers H5528 and S5966, entered into with the Centers for Medicare and Medicaid Services [CMS], including all exhibits, attachments, addenda and amendments thereto, which contract(s) is/are in full force and effect) to engage in health insurance business, which includes issuing health insurance plans that provide payment for certain covered medical and health care services and/or supplies including medications, treatment or other procedures ("**Health Care Services**") rendered to persons enrolled in Medicare and Medicare Advantage programs (jointly referred to herein as "**Medicare**"); and

WHEREAS, Assignor has certain legal and equitable rights to seek reimbursement and/or recover payments from primary payers and any other party or entity that may be responsible to Assignor directly or through rights conferred on the Assignor pursuant to state and/or federal law pertaining to beneficiaries, for Health Care Services provided to Assignor's Medicare (as defined above) enrollees arising under state and/or federal laws, including common law subrogation theories, that provide for the reimbursement of payments made by the Assignor for such Medicare services, whether under Parts A, B and D of the Medicare Act, including pursuant to a Medicare Advantage Plan, including the right to recover claims for Medicare Health Care Services that are billed on a fee for service basis and all outstanding liens, potential liens, lien rights and subrogation recovery rights, legal or equitable, in favor of Assignor, including in any litigation, such as but not limited to mass tort actions, class actions and multi-district litigation for which a primary payer has demonstrated responsibility, all of the forgoing defined as the "**Medicare Recovery Claims;**" and

WHEREAS, Assignee has expertise in analyzing Medicare claims, identifying primary payers and recovering costs or claims for Medicare Health Care Services paid by or on behalf of Assignor for which Assignor was not or should not have been the primary payer; and

WHEREAS, Assignor confirms its assignment and intent to assign to Assignee as of the Effective Date all right, title, interest in and ownership of Medicare Recovery Claims [excluding Medicare Recovery Claims that can be asserted against Assignor's members, enrollees and/or contracted providers, and excluding Medicare Recovery Claims that, as of the Effective Date, have been assigned to and/or are being pursued by other recovery vendors, such excluded claims referred to as the "Assignor Retained Claims"] related to Medicare Health Care Services that were rendered and paid for by Assignor during the six (6) year period beginning September 29, 2011 and ending September 29, 2017 (hereinafter, such Medicare Recovery Claims shall be referred to as the "**Assigned Medicare Recovery Claims**").

NOW THEREFORE, in consideration of the execution and delivery of this Assignment and the mutual promises between Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, sets over and delivers to Assignee, and any of its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to all Assigned Medicare Recovery Claims, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may have had, or has asserted against any party in connection with the Assigned Medicare Recovery Claims and all rights and claims against primary payers and/or, subject to the definition of Assigned Medicare Recovery Claims, third parties that may be liable to Assignor arising from or relating to the Assigned Medicare Recovery Claims, including claims under consumer protection statutes and laws, and all information relating thereto, as may be applicable. This Assignment includes all of Assignor's right, title and interest in and to the Assignor's any legal or equitable actions, rights, causes of action or lawsuits of any nature whatsoever, arising out of or in connection with the Assigned Medicare Recovery Claims. As stated herein, excluded from the Assigned Medicare Recovery Claims are claims that Assignor may have against its members, enrollees, and/or contracted providers, regardless of the nature of the claims, or claims that are currently being pursued by other vendors pursuant to a contract with Assignor, i.e., the Assignor Retained Claims.

The transfer, grant, right, or assignment of any and all of Assignor's right, title, ownership, interest and entitlements in and to the Assigned Medicare Recovery Claims shall remain the confidential and exclusive property of Assignee or its assigns. This assignment is irrevocable and absolute.

IN WITNESS WHEREOF, this Assignment is executed on the date set forth below and Assignor confirms that it is to be deemed effective, nunc pro tunc, on March 20, 2018.

Group Health Incorporated

Sign: _____

Print: Michael Palmateer

Title: Chief Administrative Officer

Date: 7/27/18

ASSIGNMENT

THIS ASSIGNMENT, given and effective March 20, 2018, the Effective Date, by the **Assignor, Health Insurance Plan of Greater New York,** a New York corporation and Medicare Advantage Organization in favor of the **Assignees, Series 16-08-483, a designated series of MSP Recovery Claims, Series LLC,** a Delaware series limited liability company and its affiliated entity **MSP Recovery, LLC**, a Florida limited liability company (collectively the "Assignee")

WHEREAS, Assignor is a Health Maintenance Organization, and Preferred Provider Organization, and/or other health insurance provider, and is duly authorized by state or federal law, or other administrative or licensing agencies (by and through contract ID numbers H3330 and H3314, entered into with the Centers for Medicare and Medicaid Services [CMS], including all exhibits, attachments, addenda and amendments thereto, which contract(s) is/are in full force and effect) to engage in health insurance business, which includes issuing health insurance plans that provide payment for certain covered medical and health care services and/or supplies including medications, treatment or other procedures ("**Health Care Services**") rendered to persons enrolled in Medicare and Medicare Advantage programs (jointly referred to herein as "**Medicare**"); and

WHEREAS, Assignor has certain legal and equitable rights to seek reimbursement and/or recover payments from primary payers and any other party or entity that may be responsible to Assignor directly or through rights conferred on the Assignor pursuant to state and/or federal law pertaining to beneficiaries, for Health Care Services provided to Assignor's Medicare (as defined above) enrollees arising under state and/or federal laws, including common law subrogation theories, that provide for the reimbursement of payments made by the Assignor for such Medicare services, whether under Parts A, B and D of the Medicare Act, including pursuant to a Medicare Advantage Plan, including the right to recover claims for Medicare Health Care Services that are billed on a fee for service basis and all outstanding liens, potential liens, lien rights and subrogation recovery rights, legal or equitable, in favor of Assignor, including in any litigation, such as but not limited to mass tort actions, class actions and multi-district litigation for which a primary payer has demonstrated responsibility, all of the forgoing defined as the "**Medicare Recovery Claims;**" and

WHEREAS, Assignee has expertise in analyzing Medicare claims, identifying primary payers and recovering costs or claims for Medicare Health Care Services paid by or on behalf of Assignor for which Assignor was not or should not have been the primary payer; and

WHEREAS, Assignor confirms its assignment and intent to assign to Assignee as of the Effective Date all right, title, interest in and ownership of Medicare Recovery Claims [excluding Medicare Recovery Claims that can be asserted against Assignor's members, enrollees and/or contracted providers, and excluding Medicare Recovery Claims that, as of the Effective Date, have been assigned to and/or are being pursued by other recovery vendors, such excluded claims referred to as the "Assignor Retained Claims"] related to Medicare Health Care Services that were rendered and paid for by Assignor during the six (6) year period beginning September 29,

2011 and ending September 29, 2017 (hereinafter, such Medicare Recovery Claims shall be referred to as the "**Assigned Medicare Recovery Claims**").

NOW THEREFORE, in consideration of the execution and delivery of this Assignment and the mutual promises between Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, sets over and delivers to Assignee, and any of its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to all Assigned Medicare Recovery Claims, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may have had, or has asserted against any party in connection with the Assigned Medicare Recovery Claims and all rights and claims against primary payers and/or, subject to the definition of Assigned Medicare Recovery Claims, third parties that may be liable to Assignor arising from or relating to the Assigned Medicare Recovery Claims, including claims under consumer protection statutes and laws, and all information relating thereto, as may be applicable. This Assignment includes all of Assignor's right, title and interest in and to the Assignor's any legal or equitable actions, rights, causes of action or lawsuits of any nature whatsoever, arising out of or in connection with the Assigned Medicare Recovery Claims. As stated herein, excluded from the Assigned Medicare Recovery Claims are claims that Assignor may have against its members, enrollees, and/or contracted providers, regardless of the nature of the claims, or claims that are currently being pursued by other vendors pursuant to a contract with Assignor, i.e., the Assignor Retained Claims.

The transfer, grant, right, or assignment of any and all of Assignor's right, title, ownership, interest and entitlements in and to the Assigned Medicare Recovery Claims shall remain the confidential and exclusive property of Assignee or its assigns. This assignment is irrevocable and absolute.

IN WITNESS WHEREOF, this Assignment is executed on the date set forth below and Assignor confirms that it is to be deemed effective, nunc pro tunc, March 20, 2018.

Health Insurance Plan of Greater New York

Sign: _____

Print: Michael Palmateer

Title: Chief Administrative Officer

Date: 7/27/18

EXHIBIT

B

RECOVERY AGREEMENT

THIS RECOVERY AGREEMENT ("**Agreement**") is made this 12th day of May, 2017, ("**Effective Date**") by and between **SummaCare, Inc.**, an Ohio Corporation ("**Client**") and **MSP Recovery, LLC**, a Florida Limited Liability Company and/or its assigns ("**MSP Recovery**").

WHEREAS, Client is a Health Maintenance Organization, Maintenance Service Organization, Independent Practice Association, Medical Center, and/or other health care organization and/or provider and is duly authorized by state or federal law, and/or other administrative or licensing agencies to provide or arrange for the provision of medical and health care services and/or supplies including medications, treatment or other procedures ("health care services") to persons, including but not limited to those who are covered under government healthcare programs such as Medicare, Medicare Advantage or Medicaid; and

WHEREAS, Client has certain legal rights to recover payments for the provision of health care services arising from contractual agreements, such as participation and network agreements with applicable capitation and risk sharing arrangements, and state and federal laws that provide for the reimbursement of conditional payments made by the Client, including the right to recover claims for health care services that are billed on a fee for service basis (the "**General Claims**"); and

WHEREAS, MSP Recovery has expertise in analyzing claims, identifying primary payers and recovering costs or claims for health care services paid by or on behalf of Client for which Client was not or should not have been the primary payer (the amounts of such payments by Client being the "**Client Paid Amount**"); and

WHEREAS, MSP Recovery is in the business of identifying and analyzing Parts A, B and D of Client's Medicare, Medicare Advantage and/or Medicaid claims (the "**Medicare/Medicaid Claims**, and together with the General Claims, the "**Claims**") and pursuing the recovery of Claims; and

WHEREAS, Client wishes to assign to MSP Recovery all right, title, interest in and ownership of the Claims, including all underlying documents relating to the Claims.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

ARTICLE I

1.1 Recovery of the Claims.

In order for MSP Recovery to provide its analysis, identification and claims recovery services (the "**Services**") and pursue recovery of the Assigned Claims (as hereinafter defined), Client shall provide MSP Recovery with historical claims data as well as the most updated claims data that Client's current systems can provide, as of the date hereof. Client shall provide ongoing data transfers at intervals of no less than 30 days. The transfer and delivery of Client's claims data shall be in compliance with HIPAA and shall be *via* a secure file transfer protocol site in accordance with Client's data security requirements. It is the intent of the Parties that such data will be analyzed using MSP Recovery's platform, which will allow MSP Recovery to identify claims that should be paid by a primary payer, including those that should have been paid within the "clean claims time period" as required by state and/or federal laws as it pertains to the processing of claims by a Medicare Advantage Organization and/or under any of the requirements of any state agency that governs any Medicaid beneficiary payment requirements for medical services and/or supplies.

Upon receipt of Client's claims data, MSP Recovery shall conduct a review and analysis of the data and use its best efforts to identify the Assigned Claims for which Client has a legal right of recovery and reimbursement. In accordance with Article I, all claims that have been or can be identified by MSP Recovery as being recoverable pursuant to any contractual, statutory, equitable or legal basis, whether state or federal (including the Medicare Secondary Payer Act) and whether arising as a Part A, B or D claim(s) shall be deemed Assigned Claims. As part of its services and recovery efforts, MSP Recovery will determine the available primary insurance coverage and/or other responsible parties for secured[1] and unsecured[2] claims and pursue those claims against the appropriate parties.

MSP Recovery shall initiate and pursue the recovery of the Assigned Claims and, for each potentially recoverable Assigned Claim, MSP Recovery shall use commercially reasonable efforts to recover the value of such Assigned Claim. MSP Recovery shall pursue the recovery and reimbursement of the Assigned Claims in its own name or in the name of an affiliated entity. Accordingly, MSP Recovery may assign this Agreement to any affiliated entity. MSP Recovery may, in its discretion, contract with law firms and attorneys, experts, investigators and/or claims specialists to assist it in pursuing recoveries. MSP Recovery will use its best efforts in pursuing recovery for the Assigned Claims and makes no express or implied promises regarding the existence or amounts of potential recoveries, given that the results of its analysis are case-specific and will vary. Client acknowledges that no guarantees or promises have been made regarding the amount or results of potential recoveries.

MSP Recovery's services focus on the analysis, identification and recovery of conditional payments that have already been made by the Client. MSP Recovery does not perform or provide any of the following services: claims related or enrollee/member-facing functions; healthcare services; administrative services; the processing of claims for health care services; connecting potential beneficiaries to health plans; providing customer service to beneficiaries, enrollees or members; sales or marketing services; utilization management; member application, enrollment or membership functions; claims administration, processing or coverage functions; credentialing; provider network management. MSP Recovery's services do not negatively impact enrollees or Medicare Advantage members or otherwise put them at any financial risk. Accordingly, MSP Recovery is neither a first tier nor downstream entity and/or provider. Client has taken all steps to ensure that this contract is acceptable to CMS and is in full compliance with CMS (as hereinafter defined) contracting requirements and guidelines.

ARTICLE II

2.1. Compensation of MSP Recovery.

In full consideration of providing the services to Client, Client shall assign the Assigned Claims to MSP Recovery or its affiliates as provided for in Article IV. Client will have no other obligation to compensate MSP Recovery for any costs incurred by MSP Recovery in undertaking the services hereunder or in relation to recovery of any Assigned Claims. As between the parties, all costs and expenses for the services and pursuit of the Assigned Claims shall be for the account of MSP Recovery. Client shall have no liability to MSP Recovery for the value of any Assigned Claim or the failure of MSP Recovery to recover

[1] A secured claim is one in which a payment is required pursuant to an insurance agreement whereby either the terms of the policy and/or by statutory requirement, the insurer is required to pay for medical services before any other available sources of payment.

[2] An unsecured claim is one whereby there is either no contractual obligation to be a Primary Payer or where the Primary Payer has paid the limits of its contractual obligation.

on any Assigned Claim, and MSP Recovery shall have no liability to Client for the value of any Assigned Claim or the failure of MSP Recovery to recover on any Assigned Claim.

2.2 Client's Contingent Payment.

MSP will pay to Client, out of the proceeds of any recovery made on the Claims, a contingent deferred purchase price as consideration for the Assigned Claims as follows:

Client will receive 50% of the Net Proceeds of any Assigned Claims.

1. Example:
   - MSP Recovery recovers $12,000 and incurs $500 in costs.
   - Net Proceeds are $11,500
   - Client receives 50% of $11,500 = $5,750
   - MSP Recovery receives 50% of $11,500 = $5,750

For purposes of this Agreement, "**Net Proceeds**" of any Assigned Claim is defined as the gross proceeds recovered in respect of such Assigned Claim, minus any Costs (as hereinafter defined) (whether in litigation or otherwise) that is directly traceable to such Assigned Claim(s) for which recovery was made. Attorneys' fees are not included in the Net Proceeds definition and any attorneys' fees that are recovered pursuant to a fee shifting statute by settlement or otherwise shall not affect the computation of the Net Proceeds amount. To the extent that any attorneys' fees are awarded pursuant to a multi-district litigation and/or a class action or any other mass tort or litigation procedure wherein a court awards attorneys' fees from the total settlement award and/or the defendant agrees to a negotiated fee award, such attorneys' fees shall not affect the computation of the Net Proceeds amount. For purposes of this Agreement, "proceeds of any recovery" shall also include the sale by Client of all or a portion of its 50% recovery rights in one lump sum or in divisible amounts.

The breakdown and percentages described above shall also apply irrespective of payment under any Medicaid, commercial insurance, and medical plans. Any health plan(s) of the Client are encompassed within the Agreement.

2.3 Costs.

All costs incurred by MSP Recovery in pursuing the Assigned Claims ("**Costs**") shall be deducted from gross proceeds in determining Net Proceeds. "Costs" include, but are not limited to filing fees, witness fees, consultant fees, deposition fees, court reporter fees, photocopy charges, and expenses reasonably related and necessary for the investigation, pursuit and recovery of the Assigned Claims. MSP Recovery shall pay all Costs upfront for each Assigned Claim, however, in the event of a settlement and/or recovery of a judgment amount, MSP Recovery shall seek court approval to recover said Costs from third parties. To the extent that costs are recovered from a third party, such recovered Costs shall not be deducted in determining Net Proceeds with respect to such Assigned Claim.

ARTICLE III

3.1. Recoveries; Settlements.

Any and all amounts recovered by MSP Recovery in connection with the Assigned Claims will be reported to Client on a monthly basis *via* automatic electronic reports. Client shall designate an electronic email address to obtain such information. All payments received by MSP Recovery shall be segregated into a segregated lockbox account entitled MSP Recovery - _____". Client shall receive payments

by the 10th of each month for the prior month's activity of all cleared funds, minus any costs incurred for any claims and/or expenses during the prior month.

3.2. Closing Statement.

Upon a recovery and the conclusion of a particular representation with regard to an Assigned Claim, MSP Recovery shall provide Client a closing statement reflecting an itemization of all costs and expenses, together with the total amount of recovery. MSP Recovery shall retain a copy of this Agreement and any closing statements for six (6) years after execution of the closing statement. During such period, Client may inspect these documents at reasonable times and upon reasonable notice.

ARTICLE IV

4.1 Assignment of Claims.

Client hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to Client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims", excluding those claims previously identified by other vendors currently under contract with Client. The transfer, grant, right, or assignment of any and all of Client's right, title, ownership, interest and entitlements in and to the Assigned Claims shall remain the confidential and exclusive property of MSP Recovery or its assigns. This assignment is irrevocable and absolute.

4.2 Continuing Assignment.

Client acknowledges that Claims that arise after the Effective Date of this Agreement ("Prospective Claims") shall also be assigned to MSP Recovery as the Client's data is transferred to MSP Recovery for Claims' analysis and to pursue possible recovery on the Assigned Claims, excluding those claims previously identified by other vendors currently under contract with Client. In order to convey to MSP Recovery the assignment of the Prospective Claims, Client shall execute the addendum in the form attached as Exhibit A to this Agreement (the "**Assignment Addendum**").

ARTICLE V

5.1. Proprietary Information.

Recognizing the parties' proprietary interests in their respective business operations, MSP Recovery and Client each acknowledge the confidential nature of their relationship, and any information or data relating to the business operations, systems, components, customers, prices, methods, plans, programs or results exchanged by the parties shall remain confidential and collectively be referred to as "**Trade Secrets**". The parties shall not disclose any information, including protected health information, pertaining to Client's members, patients, and/or methods of recovery, and Trade Secrets.

ARTICLE VI

6.1. Representations, Warranties, and Covenants.

(a) General Warranties of Both Parties. Each party's execution, delivery and performance of this Agreement has been duly authorized by all appropriate corporate action and this Agreement constitutes a valid, binding and enforceable obligation as to each party.

(b) Client's Representations, Warranties, and Covenants.

i. Neither the execution, delivery, nor performance of this Agreement will conflict with or violate any other agreement, license, contract, instrument or other commitment or arrangement to which Client is bound.

ii. Client has all right, title, interest in and ownership of the Claims being assigned subject to this Agreement, free and clear of all liens and encumbrances.

iii. Client will cooperate with MSP Recovery and deliver to MSP Recovery all information relating to the Assigned Claims, including all Assigned Documents, to enable MSP Recovery to perform the Services and recover the Assigned Claims.

ARTICLE VII

7.1. Successors and Assigns.

This Agreement shall be binding upon the successors, legal representatives or assigns of the parties hereto.

7.2. Indemnification.

Client shall indemnify MSP Recovery in connection with any recoveries that may be owed and/or are claimed by any of Client's first tier and/or downstream providers. This includes, but is not limited to, Maintenance Service Organizations, Independent Physicians Associations and/or any other entity. However, this does not include any claims previously identified by other vendors currently under agreement with Client

7.3. Governing Law and Venue.

The interpretation, construction and enforcement of this Agreement shall be in accordance with the laws of the State of Ohio, without regard to any conflict of laws principles that would apply any laws other than those of the State of Ohio and any action, whether in law or in equity must be commenced and maintained in federal or state court within Summit County, Ohio.

7.4. Severability.

Should any term(s) of this Agreement be deemed unenforceable, all other terms shall survive and remain in full force and effect. This includes any and all financial terms, rulings and/or other findings of the Centers for Medicare and Medicaid Services ("CMS"), Agency for Health Care Administration, or of a court of competent jurisdiction.

7.5. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties. The parties agree that this Agreement has been drafted by both parties and shall not be construed against or in favor of one party or the other.

7.6. Attorneys' Fees.

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and reasonable attorney's fees (both trial and appellate) incurred in connection therewith. The terms of this Section shall survive any termination of this Agreement.

7.7. Waiver.

A waiver by any party of any of the terms of this Agreement shall not be construed as a general waiver by the party and the party is free to reinstate any such term or condition, with or without notice to the other.

7.8 Notice.

All notice and other communications required or permitted hereunder or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed via certified mail, return receipt requested or sent via electronic delivery as follows:

If to: MSP Recovery
5000 SW 75 Ave, Suite 400
Miami, FL 33155
Attn: Mr. Frank C. Quesada
Chief Legal Officer
Phone: 305-614-2222
Email:FQuesada@msprecovery.com

If to: Client
_____
_____
Attn: _____
Phone: _____
Email: _____

or to such other names and addresses as Company or Client shall designate by notice to the other Party hereto in the manner specified in this Section.

7.9 Amendment.

This Agreement may be amended, in whole or in part, at any time by mutual written agreement of the parties, subject to any regulatory approvals as may be required by law.

7.10 Assignment.

This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, in whole or in part, to any corporate successor or any corporation that is its sole corporate member, without the consent of the other party.

7.11 Term.

This Agreement shall be effective as of the Effective Date set forth herein and shall have an initial term of one (1) year, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement shall automatically renew for successive terms of one (1) year unless terminated as set forth below.

7.12 Termination With Cause.

In the event either party breaches this agreement, the non-breaching party may terminate this Agreement for cause upon thirty (30) days written notice to the breaching party. The breaching party shall have thirty (30) days to cure the breach. In the event the breach is not cured within the thirty (30) days, the termination shall be effective pursuant to the terms of this notice. Failure by MSP Recovery to make timely payments constitutes a breach of this Agreement.

7.13 Termination Without Cause.

Either party with sixty (60) days advance written notice to the other party, may terminate this Agreement without cause.

7.14 Disputes.

Any dispute which arises out of or relates to this Agreement or a breach of this Agreement shall be referred first to the Management Dispute Resolution Process. The "Management Dispute Resolution Process" shall mean the efforts by management and senior management of all parties involved in the dispute to appropriately research and investigate the facts and circumstances surrounding the dispute, and to resolve the dispute by good faith negotiation and cooperation among the parties.

In the event that (a) the Management Dispute Resolution Process does not resolve a dispute in the reasonable opinion of the parties involved, or (b) 60 days have passed since a dispute was referred to the Management Dispute Resolution Process, then the parties mutually agree to settle the dispute by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, in which the Arbitrator(s) may assess compensatory damages only, and in no event shall the arbitrator assess consequential or punitive damages. The compensation and expenses of the Arbitrator and any administrative fees or costs associated with the arbitration proceedings shall be borne equally by the parties. In addition, each party shall pay its own fees and expenses incurred in connection with any arbitration proceeding, including but not limited to attorneys' fees and expenses, expenses incurred preparing for arbitration, witness fees and expenses, copying expenses, and other similar fees and expenses. Arbitration shall take place in a reasonable location selected by the respondent.

7.15 Independent Contractor.

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with one another solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees or agents shall have authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement nor otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

7.16 Protected Health Information.

The Parties agree that Protected Health Information, as defined in 45 CFR 160.103, may be exchanged by the Parties and the Parties will comply with the Business Associate Agreement, set forth in **Exhibit B**, attached hereto and incorporated.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first written above.

SummaCare, Inc.

Sign: _____

Print: STEPHEN ADAMSON

Title: Chief Operating Officer

MSP Recovery, LLC

Sign: _____

Print: Jorge A Lopez

Title: Asst. Gen Counsel

EXHIBIT A

Assignment Addendum

FORM OF ASSIGNMENT ADDENDUM

This Assignment Addendum ("**Agreement**") is made this 12 day of May, 2017, ("**Effective Date**") by and between SummaCare, Inc, an Ohio Corporation ("**Client**") and **MSP Recovery, LLC**, a Florida Limited Liability Company and/or its assigns ("**MSP Recovery**").

WHEREAS, on May 12, 2017 (the "**Effective Date**") Client and MSP Recovery entered into the Recovery Agreement; and

WHEREAS, pursuant to the Recovery Agreement, Client has irrevocably assigned to MSP Recovery all right, title, interest, and ownership of the Assigned Claims; and

WHEREAS, Client wishes to assign to MSP Recovery all right, title, interest in and ownership of the Claims arising between the date hereof and the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

ARTICLE I

1.1 Assignment of Claims

Client hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to Client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "**Assigned Claims**". The transfer, grant, right, or assignment of any and all of Client's right, title, ownership, interest and entitlements in and to the Assigned Claims shall remain the confidential and exclusive property of MSP Recovery or its assigns. This assignment is irrevocable and absolute.

Client hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all documents relating to the Assigned Claims (the "**Assigned Documents**"). The Documents include, but are not limited to, those documents listed on Schedule A to the attached.

ARTICLE II

2.1 Successors and Assigns

This Addendum shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.

2.2 Incorporation of Recovery Agreement

All terms, representations, warranties and covenants in the Recovery Agreement are incorporated herein and are applicable to the parties to this Assignment Addendum.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first written above.

SummaCare, Inc.

Sign: _____

Print: STEPHEN BOATMAN

Title: Chief Operations Officer

MSP Recovery, LLC

Sign: _____

Print: Jorge A. Lopez

Title: Asst Gen Counsel

SCHEDULE A

1) Documentation of services rendered and any payments made for those services

2) Any documentation required to establish liability of third-party payer, including related medical records [3]

[3] Subject to HIPAA compliance regulations and confidentiality requirements

EXHIBIT B

Business Associate Agreement

This Business Associate Agreement, effective May 4, 2017 ("Effective Date"), is entered into by and between SummaCare, Inc. and Summa Insurance Company, Inc. (collectively "Health Plan" or "Covered Entity"), both located at 10 N. Main St., Akron, Ohio, 44308 and MSP Recovery, LLC ("Business Associate") located at 5000 SW 75 Ave, Suite 400, Miami, Florida 33155.

WHEREAS Health Plan is a Health Insurance Corporation and Insurer engaged in works with providers, patients and employers to provide a comprehensive community focused health plan;

WHEREAS in order to effectively carry out its operations, it is necessary for Health Plan to contract with entities who provide additional services;

WHEREAS Health Plan has engaged Business Associate to carry out such identified services, which includes the use and disclosure of Protected Health Information;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and in order to assure compliance with 45 C.F.R. Parts 160 and 164 on privacy and confidentiality and security, the parties agree as follows:

SECTION I. DUTIES OF BUSINESS ASSOCIATE

Business Associate shall use Protected Health Information for the purpose described below in Section II.

SECTION II. PROTECTED HEALTH INFORMATION

For purposes of this Agreement, "Protected Health Information," as defined at 45 C.F.R. §160.103, and as may be periodically revised or amended by the U.S. Department of Health and Human Services, the U.S. Congress or other federal agency, means information that is received from, or created or received on behalf of, Health Plan and is information about an individual which relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. Protected Health Information (PHI) also either identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. Protected Health Information pertains to both living and deceased individuals. Electronic Protected Health Information ("EPHI") means individually identifiable health information that is transmitted by or maintained in electronic media.

A. Business Associate's use and/or disclosure of PHI shall be limited to only those purposes below that are necessary to perform its obligations under this Agreement:
    1. Business Associate shall use PHI only for the following purposes: to identify potential recovery and reimbursement rights related to health care claims paid for by the Health Plan/Covered Entity for which a primary payer was responsible.
    2. Business Associate shall not disclose the Protected Health Information unless otherwise expressly approved by Health Plan.

B. Unless otherwise limited by this Agreement, Business Associate may also:
   1. Use the PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities.
   2. Disclose the PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities, if such disclosure is required by law or is addressed in this Agreement.

C. Business Associate may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by Health Plan.

D. Business Associate agrees to not use or further disclose Protected Health Information other than as authorized by this Agreement or as required by law.

E. Business Associate shall use appropriate safeguards to prevent uses or disclosures of Protected Health Information other than as provided for by this Agreement.

F. Business Associate shall comply with the Security Provisions of 45 CFR §§164.308, 164.310, 164.312 and 164.316 in the same manner as these regulations apply to Health Plan or Covered Entities.

G. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Health Plan.

H. If Business Associate becomes aware of any use or disclosure of Protected Health Information not provided for by this Agreement, it shall report such use or disclosure to Health Plan within three business days of gaining such knowledge.

I. Business Associate shall report to Health Plan any security incident within three business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

J. Business Associate shall require that its agents, including subcontractors, to whom it provides Protected Health Information under this Agreement, agree to the same restrictions and conditions that apply to Business Associates with respect to such information.

K. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of such EPHI.

L. Within fifteen business days of a request by Health Plan, Business Associate agrees to comply with Health Plan's request to accommodate an individual's access to his/her Protected Health Information. In the event an individual contacts Business Associate directly about access to Protected Health Information, Business Associate will not provide access to the individual but shall forward such request to Health Plan within three business days of such contact.

M. Within fifteen business days of a request by Health Plan, Business Associate agrees to comply with Health Plan's request to make amendments to Protected Health Information. Business Associate shall promptly incorporate any such amendments into the Protected Health Information. In the event an individual contacts Business Associate directly about making amendments to Protected Health Information, Business Associate will not make any amendments to the individual's Protected Health Information but shall forward such request to Health Plan within three business days of such contact.

N. Business Associate shall keep a record of disclosures of Protected Health Information and agrees to make information regarding disclosures of Protected Health Information available to Health Plan within fifteen days of a request by Health Plan. Business Associate shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose protected health information was disclosed.

O. Business Associate agrees to comply with any other restrictions on the use or disclosure of Protected Health Information that Health Plan may from time to time request.

P. Business Associate shall make its internal practices, books and records relating to uses and disclosures of Protected Health Information available to Health Plan, or to the Secretary of the U.S. Department of Health and Human Services or designee, for purposes of determining Health Plan and Business Associate compliance with 45 C.F.R. Parts 160 and 164.

Q. Upon the termination of this Agreement, Business Associate shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible as approved by Health Plan, Business Associate agrees that the provisions of this Agreement are extended beyond termination to the Protected Health Information, and Business Associate shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

SECTION III. HITECH

A. Business Associate will implement administrative, physical and technical safeguards consistent with 45 CFR §§164.308, 164.310 and 164.312 to protect the confidentiality, integrity and availability of the EPHI that it receives, creates, transmits or maintains on behalf of Health Plan in the same manner as these regulations apply to Health Plan.

Business Associate will adopt, maintain and update written policies and procedures consistent with requirements of 45 CFR §164.316 with respect to its administrative, physical and technical safeguards.

B. Business Associate may use and disclose PHI only if such use or disclosure is in compliance with each applicable requirement of 45 CFR §164.504(e) and this Agreement. The additional requirements of Subtitle D of the American Recovery and Reinvestment Act of 2009 (ARRA) (ARRA §§13400-13424) that relate to privacy and that are made applicable with respect to covered entities are also applicable to Business Associate and are hereby incorporated into this Agreement.

C. Business Associate will refrain from marketing practices prohibited by Section 13406 of HITECH.

D. Effective as of the effective date of regulations promulgated by the Department of Health and Human Services under Section 13405(d) of HITECH, Business Associate will not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of HITECH.

E. Business Associate will:

- have in place policies and procedures that are designed to detect the inappropriate acquisition, access, use or disclosure of PHI. Business Associate's workforce and its agents have received the training on such policies and procedures that Business Associate deems appropriate.

- notify the Covered Entity as soon as practicable and (except in the event of a law enforcement delay as provided in 45 CFR §164.412) in no case later than 10 business days after the discovery of an acquisition, access, use or disclosure in a manner not permitted by the HIPAA privacy regulations of PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses on behalf of the Covered Entity.

At the time of such notice or as soon as reasonably possible thereafter (and in no case later than 30 calendar days), Business Associate will provide the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, acquired, accessed, used or disclosed during such breach.

- assist the Covered Entity in assessing whether the impermissible acquisition, access, use or disclosure of PHI poses a significant risk of financial, reputational or other harm to the individuals whose information is involved.

- will provide notification at its own expense in a form acceptable to the Covered Entity without unreasonable delay and in compliance with applicable law if the Covered Entity determines that individuals whose data is affected by the impermissible acquisition, access, use or disclosure of PHI must be notified pursuant to 45 CFR Part 164 Subpart D.

F. Business Associate shall determine the amount minimally necessary consistent with the requirements in Section 13405(b) of HITECH, or as otherwise specified in regulations promulgated by the Secretary of the Department of Health and Human Services.

SECTION IV. TERM AND TERMINATION

This Agreement shall terminate upon the completion of the underlying Agreement or if Covered Entity or knows of a pattern of activity or practice of the Business Associate that constitutes a material violation of the Business Associate's obligations under 45 CFR Part 164 Subpart E. Covered Entity will notify the Business Associate and provide a reasonable period for the Business Associate to cure or end the violation. If the Business Associate does not cure or end the violation within ten days of notice, Covered Entity will, if feasible, terminate its service agreement with the Business Associate. If termination of the service agreement is not feasible, Health Plan shall report the violation to the Department of Health and Human Services.

SECTION V. INDEMNIFICATION

Business Associate agrees to indemnify, defend and hold Health Plan and its officers, directors, and employees harmless from any alleged claim or penalty against Health Plan or its officers, directors or employees arising from any allegation of uses and/or disclosures of PHI or EPHI in violation of 45 C.F.R. Parts 160 and 164 arising from an alleged use or disclosure of PHI or EPHI by Business Associate or its agents or subcontractors, including any penalties attributed to the failure of Business Associate to notify Health Plan within the timeframes set forth in section III above.

SECTION VI. BOOKS AND RECORDS

To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this Agreement, until the expiration of six (6) years after the furnishing of service pursuant to this Agreement, Business Associate agrees to make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or to any of their duly authorized representatives, this Agreement. and books, documents and records of the Business Associate that are necessary to certify the extent of any costs of Health Plan arising from this Agreement. Further, if Business Associate carries out any of its duties arising from this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing

of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature or extent of such costs.

SECTION VII. AMENDMENT

A. To the extent that any provision of this Agreement is in conflict with any law, regulation, rule, or administrative policy of any governmental entity, this Agreement will have been deemed to have been amended in order to bring it into conformity with these provisions.
B. Except as stated in paragraph A of this Section, this Agreement may be amended only in a written agreement signed by both parties.

SECTION VIII. GOVERNING LAW

This Agreement will be executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

SECTION IX. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

SECTION X. WAIVER OF BREACH

The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provision hereof. No waiver shall be effective against any party hereto unless in a writing signed by that party.

SECTION XI. NOTICES

All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address:

If to Health Plan:

SummaCare, Inc.
10 N. Main St.
Akron, OH 44308
ATTN: President
CC: Privacy Officer

If to Business Associate:

Name:	MSP Recovery, LLC
Address:	5000 SW 75 Avenue, Suite 400
City:	Miami
State:	Florida
Zip:	33155
ATTN:	Mr. Frank C. Quesada, Chief Legal Officer

SECTION XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.

SECTION XIII. SURVIVAL

The responsibilities of Business Associate under the provisions of Section IV of this Agreement shall survive termination of this Agreement indefinitely.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

SummaCare, Inc.	**MSP Recovery, LLC** **Business Associate**
Signature	*Signature*
Stephen Adamson	Jorge A. Lopez
Printed Name	*Printed Name*
Chief Operations Officer	Asst Gen. Counsel
Title	*Title*
5/16/2017	5/12/2017
Date	*Date*

EXHIBIT C

ASSIGNMENT

Relevant defined terms for the assignment ("Assignment") herein is as follows:

Assignor: **MSP RECOVERY, LLC**
Assignee: **Series 16-11-509 LLC, a series of MSP Recovery Claims, Series LLC.**

KNOW ALL MEN BY THESE PRESENTS, that each undersigned Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, irrevocably assigns, sells, transfers, conveys, sets over and delivers to Assignee and its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to the "Assigned Claims", "Claims", Assigned Assets" and "Assigned Documents" (and all proceeds and products thereof) as such terms are defined in the **Recovery Agreement** dated **May 12, 2017**, by and among **SummaCare, Inc.**, an Ohio corporation **(the "Client")**, and **MSP Recovery, LLC**, a Florida limited liability company **(the "Agreement")**; irrespective of when the claims were vested in Client, inclusive of any and all claim(s), causes of actions, proceeds, products and distributions of any kind, and proceeds of proceeds, in respect thereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may have had, or has asserted against any party pursuant to the Agreement, including claims under consumer protection statutes and laws, any and all rights and claims against primary payers and/or third parties that may be liable to Client arising from or relating to the Claims and all information relating thereto. The transfer, grant, right, or assignment of any and all of Client's right, title, ownership, interest and entitlements in and to the Agreement shall remain the confidential and exclusive property of Assignee or its assigns. The intent of the parties is to transfer any and all rights title and interest that MSP Recovery LLC obtained as an assignee from the assignor.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of law.

Dated this **June 12, 2017**

INTENTIONALLY LEFT BLANK

Assignors

By: **MSP Recovery, LLC**

By: Jocral Family Limited Liability Partnership, its Manager

By: Mayra C. Ruiz, Trustee, her successor(s) as trustee(s) of the Mayra C. Ruiz Revocable Living Trust, and John H. Ruiz, Trustee, his successor(s) as trustee(s) of the John H. Ruiz Revocable Living Trust, its General partners

DocuSigned by:
Mayra Ruiz
0B7E7B99C492442...
Mayra C. Ruiz

DocuSigned by:
John H Ruiz
0F8A985FD65A47D...
John H. Ruiz

Assignee

Series 16-11-509 LLC.,
a series of MSP Recovery Claims, Series LLC.

By: **Series MRCS, LLC.,** its Manager

DocuSigned by:
John H Ruiz
0F8A985FD65A47D...
John H. Ruiz, Manager

EXHIBIT D

SummaCare

SummaCare
1200 E Market St, Suite 400
Akron, OH 44305-4018
summacare.com

September 5, 2018

MSP Recovery, LLC
5000 SW 75 Ave, Suite 400
Miami, FL 33155

Re: Recovery Agreement

This letter is in reference to that certain Recovery Agreement dated May 12, 2017 by and between SummaCare, Inc. and MSP Recovery, LLC. (the "Recovery Agreement"). This will confirm, pursuant to the Recovery Agreement, that Summacare, Inc. has consented to, approved and ratified the assignment of the Recovery Agreement executed on June 12, 2017 by MSP Recovery, LLC, and all rights contained therein, including all claims and reimbursement rights, to and in favor of MSP Recovery Claims Series, LLC or any of its designated series, including but not limited to, Series 16-11-509.

Summacare, Inc.,
an Ohio corporation

Signature

Stephen Adamsan
Print Name

Chief Operations Officer
Title

9/7/2018
Date

EXHIBIT

E

ASSIGNMENT

THIS ASSIGNMENT, given and effective March 20, 2018, the Effective Date, by the **Assignor, Connecticare, Inc.,** a Connecticut corporation and Medicare Advantage Organization, in favor of the **Assignees, Series 15-09-157, a designated series of MSP Recovery Claims, Series LLC,** a Delaware series limited liability company and its affiliated entity **MSP Recovery, LLC**, a Florida limited liability company (collectively the "Assignee")

WHEREAS**,** Assignor is a Health Maintenance Organization, and Preferred Provider Organization, and/or other health insurance provider, and is duly authorized by state or federal law, or other administrative or licensing agencies (by and through contract ID number H3528, entered into with the Centers for Medicare and Medicaid Services [CMS], including all exhibits, attachments, addenda and amendments thereto, which contract(s) is/are in full force and effect) to engage in health insurance business, which includes issuing health insurance plans that provide payment for certain covered medical and health care services and/or supplies including medications, treatment or other procedures ("**Health Care Services**") rendered to persons enrolled in Medicare and Medicare Advantage programs (jointly referred to herein as "**Medicare**"); and

WHEREAS**,** Assignor has certain legal and equitable rights to seek reimbursement and/or recover payments from primary payers and any other party or entity that may be responsible to Assignor directly or through rights conferred on the Assignor pursuant to state and/or federal law pertaining to beneficiaries, for Health Care Services provided to Assignor's Medicare (as defined above) enrollees arising under state and/or federal laws, including common law subrogation theories, that provide for the reimbursement of payments made by the Assignor for such Medicare services, whether under Parts A, B and D of the Medicare Act, including pursuant to a Medicare Advantage Plan, including the right to recover claims for Medicare Health Care Services that are billed on a fee for service basis and all outstanding liens, potential liens, lien rights and subrogation recovery rights, legal or equitable, in favor of Assignor, including in any litigation, such as but not limited to mass tort actions, class actions and multi-district litigation for which a primary payer has demonstrated responsibility, all of the forgoing defined as the "**Medicare Recovery Claims;**" and

WHEREAS, Assignee has expertise in analyzing Medicare claims, identifying primary payers and recovering costs or claims for Medicare Health Care Services paid by or on behalf of Assignor for which Assignor was not or should not have been the primary payer; and

WHEREAS, Assignor confirms its assignment and intent to assign to Assignee as of the Effective Date all right, title, interest in and ownership of Medicare Recovery Claims [excluding Medicare Recovery Claims that can be asserted against Assignor's members, enrollees and/or contracted providers, and excluding Medicare Recovery Claims that, as of the Effective Date, have been assigned to and/or are being pursued by other recovery vendors, such excluded claims referred to as the "Assignor Retained Claims"] related to Medicare Health Care Services that were rendered and paid for by Assignor during the six (6) year period beginning September 29, 2011 and ending September 29, 2017 (hereinafter, such Medicare Recovery Claims shall be referred to as the "**Assigned Medicare Recovery Claims**").

NOW THEREFORE**,** in consideration of the execution and delivery of this Assignment and the mutual promises between Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, sets over and delivers to Assignee, and any of its successors and assigns, any and all of Assignor's right, title, ownership and interest in and to all Assigned Medicare Recovery Claims, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies that Assignor had, may have had, or has asserted against any party in connection with the Assigned Medicare Recovery Claims and all rights and claims against primary payers and/or, subject to the definition of Assigned Medicare Recovery Claims, third parties that may be liable to Assignor arising from or relating to the Assigned Medicare Recovery Claims, including claims under consumer protection statutes and laws, and all information relating thereto, as may be applicable. This Assignment includes all of Assignor's right, title and interest in and to the Assignor's any legal or equitable actions, rights, causes of action or lawsuits of any nature whatsoever, arising out of or in connection with the Assigned Medicare Recovery Claims. As stated herein, excluded from the Assigned Medicare Recovery Claims are claims that Assignor may have against its members, enrollees, and/or contracted providers, regardless of the nature of the claims, or claims that are currently being pursued by other vendors pursuant to a contract with Assignor, i.e., the Assignor Retained Claims.

The transfer, grant, right, or assignment of any and all of Assignor's right, title, ownership, interest and entitlements in and to the Assigned Medicare Recovery Claims shall remain the confidential and exclusive property of Assignee or its assigns. This assignment is irrevocable and absolute.

IN WITNESS WHEREOF, this Assignment is executed on the date set forth below and Assignor confirms that it is to be deemed effective, nunc pro tunc, on March 20, 2018.

Connecticare, Inc.

Sign: _____

Print: Mark Porter

Title: Vice President and Chief Financial Officer

Date: July 30, 2018

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.)* **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS MSP Recovery Claims, Series LLC

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Andres Rivero of Rivero Mestre LLP
2525 Ponce de Leon Blvd, Suite 1000, Miami, FL 33134
(305) 445-2500

DEFENDANTS
Huahai US, Inc.; Prinston Pharmaceutical, Inc.; Solco Healthcare U.S., LLC; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Zhejiang Huahai Pharmaceutical Co., Ltd.

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)*

(d) Check County Where Action Arose: ☑ MIAMI- DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

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)*

Click here for: Nature of Suit Code Descriptions

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 (Excl. 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 - Med. 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

Other:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 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/Mgmt. Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. 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
- ☐ 835 Patent – Abbreviated New Drug Application
- ☐ 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
- ☐ 376 Qui Tam (31 USC 3729 (a))
- ☐ 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 Re-filed **(See VI below)** ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district *(specify)* ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation – Direct File ☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case ☐YES ☑ NO b) Related Cases ☐YES ☑ NO

JUDGE: **DOCKET NUMBER:**

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause ***(Do not cite jurisdictional statutes unless diversity)***:
18 U.S.C. § 1964(c); racketeering enterprise inducing payments for pharmaceutical drugs based on fraud

LENGTH OF TRIAL via 10 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

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

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☑ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE December 14, 2018

SIGNATURE OF ATTORNEY OF RECORD
/s/ Andres Rivero

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

Save As... Print Reset

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.C.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; 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. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven 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.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

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.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. 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

VIII. 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 dollar amount (in thousands of dollars) 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.

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* HUAHAI US, INC.
2002 East Park Blvd.
Cranbury, NJ 08512

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* PRINSTON PHARMACEUTICAL, INC.
2002 East Park Blvd.
Cranbury, NJ 08512

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SOLCO HEALTHCARE U.S., LLC
2002 East Park Blvd.
Cranbury, NJ 08512

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* TEVA PHARMACEUTICAL INDUSTRIES, LTD
5 Basel Street
Petach Tikva, Israel 49131

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* TEVA PHARMACEUTICALS USA, INC.
c/o Registered Agent
Corporate Creations Network, Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens, FL 33410

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MSP RECOVERY CLAIMS, SERIES LLC

Plaintiff(s)

v.

HUAHAI US INC.; PRINSTON PHARMACEUTICAL, INC.; SOLCO HEALTHCARE U.S., LLC; TEVA PHARMACEUTICAL INDUSTRIES, LTD.; TEVA PHARMACEUTICALS USA, INC.; ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD
Coastal Industrial Zone, Chuannan No. 1 Branch No. 9
Donghai Fifth Avenue, Linhai, Taizhou Zhejiang 317016
China

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andres Rivero, Esq.
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd.
Suite 1000
Miami, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/14/2018

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset