UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

EVELYN MENJIVAR,

Plaintiff,

vs.

C.R. BARD, INC., BARD DAVOL, INC., LIFECELL, CORP., and ALLERGAN, INC.,

Defendants.

CIVIL ACTION

File No.

JURY DEMAND

ORIGINAL COMPLAINT AND JURY DEMAND

The Plaintiff, EVELYN MENJIVAR ("Plaintiff") by and through the undersigned counsel, hereby files this Complaint against the Defendants, C.R. BARD, INC., BARD DAVOL, INC., LIFECELL, CORP., and ALLERGAN, INC. in this litigation and states as follows:

JURISDICTION AND VENUE

1. At all times material, Plaintiff EVELYN MENJIVAR was a resident of Richmond County, New York.

2. Defendant C.R. BARD, INC., is a New Jersey corporation with its principal place of business in New Jersey.

3. At all times relevant herein, the Defendant, C.R. BARD, INC., ("BARD") was conducting business in the State of New York and New Jersey. C.R. BARD, INC. is a corporation based out of New Jersey, with its corporate headquarters located at 730 Central

Avenue, Murray Hill, New Jersey. Defendant conducts substantial business in New York and is headquartered in New Jersey, and is subject to the personal jurisdiction served by this Court.

4. Defendant BARD DAVOL, INC. ("BD") is a foreign for-profit Corporation with its principal place of business in Rhode Island and is a citizen of the state of Rhode Island. All acts and omissions of BD as described herein were done by its agents, servants, employees, and/or owners, acting in the course and scope of their respective agencies, services, employments, and/or ownership. BD is a manufacturer of surgery products and is a citizen of the State of Rhode Island, with its corporate headquarters located at 100 Crossings Blvd, Warwick, RI 02886.

5. Defendant LIFECELL, CORP. ("LIFECELL") is a corporation based out of New Jerssey, with its corporate headquarters located at 1 Millenium Way, Branchburg, New Jersey. LIFECELL is a subsidiary of ALLERGAN, Inc.

6. Defendant ALLERGAN, INC. ("ALLERGAN") is a foreign corporation with its corporate headquarters located at Clonshaugh Business and Technology Park Coolock, Dublin, Ireland. Defendant's U.S. Administrative headquarters are located at 5 Giralda Farms, Madison, New Jersey. ALLERGAN completed the acquisition of LIFECELL on or before February 1, 2017.

7. C.R BARD, INC., BARD DAVOL, INC., LIFECELL, CORP. and ALLERGAN, INC. are collectively referred to hereinafter as "Defendants."

8. Jurisdiction is proper in District Court for the District of New York as the amount in controversy exceeds $75,000 exclusive with interests and costs.

FACTUAL BACKGROUND

9. At all times material hereto, the Defendants developed, designed, manufactured, labeled, packaged, distributed, marketed, supplied, advertised, sold and otherwise engaged in all

activities that are part and parcel of the sale and distribution of the hernia mesh products at issue in this matter. By said activities, Defendants' Hernia Mesh Products were placed into the stream of commerce throughout the United States, including New York.

10. At all times material to this action, the Defendants designed, patented, manufactured, labeled, marketed, sold and distributed a line of hernia mesh products which are medical devices generally used to repair weakened or damaged tissue, including hernias. The mesh products are made from porous absorbable or non-absorbable synthetic material or absorbable biologic material. The Defendants products at issue in this case were cleared for sale in the U.S. after Defendants made assertions to the Food and Drug Administration of "Substantial Equivalence" under section 510(k) of the Food, Drug and Cosmetic Act; this clearance process does not require the applicant to prove safety of efficacy.

11. The Plaintiff was operated on to repair a hernia, during which operation a variety of surgical mesh manufactured, sold and marketed by Defendants was implanted.

12. Plaintiff's surgical mesh used in the first hernia repair surgery was known as the "Composix Kugel Hernia Patch" (herein referred to as "Product") and it was designed, manufactured, packaged, labeled, marketed, sold and distributed by the Bard Defendants.

13. Plaintiff's surgical mesh used in her second repair surgery was known as the Strattice Reconstructive Tissue Matrix and was designed, manufactured, packaged, labeled, marketed, sold and distributed by LIFECELL, which is a subsidiary of ALLERGAN.

14. The Product was made of materials which are biologically incompatible with human tissue and react negatively and sometimes dangerously with a large number of those on whom it is used.

15. Defendant knew or should have known that their Product was unreasonably harmful.

16. The scientific evidence Defendant knew or should have known of demonstrates that the mesh is incompatible with human tissue and often causes a negative immune response in patients implanted with the Product, including Plaintiff.

17. In April 2016, the FDA published an article on hernia mesh, identifying "pain, infection, hernia recurrence, adhesion and bowel obstruction" as the most common adverse events associated with hernia mesh implants, as well as other possible complications, like mesh migration and mesh shrinkage.

18. The Kugel, Strattice, and Ventralight mesh implants, also referred to in this Complaint as the "Hernia Mesh Products" are marketed to the medical community and to patients as a safe, effective, and reliable medical device, implanted by safe and effective, minimally invasive surgical techniques, and is safer and more effective as compared to other products.

19. Defendants failed to perform proper and adequate testing and research in order to determine and evaluate the risks and benefits of the Hernia Mesh Products

20. Feasible and suitable alternatives to the Hernia Mesh Products have existed at all times relevant that do not present the same frequency or severity of risks as the Hernia Mesh Products.

21. The Hernia Mesh Products were at all times utilized and implanted in a manner foreseeable to and in fact intended by the Defendants, its instructions and procedures for use and its training of the health care providers.

22. The Hernia Mesh Products were implanted in Plaintiff in the same or substantially similar condition as when it left Defendants' possession.

23. Defendants failed to disclose the known risks and failed to warn of known or scientifically knowable dangers and risks associated with the Hernia Mesh Products.

24. The Hernia Mesh Products as designed, manufactured, distributed, sold and/or supplied by Defendants were defective as marketed due to inadequate warnings, labeling and/or inadequate testing.

PLAINTIFF FACTUAL BACKGROUND

25. Plaintiff EVELYN MENJIVAR was diagnosed with a ventral hernia in January 2010.

26. On January 15, 2010, Plaintiff EVELYN MENJIVAR underwent ventral hernia repair with a Bard Composix Kugel hernia mesh product.

27. Defendants manufactured, sold, and/or distributed the Composix Kugel Products to Plaintiff EVELYN MENJIVAR through her doctors, to be used for treatment of hernia repair.

28. In the years following the January 15, 2010 implant of the Kugel mesh, Plaintiff EVELYN MENJIVAR underwent multiple surgeries due to the Kugel mesh implant, including multiple surgeries due to the failure of the Kugel mesh causing recurrent hernias, which resulted in her being implanted with the LifeCell Strattice Tissue Matrix and Bard's Ventralight (Elipse) mesh), as well as other adverse reactions including, significant scaring and adhesions, and other serious injuries including chronic abdominal pain.

29. Despite diligent investigation by Plaintiff into the cause of her injuries, including consultations with her medical providers, the nature of her injuries and damages, and their relationship to the Defendants' Hernia Mesh Products was not discovered, and through

reasonable care and diligence could not have been discovered until a date within the applicable statute of limitations for filing Plaintiff's claims. Therefore, under appropriate application of the discovery rule, Plaintiff's suit was filed well within the applicable statutory limitations period.

30. Plaintiff did not learn of Defendants' wrongful conduct until approximately October 2017. Furthermore, in the existence of due diligence, Plaintiff could not have reasonably discovered the Defendants' wrongful conduct, including, but not limited to, the defective design and/or manufacturing of the product until a date within the statute of limitations. Therefore, under appropriate application of the discovery rule, Plaintiff's suit was filed well within the statutory limitations period.

31. As a result of having the Hernia Mesh Products implanted, the Plaintiff has experienced significant mental and physical pain and suffering and mental anguish, has sustained permanent injury, has undergone medical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, and/or lost income, and other damages.

CAUSES OF ACTION
COUNT I: NEGLIGENCE

32. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

33. Defendants had a duty to individuals, including the Plaintiff, to use reasonable care in designing, manufacturing, marketing, labeling, packaging and selling their Hernia Mesh Products.

34. Defendants breached its duty to its customers, including Plaintiff, by failing to design, manufacture, market, label, package, and/or sell their Hernia Mesh Products in such a manner as the exercise of reasonable care would dictate.

35. Defendants negligently failed to warn or instruct the Plaintiffs and/or his health care providers of the full extent of the risks and hazards known to exist with use of the mesh in a manner commensurate with the exercise of reasonable care.

36. As a direct and proximate result of the Defendants' negligence, Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury has undergone medical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

COUNT II: STRICT LIABILITY
DESIGN DEFECT

37. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

38. At the time each implanting surgeon implanted the mesh product in patients, Defendants were engaged in the business of selling said product.

39. The Hernia Mesh Products were defectively designed when sold.

40. The Hernia Mesh Products were unreasonably dangerous, taking into consideration the utility of said product and the risks involved in their use.

41. The Hernia Mesh Products in question was improperly designed in that it was:

a. not designed to remain in the human body indefinitely;

b. not designed to remain in place and not migrate;

c. designed in such a way that could cause infection;

d. designed in such a way that the mesh could grow into the patient's skin, causing scar tissue and becoming unremovable.

42. Safer alternative designs were available at the time of sale.

43. The Hernia Mesh Products reached Plaintiff's implanting surgeon without substantial change in the condition in which it was sold.

44. The defective and unreasonably dangerous condition of the mesh product was the proximate cause of the damages and injuries to Plaintiff.

45. As a direct and proximate result of the mesh product's aforementioned defects, Plaintiff was caused and in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial or economic loss, including, but not limited to, obligations for medical services and expenses, and other damages.

COUNT III: STRICT LIABILITY
MANUFACTURING DEFECT

46. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

47. The Hernia Mesh Products implanted in Plaintiff EVELYN MENJIVAR were not reasonably safe for its intended use and was manufactured defectively due to having deviated materially from Defendant's design specifications.

48. The deviations from design specs resulted in defective manufacturing which posed unreasonable risks of serious bodily harm to customers, including the Plaintiff.

49. As a direct and proximate of the aforementioned defects, Plaintiff has experienced mental and physical pain and suffering has sustained permanent injury, has undergone medical

treatment and/or corrective surgery and hospitalization, has suffered financial or economic loss, including, but not limited to, obligation for medical services and expenses, and/or lost income, and other damages.

50. Defendants are strictly liable to the Plaintiff for designing, manufacturing, marketing, labeling, packaging and selling a defective product.

COUNT IV: STRICT LIABILITY
FAILURE TO WARN

51. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

52. The Hernia Mesh Products were not reasonably safe for its intended uses and was defective due to its lack of appropriate and necessary warnings. Specifically, Defendants did not provide sufficient or adequate warnings regarding, among other things, the serious risk of bodily harm posed by the incompatibility of the material used to make the mesh and human blood and tissue or the serious risk of infection or serious scarring.

53. As a direct and proximate result of the Hernia Mesh Products' defects, the Plaintiff has experienced significant mental and physical pain and suffering, has sustained permanent injury, has undergone medical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, and/or lost income, and other damages.

54. Defendants are strictly liable to the Plaintiff for designing, manufacturing, marketing, labeling or packaging and selling a defective Hernia Mesh Products.

COUNT V
BREACH OF EXPRESS WARRANTY

55. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

56. Defendants made assurances as described herein to the general public, hospitals and health care professionals that the Hernia Mesh Products were safe and reasonably fit for their intended purposes.

57. The Plaintiff EVELYN MENJIVAR and/or her health care provider chose the Hernia Mesh Products based upon Defendant's warranties and representations regarding the safety and fitness of its product.

58. The Plaintiff EVELYN MENJIVAR, individually and/or by and through her health care providers, reasonably relied upon Defendants' express warranties and guarantees that the product was safe, merchantable, and reasonably fit for its intended purposes.

59. Defendants breached these express warranties because the Product was unreasonably dangerous and defective as described herein and not as Defendant had represented.

60. Defendants' breach of its express warranties resulted in the implantation of an unreasonably dangerous and defective product.

61. As a direct and proximate result of Defendants' breach of the aforementioned express warranties, the Plaintiff has experienced significant mental and physical pain and suffering, has sustained permanent injury, has undergone medical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligation for medical services and expenses, and/or lost income, and other damages.

COUNT VI

BREACH OF IMPLIED WARRANTY

62. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

63. Defendants impliedly warranted that the subject mesh was merchantable and was fit for the ordinary purposes for which it was intended.

64. When the mesh was implanted in the Plaintiff EVELYN MENJIVAR to treat a hernia, the products was being used for the ordinary purpose for which it was intended.

65. Plaintiff, individually and/or by and through her providers, relied upon Defendant's implied warranties of merchantability in consenting to have the subject mesh implanted.

66. The Defendant breached these implied warranties of merchantability because the Hernia Mesh Products implanted in Plaintiff was neither merchantable nor suited for their intended uses as warranted.

67. Defendants' breach of their implied warranties resulted in the implantation of an unreasonably dangerous and defective product which placed Plaintiff's health and safety in jeopardy.

68. As a direct and proximate result of Defendant's breach of the aforementioned implied warranties, Plaintiff has experienced significant mental and physical pain and suffering, has sustained permanent injury, has undergone medical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligation for medical services and expenses, and/or lost income, and other damages.

COUNT VII
VIOLATION OF CONSUMER PROTECTION LAWS

69. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein and additionally or in the alternative, if same be necessary, allege as follows:

70. Plaintiff and Plaintiff's physicians purchased and used the Defendants' Hernia Mesh Products primarily for personal use and thereby suffered ascertainable losses as a result of Defendants' actions in violation of the consumer protection laws.

71. Had Defendants not engaged in the deceptive conduct described herein, Plaintiff would not have purchased and/or paid for the Defendants' Hernia Mesh Products, and would not have incurred related medical cost and injury.

72. Defendants engaged in wrongful conduct while at the same time obtaining, under false pretenses, moneys from Plaintiff for the Hernia Mesh Products that would not have been paid had Defendants not engaged in unfair and deceptive conduct.

73. Unfair methods of competition or deceptive acts or practices that were proscribed by law, including the following:

a) Representing that goods or services have characteristics, ingredients, uses, benefits or qualities that they do not have.

b) Advertising goods or services with the intent not to sell them as advertised; and,

c) Engaging in fraudulent or deceptive conduct that creates a likelihood of confusion or misunderstanding.

74. Plaintiff was injured by the cumulative and indivisible nature of Defendants' conduct. The cumulative effect of Defendants' conduct directed at patients, physicians and

consumers was to create demand for and sell the Defendants' Hernia Mesh Products. Each aspect of Defendants' conduct combined to artificially create sales of the Defendants' Hernia Mesh Products.

75. Defendants have a statutory duty to refrain from unfair or deceptive acts or trade practices in the design, labeling, development, manufacture, promotion, and sale of the Defendants' Hernia Mesh Products.

76. Had Defendants not engaged in the deceptive conduct described above, Plaintiff would not have purchased and/or paid for the Hernia Mesh Products, and would not have incurred related medical costs.

77. Defendants' deceptive, unconscionable, or fraudulent representations and material omissions to patients, physicians and consumers, including Plaintiff, constituted unfair and deceptive acts and trade practices in violation of the state consumer protection statutes listed.

78. Defendants' actions, as complained of herein, constitute unfair competition or unfair, unconscionable, deceptive or fraudulent acts, or trade practices in violation of state consumer protection statues, as listed below.

79. Defendants have engaged in unfair competition or unfair or deceptive acts or trade practices or have made false representations under applicable state law that protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising, Defendants are the suppliers, manufacturers, advertisers, and sellers, who are subject to liability under such legislation for unfair, deceptive, fraudulent and unconscionable consumer sales practices.

80. Defendants violated the statutes that were enacted to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false

advertising, by knowingly and falsely representing that the Defendants' Hernia Mesh Products were fit to be used for the purpose for which they were intended, when in fact they were defective and dangerous, and by other acts alleged herein. These representations were made in marketing and promotional materials.

81. The actions and omissions of Defendants alleged herein are uncured or incurable deceptive acts under the statutes enacted in the states to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising.

82. Defendants had actual knowledge of the defective and dangerous condition of the Defendants' Hernia Mesh Products and failed to take any action to cure such defective and dangerous conditions.

83. Plaintiff and the medical community relied upon Defendants' misrepresentations and omissions in determining which product and/or procedure to undergo and/or perform (if any).

84. Defendants' deceptive, unconscionable or fraudulent representations and material omissions to patients, physicians and consumers, constituted unfair and deceptive acts and practices.

85. By reason of the unlawful acts engaged in by Defendants, and as a direct and proximate result thereof, Plaintiff has suffered ascertainable losses and damages.

86. As a direct and proximate result of Defendants' violations of consumer protection laws, Plaintiff has sustained economic losses and other damages and is entitled to statutory and compensatory damages in an amount to be proven at trial.

REQUEST FOR JURY TRIAL

The Plaintiff herein requests trial by jury of all issues triable by right.

DATED: May 16, 2018

Melville, New York

By: /s/Nicholas R. Farnolo

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ATTORNEYS FOR PLAINTIFF
PRO HAC VICE PENDING

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Evelyn Menjivar

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Napoli Shkolnik, PLLC, Nicholas R. Farnolo, Esq.; 400 Broadhollow Rd Suite 305, Melville, NY 11747 - Phone: 212-397-1000

DEFENDANTS

C.R. Bard, Bard, Inc. Bard Davol, Inc, Lifecell, Corp., and Allergan, Inc.

County of Residence of First Listed Defendant Union County, NJ
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys *(If Known)*

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

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

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

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

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

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 (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

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

TORTS

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

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

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

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

PRISONER PETITIONS

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

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

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

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

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

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

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 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 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. sec. 1332(a)

Brief description of cause:
Diversity of Citizenship

VII. REQUESTED IN COMPLAINT:

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

DEMAND $ 2,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 05/16/2018

SIGNATURE OF ATTORNEY OF RECORD /s/ Nicholas R. Farnolo

FOR OFFICE USE ONLY

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