UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

WILLIE JONES	**CIVIL ACTION NO:**
VERSUS	
DAIICHI SANKYO, INC.; FOREST LABORATORIES, INC.; FOREST PHARMACEUTICALS, INC.; and FOREST LABORATORIES, LLC	**JUDGE:**
	MAGISTRATE JUDGE:
	JURY TRIAL DEMANDED

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, Willie Jones, by and through undersigned counsel, who alleges and states the following:

PARTIES

1. Plaintiff, Willie Jones is a person of full age of majority and resident and domiciliary of East Baton Rouge Parish, Louisiana, which is located within the jurisdiction of the United States District Court for the Middle District of Louisiana.

2. Defendant, Daiichi Sankyo, Inc. (hereinafter "Daiichi") is a Delaware corporation, having a principal place of business at Two Hilton Court, Parsippany, New Jersey and, as part of its business, Daiichi Sankyo, Inc. is involved in the research, development, sales and marketing of pharmaceutical products including Benicar HCT®. At all times pertinent, Daiichi Sankyo, Inc. is authorized to do and doing substantial business in the State of Louisiana and in this District.

3. Defendant Forest Laboratories, Inc. ("Forest Labs") is a pharmaceutical company

organized under the laws of Delaware with its principal place of business in New York, New York. Forest Labs manufactures, distributes, markets, promotes and sells pharmaceutical drugs, including Benicar HCT®, throughout the United States, including within the State of Louisiana.

4. Defendant Forest Pharmaceuticals, Inc. ("Forest Pharma") is a wholly owned subsidiary of Forest Labs and is organized under the laws of Delaware with its principal place of business in St. Louis, Missouri. Forest Pharma manufactures, distributes, and sells prescription products, including Benicar HCT®, in the United States, including within the State of Louisiana.

5. Defendant Forest Laboratories, LLC (f/k/a Forest Laboratories, Inc.) is a Delaware limited liability company having a principal place of business at Morris Corporate Center III, 400 Interplace Parkway, Parsippany, New Jersey. Forest Laboratories, LLC manufactures, distributes, and sells prescription products, including Benicar HCT®, in the United States, including within the State of Louisiana.

6. Defendants Forest Labs, Forest Pharma, and Forest Laboratories, LLC will be collectively referred to as "Forest" hereinafter.

7. Upon information and belief, at all relevant times, Defendants were engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, selling, marketing, and/or introducing into interstate commerce and into the State of Louisiana, either directly or indirectly through third parties or related entities, its products, including Benicar HCT®.

8. At all relevant times, Defendants conducted regular and sustained business and engaged in substantial commerce and business activity in the State of Louisiana, which included but was not limited to selling, marketing, and distributing its products, including Benicar HCT®,

in Louisiana and within this District.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as full diversity of citizenship exists among the parties. Furthermore, the amount in controversy is substantially in excess of seventy-five thousand dollars ($75,000.00), exclusive of interest and costs. Additionally, a significant part of the omissions giving rise to Plaintiff's claims happened within the United States District Court for the Middle District of Louisiana, and Defendants are subject to personal jurisdiction in this District.

10. Venue is proper within this District pursuant to 28 U.S.C. § 1391, because it is a judicial district where Defendants are subject to personal jurisdiction in accordance with 28 U.S.C. § 1391(c).

11. Upon information and belief, at all relevant times, Defendants expected or should have expected that their acts would have consequences within the United States of America including the State of Louisiana, and Defendants derived and derive substantial revenue from interstate commerce. At all relevant times, Defendants committed tortious acts within the State of Louisiana and within this District, out of which act(s) the causes of action stated herein arise.

STATEMENT OF THE CASE

12. This is an action for personal injury brought by Plaintiff, Willie Jones, for the injuries he suffered as a result of his ingestion of Defendants' drug, Benicar HCT®, which caused him to suffer bodily injury including sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure. Plaintiff's injuries are

a direct and proximate result of the wrongful conduct of Defendants in designing, developing, manufacturing, testing, distributing, labeling, advertising, marketing, promoting, and selling an unsafe prescription drug, Benicar HCT®, a medication intended to treat high blood pressure.

13. Plaintiff brings this action to recover medical and other expenses and all general and special damages related to Willie Jones' development of sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure, and for general and specific future damages, and such other relief as requested herein for injuries suffered as a direct result of Willie Jones' ingestion of Benicar HCT®. At all times pertinent, Plaintiff Willie Jones used Benicar HCT® in a manner and dosage recommended by Defendants and prescribed by his doctor.

FACTUAL ALLEGATIONS

14. Blood pressure drugs containing "olmesartan medoxomil," are and were manufactured, promoted, distributed labeled, and marketed by Defendants under the specific brand names Benicar®, Benicar HCT®, Azor®, and Tribenzor® at all times pertinent hereto, for the treatment of high blood pressure.

15. Upon information and belief, Defendants Forest and Daiichi entered into multiple co-promotion agreements for the marketing and promotion of the drugs Benicar®, Benicar HCT®, Azor®, and Tribenzor®, wherein Forest actively and aggressively promoted the drugs to physicians.

16. Pursuant to the partnership, Forest received a percentage of the Daiichi profits obtained for several years.

17. At all relevant times, Defendants designed, researched, manufactured, tested,

advertised, promoted, marketed, sold, and distributed Benicar HCT® for treatment of high blood pressure.

18. Benicar HCT® received FDA approval on or about June 5, 2003, to treat high blood pressure.

19. In approximately 2003, Plaintiff Willie Jones was prescribed Benicar and used Benicar according to its intended and directed use.

20. While taking the recommended dosage of Benicar HCT®, Plaintiff suffered bodily injury including sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure and was thus caused to sustain severe and permanent personal injuries, pain, and suffering while still actively taking Benicar HCT®.

21. Although Plaintiff experienced sprue-like enteropathy and other symptoms while using Benicar HCT®, he was not aware that Benicar HCT® was causing his sprue-like enteropathy and other symptoms.

22. Prior to applying for and obtaining approval for Benicar HCT®, Daiichi knew or should have known that Benicar HCT® use in humans was associated with and/or would cause intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries.

23. Daiichi failed to adequately conduct complete and proper testing of Benicar HCT® prior to and following the submission of its New Drug Application for Benicar HCT®.

24. Defendants knew or reasonably should have known, prior to their initial marketing and sale of Benicar HCT®, that the drug's use in humans can cause intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial

weight loss, dehydration, acute renal failure, and other injuries.

25. Defendants manufactured, distributed, marketed, and sold Benicar HCT® without adequate warnings to Plaintiff Willie Jones and his prescribing physicians indicating that Benicar HCT® is associated with and/or could cause intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other complications in patients who use it.

26. Defendants' failure to disclose to Plaintiff Willie Jones or his prescribing physicians, through the prescribing information for Benicar HCT® or otherwise, about the risk of developing sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries rendered warnings for this medication inadequate when using the drug.

27. Upon information and belief, Defendants ignored the association between the use of Benicar HCT® and the risk of developing intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure.

28. On July 3, 2013, the FDA issued a warning that stated "the blood pressure drug olmesartan medoxomil (marketed as Benicar®, Benicar HCT®, Azor, Tribenzor®, and generics) can cause intestinal problems known as sprue-like enteropathy."

29. On July 3, 2013, the FDA approved label changes to Benicar HCT®, Benicar®, Azor®, and Tribenzor® indicating that the drugs can cause intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, and hospitalization in patients taking Benicar HCT® for months to years after drug initiation. The

Benicar HCT® label was then changed to reflect this information in the Warnings and Precautions section as well as the patient Medication Guide to include information regarding the risk of enteropathy.

30. The FDA found that if patients taking olmesartan develop these symptoms and no other cause is found, the drug should be discontinued, and therapy with another antihypertensive started.

31. As a result of using Defendants' Benicar HCT®, Plaintiff Willie Jones was caused to suffer bodily injury including sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure and was thus caused to sustain severe and permanent personal injuries, pain, suffering, mental anguish, loss of income, loss of future earning capacity, and other damages as outlined hereinafter.

32. The injuries and damages sustained by Plaintiff were caused or substantially contributed to by Defendants' Benicar HCT® and the Defendants' wrongful conduct.

33. The product warnings for Benicar HCT® in effect during the time period Plaintiff Willie Jones used Benicar HCT® were vague, incomplete, or otherwise inadequate, both substantively and graphically, to alert prescribing physicians, including Plaintiff Willie Jones' physicians, as well as Willie Jones, of the intestinal problems associated with the drug.

34. Defendants did not provide adequate warnings to Plaintiff Willie Jones' doctors, Plaintiff, the health care community, and the general public about the increased risk of serious adverse events that are described herein.

35. Had Plaintiff been adequately warned of the potential life-threatening side effects of Defendants' Benicar HCT®, Plaintiff would not have purchased, and Willie Jones would not

have taken Benicar HCT® and would have chosen to request other treatments.

36. By reason of the foregoing, Plaintiff Willie Jones has developed serious and dangerous side effects including sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, and acute renal failure, as well as other severe and personal injuries in which Plaintiff suffered physical pain, mental anguish, loss of income, loss of future earning capacity, and diminished enjoyment of life.

FRAUDULENT CONCEALMENT AND TOLLING

39. Plaintiff repeats and incorporates by reference all other paragraphs of this Complaint as if fully set forth herein.

40. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through their affirmative misrepresentations and omissions, actively concealed from Plaintiff Willie Jones and his physician(s) the true risks associated with the use of Benicar HCT.

41. As a result of Defendants' actions, Plaintiff Willie Jones and his physician(s) were unaware, and could not reasonably have known or have learned through reasonable diligence, that he had been exposed to the risks alleged herein and that those risks were the direct and proximate result of Defendants' acts and omissions.

LIABILITY UNDER THE LOUISIANA PRODUCTS LIABILITY ACT ("LPLA")

42. Under the Louisiana Products Liability Act, Plaintiff shows that intestinal problems known as sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries are the direct and proximate result of breaches of obligations owed by Defendants to Plaintiff, including defects in design,

marketing, manufacture, distribution, instructions, and warnings by Defendants, which breaches and defects are listed more particularly, but not exclusively, as follows:

A. Failure to instruct and/or warn of sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries;

B. Failure to adequately instruct and/or warn healthcare providers, including those healthcare providers who prescribed Benicar HCT® to Willie Jones of the risk of sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries;

C. Manufacturing, producing, promoting, formulating, creating, and/or designing Benicar HCT® without adequately testing it;

D. Failing to provide adequate warning of the dangers associated with Benicar HCT®;

E. The defects in designing, formulating, researching, developing, manufacturing, marketing, promoting, and selling a medication when they knew or reasonably should have known of the propensity to cause sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries;

F. Its liability under the Louisiana Products Liability Act as a result of its design, development, manufacture, marketing, and sale of a medication that is defective and unreasonably dangerous for the risk of developing sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute

renal failure, and other injuries;

G. The continued production and sale of Benicar HCT® given the propensity of the medication to cause sprue-like enteropathy, including severe, chronic diarrhea with substantial weight loss, dehydration, acute renal failure, and other injuries;

H. Providing inaccurate labeling and inadequate warnings and instructions;

I. Utilizing testing methods that were not accurate, sensitive, specific, and/or reproducible.

J. Other breaches and defects that may be shown through discovery or at trial; and

K. Generally, the failure of Defendants to act with the required degree of care commensurate with the existing situation.

COUNT ONE
LOUISIANA PRODUCTS LIABILITY ACT
INADEQUATE WARNING UNDER LA. R.S. § 9:2800.57

43. As if fully set forth herein, Plaintiff incorporates by reference, each and every allegation set forth in the preceding paragraphs and further alleges as follows.

44. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, marketed, and/or introduced Benicar HCT® into the stream of commerce, and in the course of same, directly advertised or marketed Benicar HCT® to consumers or persons responsible for consumers, and therefore, had a duty to both Plaintiff Willie Jones directly and his physicians to warn of risks associated with the use of the product.

45. Defendants had a duty to warn of adverse drug reactions, which they knew or have reason to know can be caused by the use of Benicar HCT® and/or are associated with the use of Benicar HCT®.

46. The Benicar HCT® manufactured and/or supplied by Defendants was defective due to inadequate post-marketing warnings and/or instructions because, after Defendants knew or should have known of the risks of sprue-like enteropathy from Benicar HCT® use, they failed to provide adequate warnings to consumers of the product, including Plaintiff Willie Jones and his physicians, and continued to promote Benicar HCT®.

47. Due to the inadequate warning regarding sprue-like enteropathy, Benicar HCT® was in a defective condition and unreasonably dangerous at the time that it left the control of Defendants.

48. Defendants' failure to adequately warn Plaintiff Willie Jones and his prescribing physicians of a sprue-like enteropathy risk prevented Willie Jones' prescribing physicians and Plaintiff himself from correctly and fully evaluating the risks and benefits of Benicar HCT®, and, in particular, the increased propensity for developing sprue-like enteropathy from ingesting Benicar HCT®.

49. Had Plaintiff Willie Jones been adequately warned of the potential life-threatening side effects of Defendants' Benicar HCT®, he would not have purchased or taken Benicar HCT® and could have chosen to request other treatments or prescription medications.

50. Upon information and belief, had Plaintiff Willie Jones' prescribing physicians been adequately warned of the potential life threatening side effects of Defendants' Benicar HCT®, Plaintiff Willie Jones' prescribing physicians would have discussed the risks of sprue-like enteropathy and Benicar HCT® with Plaintiff and/or would not have prescribed it.

51. As a direct and proximate result of Benicar HCT®'s defective and inappropriate warnings, Plaintiff suffered and will continue to suffer severe and permanent injuries and/or

damages.

COUNT TWO
LOUISIANA PRODUCTS LIABILITY ACT ("LPLA")
DESIGN DEFECT UNDER LSA-R.S. 9:2800.56

52. As if fully set forth herein, Plaintiff incorporates by reference, each and every allegation set forth in the preceding paragraphs and further alleges as follows.

53. Benicar HCT® was expected to, and did, reach the intended consumers, handlers, and persons coming into contact with the product without substantial change in the condition in which it was produced, manufactured, sold, distributed, labeled, and marketed by Defendants.

54. At all times relevant, Benicar HCT® was manufactured, designed, and labeled in an unsafe, defective, and inherently dangerous condition, which was dangerous for use by the public, and, in particular, by Plaintiff.

55. Benicar HCT® as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendants was defective in design and formulation in that when it left the hands of the foreseeable risks exceeded the alleged benefits associated with the design and formulation of Benicar HCT®.

56. Benicar HCT® as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendants was defective in design and formulation because when it left the hands of Defendants' manufacturers and suppliers it was unreasonably dangerous and was also more dangerous than the ordinary consumer would expect.

57. At all times herein mentioned, Benicar HCT® was in a defective condition and was unsafe, and Defendants knew and had reason to know that the product was defective and

inherently unsafe, especially when Benicar HCT® was used in a form and manner instructed and provided by Defendants.

58. Defendants had a duty to create a product that was not unreasonably dangerous for its normal, common, intended use.

59. At the time of Plaintiff Willie Jones' use of Benicar HCT®, it was being used for its intended purpose, and in a manner normally intended, namely for the treatment of high blood pressure.

60. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed a defective product that caused an unreasonable risk to the health of consumers, and to Plaintiff in particular, and Defendants are therefore liable for the injuries and damages sustained by Plaintiff.

61. At the time Defendants' product left their control, there was a practical, technically feasible, and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of Benicar HCT®. This was demonstrated by the existence of other high blood pressure medications that had a more established safety profile and a considerably lower risk profile.

62. Plaintiff could not, by the reasonable exercise of care, have discovered Benicar HCT®'s defects and perceived its danger.

63. The defects in Defendants' product were substantial and contributing factors in causing Plaintiff's injuries.

64. Due to the unreasonably dangerous conditions of Benicar HCT®, Defendants are liable to Plaintiff.

COUNT THREE
LOUSIANA PRODUCTS LIABILITY ACT
BREACH OF EXPRESS WARRANTY UNDER LA. R.S. § 9:2800.58

65. As if fully set forth herein, Plaintiff incorporates by reference, each and every allegation set forth in the preceding paragraphs and further alleges as follows.

66. Defendants expressly warranted that Benicar HCT® was safe for its intended use and as otherwise described in this Complaint. Benicar HCT® did not conform to these express representations, including, but not limited to, the representation that it was safe and the representation that it did not have unacceptable levels of life-threatening side effects like sprue-like enteropathy, that it would improve health, maintain health, and potentially prolong life.

67. The express warranties represented by Defendants were a part of the basis for Plaintiff Willie Jones' use of Benicar HCT®, and he relied upon these warranties in deciding to use Benicar HCT®.

68. At the time of the making of the express warranties, Defendants had knowledge of the purpose for which the Benicar HCT® was to be used, and warranted same to be in all respects safe, effective, and proper for such purpose.

69. Benicar HCT® does not confirm to these express representations because Benicar HCT® is not safe or effective and may produce serious side effects, including among other things sprue-like enteropathy, degrading Plaintiff Willie Jones' health and shrinking his life expectancy.

70. As a result of the foregoing breach of express warranty, Plaintiff Willie Jones was caused to suffer sprue-like enteropathy, including severe, chronic diarrhea with substantial

weight loss, dehydration, and acute renal failure, as well as other severe and personal injuries that were permanent and lasting in nature, including physical pain and mental anguish including diminished enjoyment of life, as well as medical treatment, monitoring, and/or medications.

COUNT FOUR
BREACH OF WARRANTY IN REDHIBITION

71. As fully set forth herein, Plaintiff incorporates by reference, each and every allegation set forth in the preceding paragraphs and further alleges as follows.

72. Benicar HCT® contains a vice or defect that renders it useless or its use so inconvenient that consumers would not have purchased it had they known about the vice or defect.

73. Pursuant to Louisiana Civil Code article 2520, a seller warrants the buyer against redhibitory defects, or vices, in the thing sold. Benicar HCT®, which was sold and promoted by Defendants, possesses a redhibitory defect because it was not manufactured and marketed in accordance with industry standards and/or is unreasonably dangerous, as described above, which renders Benicar HCT® useless or so inconvenient that it must be presumed that Willie Jones would not have bought Benicar HCT® had he known of the defects.

74. Defendants were aware of the substantial risks from using Benicar HCT® but failed to fully disclose those risks to the Plaintiff.

75. In accordance with Louisiana Civil Code article 2545, Defendants, as the manufacturers, distributors, and sellers of Benicar HCT®, are deemed to be aware of its redhibitory defects.

76. Had Willie Jones been made aware of the defects contained in Benicar HCT®, he would not have purchased Benicar HCT®. This characteristic rendered Benicar HCT® unfit for its intended purposes.

77. Defendants are liable to Plaintiff under the theory of redhibition as a consequence of the sale to Plaintiff of a product unfit for its intended use.

78. Plaintiff is entitled to the return of purchase price paid, including, but not limited to, insurance co-payments, interest on these amounts from the date of purchase, attorneys' fees and costs, pecuniary and non-pecuniary damages, as well as any other legal and equitable relief to which Plaintiff may be entitled.

DAMAGES

79. As a result of the aforementioned breach of obligation by Defendants, Plaintiff Willie Jones suffered the following items of damage, all past, present, and future, for which he is entitled to be compensated by Defendants, *in solido*, in an amount which is just and reasonable:

A. Medical and related expenses;

B. Physical injury and disability;

C. Physical pain and suffering;

D. Mental anguish and distress;

E. Loss of earnings;

F. Impairment to earning capacity; and

G. Loss of enjoyment of life.

80. By reason of the foregoing, Plaintiff demands judgment against each Defendant,

individually, jointly, and severally, for compensatory damages in a sum in excess of $75,000, together with interest, costs of suit, attorneys' fees, and all such other and further relief as the Court deems proper.

JURY DEMAND

81. Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Willie Jones, demands judgment against Defendants, Daiichi Sankyo, Inc., Forest Laboratories, Inc., Forest Laboratories, LLC, and Forest Pharmaceuticals, Inc., on each of the above-referenced claims and causes of action and as follows:

A. Awarding compensatory damages to Plaintiff for past and future damages as outlined above and as provided by law;

B. Awarding interest from date of judicial demand until paid;

C. Awarding Plaintiff the costs of these proceedings and attorneys' fees; and

D. Awarding such other and further relief as this Court deems just and proper.

Dated: February 20, 2015

LEMMON LAW FIRM, LLC

/s/ Andrew A. Lemmon

ANDREW A. LEMMON (#18302)
15058 River Road
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Email: andrew@lemmonlawfirm.com

Attorney for Plaintiff

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Willie Jones

(b) County of Residence of First Listed Plaintiff East Baton Rouge Parish
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Lemmon Law Firm, LLC, P.O. Box 904, Hahnville, LA 70057
(985) 783-6789

DEFENDANTS

Daiichi Sankyo, Inc.; Forest Laboratories, Inc.; Forest Pharmaceuticals, Inc.; and Forest Laboratories, LLC

County of Residence of First Listed Defendant Morris 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)*

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

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

TORTS

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

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

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

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

PRISONER PETITIONS

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

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

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

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

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

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

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

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

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

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

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

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

Brief description of cause:
Claim for personal injuries cuased by ingestion on Benicar HCT

VII. REQUESTED IN COMPLAINT:

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

DEMAND $

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
02/20/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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