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Counsel for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MATT KARDOVICH, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

PFIZER, INC.,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Matt Kardovich (“Plaintiff”), individually and on behalf of others similarly situated, alleges for his Class Action Complaint against Defendant Pfizer, Inc. (“Defendant”) upon personal knowledge as to himself and his own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigation made by his attorneys, as follows:

NATURE OF THE ACTION

1. Defendant Pfizer, Inc., through its pervasive and false labeling and marketing of Centrum, has created in consumers’ minds the belief that taking multi-vitamins will afford them positive health benefits and prevent chronic illness. In fact, the multi-vitamins do not afford consumers positive health benefits and do not prevent chronic illness.

2. Defendant has created a lucrative business, self-proclaiming that “Centrum is the No. 1 selling brand of multivitamins in the world”¹ Each of the Centrum® multivitamins – Centrum® Silver® Women 50+, Centrum® Silver® Men 50+, Centrum® Silver® Adults 50+, Centrum® Women, Centrum® Men, Centrum® Adults (collectively, the “Products” or “Centrum”) – claims to provide various positive health benefits. The Products are sold in all fifty states, Canada, and Europe.

3. Unfortunately for consumers, Centrum’s claimed positive health benefits are wholly contradicted by the credible and reliable science-based evidence. The credible and reliable science-based evidence affirmatively proves that supplements are ineffective at preventing disease, and their use is not justified.

¹ Pfizer, *Annual Report* (2012), available at http://www.pfizer.com/files/investors/financial_reports/annual_reports/2012/leading-products.html.

4. This lawsuit is brought by Plaintiff, as a nationwide class action against Defendant on behalf of Plaintiff and a class of similarly situated persons who have purchased Centrum. This class action seeks to halt Defendant's deceptive marketing of Centrum and seeks damages for Defendant's illegal conduct in violation of Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS Section 505/1, *et seq.*, and New York General Business Law § 349. The lawsuit further alleges that Defendant was unjustly enriched by its deceptive marketing at the expense of Plaintiff and the Class.

JURISDICTION AND VENUE

5. This action is within the original jurisdiction of this Court by virtue of 28 U.S.C. § 1332(d)(2). Plaintiff is a citizen of a different state than Defendant, and the amount in controversy of this class action exceeds five million dollars (\$5,000,000.00), exclusive of interest and costs.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1) & (2) as Defendant does business within this District.

THE PARTIES

7. Plaintiff is a citizen of Illinois who resides in Chicago, Illinois. He purchased Centrum during the Class Period based on the representation that the products would benefit his health as identified below. Had Plaintiff known that the statements regarding the positive health benefits and prevention of chronic illness were false and misleading, he would not have purchased the products or paid a premium price for the products. If the Products did in fact provide the health benefits or prevent chronic illness, as represented on Centrum's labels, Plaintiff would be continuing to purchase the Products.

8. Defendant Pfizer, Inc. is a corporation organized under the laws of the state of Delaware, with its corporate offices at 235 East 42nd Street, New York, New York. Defendant is the 5th largest consumer healthcare company globally, and 2nd largest in the U.S., Canada and China.² Centrum is considered one of Defendant's "Consumer Healthcare" products.³ In 2012, Defendant made \$3.212 billion in revenues from its Consumer Healthcare products.⁴

SUBSTANTIVE ALLEGATIONS

9. Defendant recognized that healthy Americans worry about getting sick and has persuaded them to turn to multivitamins as a means of staying healthy and avoiding chronic illness and eventual death.

10. The consumers targeted for this message typically have adequate nourishment and do not have the types of vitamin deficiencies warranting vitamin supplementation.

11. Defendant uses statements like the following to promote the mindset that taking multi-vitamins is a smart thing to do: "[a]s people worldwide become increasingly aware of issues surrounding health and wellness, they are taking more proactive roles to maintain their personal well-being and treat minor illnesses through self-care solutions."⁵

² Pfizer, *Annual Report* (2012), available at http://www.pfizer.com/files/investors/financial_reports/annual_reports/2012/downloads/pfizer_12ar_our_businesses.pdf

³ Pfizer, *Financial Report App. A*, 112 (2012), available at <http://www.pfizer.com/files/annualreport/2011/financial/financial2011.pdf>

⁴ *Id.* at 115.

⁵ Pfizer, *Annual Report*, 41 (2009), available at <http://www.pfizer.com/files/annualreport/2009/annual/review2009.pdf>

12. To promote this mindset and capitalize on the demand it creates, Defendant labeled and marketed Centrum to tap into the lucrative multivitamin supplement market; a market which reached \$28 billion in annual sales in 2010.⁶ Defendant has dominated this market, making “Centrum [] the No. 1 selling brand of multivitamins in the world”⁷

13. Centrum is typically packed and sold in bottles containing between 80 – 220 tablets.

14. The packaging for Centrum characterize it as a multivitamin/multimineral supplement.

15. The labeling and marketing of Centrum is designed to mislead consumers into believing that Centrum provides them with positive health benefits. In its 2009 Annual Report, Defendant described a European version of Centrum Silver as “contain[ing] specially adjusted levels of key vitamins and minerals to help fill nutritional gaps and deliver multiple *health benefits* such as energy, immunity, healthy appearance eye health, bone health and environmental stress protection.”⁸

16. Centrum’s packaging contains vignettes indicating the different categories of positive health benefits that each product provides. These include:

⁶Eliseo Gullar, et al., *Enough is Enough: Stop Wasting Money on Vitamin and Mineral Supplements*, 159 *Annals of Internal Medicine* 850 (2013).

⁷ Pfizer, *Annual Report* (2012), available at http://www.pfizer.com/files/investors/financial_reports/annual_reports/2012/leading-products.html

⁸ Pfizer, *Annual Report*, 41 (2009), available at <http://www.pfizer.com/files/annualreport/2009/annual/review2009.pdf> (emphasis added)



- a. **IMMUNITY** "With antioxidants to support the normal function of the immune system."



- b. **ENVIRONMENTAL STRESS** "With vitamins C and E to help protect body's cells from free radicals damage caused by environmental stress."



- c. **METABOLISM** "Contains B-vitamins to aid in the metabolism of fats, carbohydrates and proteins."



- d. **VITALITY** "With the complete range of B-vitamins for energy support."



- e. **PHYSICAL STRESS** "With vitamins C and E to help protect the body against the effects of physical stress."



- f. **ENERGY** “Includes B-vitamins to help support daily energy needs.”

17. Defendant’s internet advertising corroborates its intent to market Centrum’s health benefits. By way of example, Centrum claims that “Centrum Silver Adults 50+ applies the latest nutritional science to bring you an age-adjusted multivitamin with a broad spectrum of nutrients that help protect the health of adults 50+.”⁹

18. In an effort to convince consumers that its Products are scientifically supported, Defendant boasts on its website about Centrum’s exclusive use in the Physicians’ Health Study (PHS) II, which “evaluated the long-term health benefits of taking multivitamins for men age 50 and older.”¹⁰ Additionally, Defendant referred to this study as “landmark” in its 2012 Annual Report to investors.¹¹

19. Unfortunately for consumers, the scientific evidence affirmatively contradicts Defendant’s promises to provide positive health benefits. Accordingly, such representations are unfair, unjust, false, misleading, and deceptive.

20. In a recent editorial titled *Enough is Enough: Stop Wasting Money on Vitamin and Mineral Supplements*, published in the *Annals of Internal Medicine*, the authors—after reviewing

⁹ Centrum website, <http://www.centrum.com/centrum-silver-adults-50-plus#tablets> (last visited Dec. 19, 2013).

¹⁰ Centrum website, <http://www.centrum.com/physicians-health-study> (last visited Dec. 19, 2013).

¹¹ Pfizer, *Annual Report* (2012), available at http://www.pfizer.com/files/investors/financial_reports/annual_reports/2012/leading-products.html

the credible and reliable science-based evidence on point—stated unequivocally, “. . . we believe that the case is closed—supplementing the diet of well-nourished adults with (most) mineral or vitamin supplements *has no clear benefit* and might even be harmful.”¹² The authors, five physicians, noted that the “landmark” study Defendant relies upon found no benefit in taking Centrum, “. . . there were no differences between the multivitamin and placebo groups in overall cognitive performance or verbal memory.”¹³

21. The findings of the PHS II study, referenced above, were published in an article titled “*Long-Term Multivitamin Supplementation and Cognitive Function in Men*” that also appeared in the *Annals of Internal Medicine*.¹⁴ As explained in the article, at the conclusion of a 12-year study, researchers found that their data “do[es] not provide support [for] use of multivitamin supplements in the prevention of cognitive decline.”¹⁵ Accordingly, scientific evidence specifically refutes the promises on Centrum’s labels.

22. A third study was published in the *Annals of Internal Medicine* titled “*Vitamin and Mineral Supplements in the Primary Prevention of Cardiovascular Disease and Cancer: An Updated Systemic Evidence Review for the U.S. Preventive Services Task Force*.”¹⁶ Researchers evaluated the data from 26 individual studies that examined the benefits and harms of vitamin and

¹² Gullar at 851. (emphasis added)

¹³ *Id.* at 850.

¹⁴ Francine Grodstein, et al., *Long-Term Multivitamin Supplementation and Cognitive Function in Men*, 159 *Annals of Internal Medicine* 806 (2013).

¹⁵ *Id.* at 813.

¹⁶ Stephen P. Fortmann, et al., *Vitamin and Mineral Supplements in the Primary Prevention of Cardiovascular Disease and Cancer: An Updated Systemic Evidence Review for the U.S. Preventive Services Task Force*, 159 *Annals of Internal Medicine* 824 (2013).

mineral supplements on 352,311 subjects. The studies evaluated the effects of supplementation on rates of Cardiovascular Disease and Cancer. The researchers concluded that there was “no evidence of an effect of nutritional doses of vitamins and minerals on CVD [cardiovascular disease], cancer or mortality in health individuals without known nutritional deficiencies.”¹⁷

23. In a fourth study in the *Annals of Internal Medicine* titled “*Oral High-Dose Multivitamins and Minerals after Myocardial Infarction*”¹⁸ researchers found no significant reduction in cardiovascular events in patients treated with a regiment of multivitamins after an heart attack. In this study 1708 patients who had recently suffered a heart attack were randomly assigned to either receive a high dose of multivitamin/mineral supplement or to a placebo group. Subjects were followed until the time of their death. Researchers concluded that “a 28-component, high-dose oral multivitamin and multimineral regimen used as secondary prevention in patients who have had [heart attacks] did not statistically reduce cardiovascular events.”¹⁹ This further shows that Centrum is incapable of providing the positive health benefits Defendant claims it provides.

24. A Harvard Medical School special health report observed that vitamins and supplements are incapable of “bolstering immunity.”²⁰ “There isn’t any evidence-based science behind the concept of ‘boosting’ immunity beyond what our finely tuned immune system already

¹⁷ *Id.* at 831-32.

¹⁸Gervasio A. Lamas, et al., *Oral High-Dose Multivitamins and Minerals after Myocardial Infarction*, 159 *Annals of Internal Medicine* 797 (2013).

¹⁹ *Id.* at 801.

²⁰ Starnbach, Michael N. (ed.), *The Truth About Your Immune System*, Harvard Medical School Special Health Report, 2010 (“Harvard Report”), at 29, available at http://www.health.harvard.edu/special_health_reports/the-truth-about-your-immune-system.

provides.”²¹ Furthermore, the Harvard Report explained, “it is an unwarranted stretch of logic to claim that ingesting more of these vitamins will translate into better immune function.”²² Thus the scientific evidence shows that Centrum’s claimed “immunity” health benefit is untrue.

25. As detailed above, science-based evidence contradicts the promises made on the Centrum’s labels.

26. A reasonable consumer purchases Centrum believing that it will provide the benefits as so promised. Accordingly, a reasonable consumer would be deceived by Centrum’s false and misleading claims because the science-based evidence directly contradicts Centrum’s promises.

27. As described in the preceding paragraphs, everything about the labeling of Centrum is calculated to create consumer belief that it provides positive health benefits and unequivocally demonstrates Defendant’s intent to so persuade the consumer.

28. Defendant’s false representations about Centrum are material in that they induced Plaintiff and the class members to purchase Centrum. Plaintiff and the class members would not have purchased Centrum had they known the true facts about the Products.

29. Plaintiff and other members of the class will continue to suffer injury if Defendant’s deceptive conduct is not enjoined. To prevent future injury to Plaintiff and the class members, Defendant must change Centrum’s labels to remove all deceptive and misleading statements, or take such other actions as the Court deems just and proper.

²¹ *Id.* at 28.

²² *Id.*

PLAINTIFF'S CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23. Plaintiff seeks to represent a class ("Class") consisting of:

All persons who purchased Centrum during the period of December 27, 2007, to the date of class certification (the "Class Period") for their own or household use rather than resale or distribution. Excluded from the Class are Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel, and their immediate families.

31. In the alternative, Plaintiff seeks to represent a class (the "Illinois Class") consisting of all Illinois residents who purchased Centrum during the Class Period for their own or household use rather than resale or distribution, excluding Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel and their immediate families; and Plaintiff seeks to represent a class (the "New York Class") consisting of all New York residents who purchased Centrum during the Class Period for their own or household use rather than resale or distribution, excluding Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel and their immediate families.

32. For purposes of this Complaint, the phrase "Class Members" refers collectively to all members of the Class, the Illinois Class, and the New York Class, including Plaintiff.

33. This action has been brought and may properly be maintained as a class action against Defendant pursuant to the provisions of Federal Rule of Civil Procedure 23 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

34. The requirements of Rule 23 are satisfied because:

- a. Numerosity: The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of class members is presently unknown to Plaintiff, Defendant's volume of sales indicates that the number of Class members would make joinder impracticable.
- b. Commonality: The questions of law and fact that predominate over questions which may affect individual Class members include the following:
 - 1) Whether Defendant materially misrepresented the positive health benefits of Centrum;
 - 2) Whether Defendant's misrepresentations and omissions were material to reasonable consumers;
 - 3) Whether Defendant's marketing, advertising, packaging, labeling, distributing, and selling of Centrum constitute unfair, unlawful, or fraudulent practices;
 - 4) Whether marketing, advertising, packaging, labeling, distributing, and selling Centrum constitutes false advertising;
 - 5) Whether Defendant's conduct described above injured consumers and, if so, the extent of the injury; and
 - 6) Whether, and to what extent, injunctive relief should be imposed on Defendant to prevent such conduct in the future.
- c. Typicality: Plaintiff's claims are typical of the claims of the Class because Plaintiff suffered from the same harm as the Class in that Plaintiff purchased products during the Class Period, based on a misleading and deceptive label

that was the same regardless of where the products were purchased, that did not deliver what it promised. Moreover, Defendant made the same false and misleading representations and omissions to the Class members on the label of the product. Thus, Plaintiff and other members of the Class sustained the same injuries and damages arising out of Defendant's conduct in violation of Illinois and New York law. Plaintiff does not have any interests antagonistic to or in conflict with the Class.

- d. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. No conflicts of interest exist between Plaintiff and the Class members. Plaintiff has retained competent counsel experienced in class action litigation and intends to prosecute this action vigorously.
- e. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Since the damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged, while an important public interest will be served by addressing the matter as a class action.

35. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

36. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION
Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act,
815 ILCS Section 505/1, et seq.

37. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

38. Defendant engaged in unfair and/or deceptive acts and practices, by among other things, labeling Centrum in a deceptive and misleading manner by stating that the Products are capable of providing positive health benefits.

39. At all times material, Defendant engaged in a scheme of labeling Centrum as capable of providing positive health benefits when, in fact, Defendant knew that these representations were false and misleading. In engaging in this conduct, Defendant misrepresented an important characteristic of Centrum Products – i.e., that they are capable of providing positive health benefits. Defendant intended that Plaintiff and members of the Class rely on its deceptive acts and misrepresentations, and Plaintiff and the members of the Class were actually deceived by Defendant’s representations that the Products were capable of providing positive health benefits.

40. If not for Defendant’s deceptive and misleading representations, Plaintiff and members of the Class would not have purchased Centrum and/or paid a premium for the Products.

41. Defendant was able to sell large quantities of Centrum that it could not have sold absent its deceptive marketing, causing Plaintiff and the Class substantial injuries.

42. The misrepresentations made by Defendant described above, with intent that Plaintiff and the other members of the Class rely upon the deceptive acts and misrepresentations, constituted unfair and/or deceptive acts and practices occurring in the course of conduct involving trade or commerce within the meaning of 815 ILCS §505/1, *et seq.*

43. Defendant's misconduct in the course of trade and/or commerce offends public policy and is immoral, unethical, oppressive and/or unscrupulous and caused substantial injury to consumers.

44. Plaintiff and members of the Class suffered damages as a result of Defendant's deceptive and/or unfair acts. Accordingly, Plaintiff on behalf of himself and the other Class members, seeks monetary damages, punitive damages, attorneys' fees and costs and such other relief as set forth in the Illinois Consumer Fraud and Deceptive Business Practices Act.

SECOND CAUSE OF ACTION
(Violation of the New York General Business Law § 349)

45. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

46. Defendant engaged in false and misleading marketing concerning Centrum.

47. As fully alleged above, by advertising, marketing, distributing, and/or selling Centrum to Plaintiff and the other members of the Class, Defendant engaged in and continues to engage in deceptive acts and practices.

48. Plaintiff and the other members of the Class seek to enjoin such unlawful deceptive acts and practices as described above. Each of the Class members will be irreparably harmed unless the unlawful actions of the Defendant are enjoined in that Defendant will continue to falsely

and misleadingly advertise the health benefits of its Products. Towards that end, Plaintiff and the Class request an order granting them injunctive relief, including an order prohibiting Defendant from making health benefit claims regarding its Centrum products and requiring Defendant to issue corrective advertising stating its products cannot provide the positive health benefits it has previously claimed.

49. Absent injunctive relief, Defendant will continue to manufacture and sell Centrum as products that can provide positive health benefits.

50. In this regard, Defendant has violated, and continues to violate, section 349 of the New York General Business Law (GBL), which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant's violation of GBL § 349 as described above, Plaintiff and the other members of the Class have suffered damages in an amount to be determined at trial.

51. Therefore, Plaintiff prays for relief as set forth below.

THIRD CAUSE OF ACTION
(Unjust Enrichment under New York Common Law)

52. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

53. As a result of Defendant's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of Centrum, Defendant was enriched, at the expense of Plaintiff and the other Class members through the payment of the purchase price for Centrum.

54. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that it received from Plaintiff and the other Class members in light of the fact that the Centrum purchased by Plaintiff and the other Class members was not what Defendant purported it to be. Thus, it would be unjust or inequitable for Defendant

to retain the benefit without restitution to Plaintiff and the other Class members for the monies paid to Defendant for such products.

55. Therefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment as requested above against Defendant and further prays for:

- (a) An order certifying the Class proposed in this Complaint and appointing Plaintiff and his counsel to represent the Class and requiring Defendant to bear the cost of class notice (or alternatively, certifying the New York and Illinois Classes proposed in this Complaint and appointing Plaintiff and his counsel to represent the respective Classes and requiring Defendant to bear the cost of class notice);
- (b) Restitution and/or disgorgement of amounts paid by Plaintiff and the other members of the Class(es) for the purchase of Centrum, together with interest from the date of payment;
- (c) Actual damages;
- (d) An order granting monetary and injunctive relief pursuant to 815 ILCS §505/1;
- (e) An order granting monetary and injunctive relief pursuant to GBL § 349;
- (f) An order granting injunctive relief requiring Defendant to stop making positive health benefit claims for its Centrum products and requiring other appropriate disclosures and disclaimers on the labeling, distributing, and selling of Centrum;
- (g) Statutory prejudgment interest;
- (h) Reasonable attorneys' fees and the costs of this action;
- (i) Other legal and equitable relief under the causes of action stated herein; and

(j) Such other relief at this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: December 27, 2013

Respectfully submitted,

/s/ Michael R. Reese

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Counsel for Plaintiff and the Proposed Class

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

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

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

DEFENDANTS

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

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

Attorneys (If Known)

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE _____

SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, _____, counsel for _____, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,

the complaint seeks injunctive relief,

the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? _____
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? _____
 - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? _____

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: _____