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FILED
U.S. DISTRICT COURT
DISTRICT OF WYOMING
2018 MAY -3 AM 9:41
STEPHAN HARRIS, CLERK
CASPER

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

ROBERT A. ZIEGLER, INDIVIDUALLY)
AND ON BEHALF OF A CLASS OF)
SIMILARLY SITUATED PERSONS,)

Plaintiff,)

v.)

Civil Action No.: 18-CV-71-SWS

RICHARD P. DALE, JR.; SENIOR)
HEALTHCARE PARTNERS, LLC;)
BUFFETT SENIOR HEALTHCARE)
CORP.; RJR INSURANCE SERVICES,)
INC.,)

Defendants.)

**INDIVIDUAL AND CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

I. INTRODUCTION

1. This case arises from widespread fraudulent business practices that Defendants carried out on some of society's most vulnerable members across the country.

2. Specifically targeting elderly individuals and couples, Defendants sent agents to their homes promising comprehensive Medicare supplement programs that included lifetime MASA air ambulance benefits for the purchasers and their designated beneficiaries. Swayed by the MASA benefits, elderly individuals and couples purchased one-time payment plans from Defendants, only to later realize that they had been duped. In reality, none of these plans included

Receipt # 45007074
Summons: 4 issued
_____ not issued

any MASA benefits. Thus, elderly individuals and couples across the country are left having made large one-time payments on the promise of receiving benefits that Defendants knew they would never receive.

3. To hold Defendants accountable for their misconduct, Plaintiff seeks to represent a nationwide class of individuals that purchased these fraudulent policies.

II. PARTIES

4. Robert A. Ziegler is a citizen and resident of the State of Wyoming and purchased a “MySHP” Medicare supplement policy with Defendants’ promise that it included lifetime benefits for MASA air ambulance transportation for himself and his spouse, plus a beneficiary to inherit the benefits.

5. Defendant Richard P. Dale, Jr., is a citizen and resident of the State of Texas and does business as Buffett Senior Healthcare Corp.; RJR Insurance Services, Inc.; and Senior Healthcare Partners, LLC, with his principal place of business in Dallas, Texas.

6. Defendant Buffett Senior Healthcare Corp. (“BSH”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Dallas, Texas. Dale is the owner of BSH.

7. Defendant RJR Insurance Services, Inc. (“RJR”) is a corporation organized and existing under the laws of the State of Texas, with its principal place of business in Dallas, Texas. Dale is the owner of RJR.

8. Defendant Senior Healthcare Partners, LLC (“SHP”) is a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business in Dallas, Texas. Dale is the owner of SHP.

III. JURISDICTION AND VENUE

9. This court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as there is minimal diversity between Plaintiffs and Class Members and the Defendants, and the amount in controversy exceeds \$5,000,000.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the events and omissions giving rise to Plaintiff's and Class Members' claims occurred in this District.

IV. STATEMENT OF FACTS

11. Defendants hire agents to solicit and sell Medicare supplement plans on behalf of certain insurance carriers to individuals across the United States.

12. Defendants also offer a Medicare supplement program called My Senior Healthcare Partners ("MySHP"). Defendants advertise MySHP as including comprehensive prescription drug, dental, and even pet medication benefits. Defendants also claim that MySHP plans include Medical Air Services Association ("MASA") benefits.

13. MASA provides various types of air ambulance transportation to beneficiaries who need, e.g., emergency care for serious injuries or specialized care not locally available.¹ On its website, MASA offers lifetime benefit plans for a single person for a one-time payment of \$3,390.² The price increases to \$4,490 if an applicant adds their spouse.³ MASA lifetime benefits do not pass to policyholders' heirs by inheritance.

14. MASA coverage can be particularly cost effective where needed, as air ambulance transportation can cost upwards of \$50,000 and is rarely covered by health insurance or Medicare. It is likewise attractive to individuals who live in remote locations.

¹ MASA Assist, Benefits, *available at* <https://www.masaassist.com/benefits> (last visited April 13, 2018).

² MASA Assist, MASA Lifetime Membership Application, *available at* <https://www.masaassist.com/mts/lifetime> (last visited April 13, 2018).

³ *Id.*

15. Taking advantage of the MASA plans' appeal, Defendants devised a scheme to dupe individuals across the country into buying MySHP policies by offering non-existent MASA coverage.

16. Specifically targeting elderly individuals—some of society's most vulnerable members—Defendants sent agents to homes and offered Medicare supplements with MASA plans. Specifically, Defendants offered MySHP plans that included MASA benefits (a) for life, (b) plus an additional heir to inherit the benefits for their own lifetime, (c) in addition to all other SHP benefits⁴, and (d) for a total cost of for \$1,299 for one person or \$1,599 for two.

17. Through standard uniform contracts, Defendants directed their victims to check one of four boxes selecting their lifetime coverage:

- (1) "One Payment of \$1299.00 for all MySHP benefits including MASA benefits, for life, for one person plus beneficiary";
- (2) "12 Monthly Bank Payments of \$99.00 includes all benefits excluding MASA, for life, for one person plus beneficiary";
- (3) "One Payment of \$1599.00 includes all MySHP benefits including MASA benefits, for life, for two people plus beneficiary"; or
- (4) "12 Monthly Bank Payments of \$129.00 includes all benefits excluding MASA, for life, for two people plus beneficiary[.]"

(See SHP Standard Contract, attached hereto as Exhibit "A") (emphasis in original). The bottom of the contract included a space for Defendants' victims to identify their beneficiary heirs and specifically asked "Who will receive your inheritance?" (See *id.*). The contract further promises,

Membership dues never increase, benefit(s) never decrease! Once joined, your dues are locked in for as long as your membership remains in force. All future enhancements to your particular benefit (or benefits) will be available without additional dues!

⁴ These include various prescription drug, pet medication, dental, chiropractic, eyewear, home delivery hearing aid and service, vitamin and nutritional supplement, and meals on wheels benefits. (See SHP Standard Contract, Exhibit "A").

(*See id.*) (emphasis in original).

18. Such was the case for Plaintiff. In the spring of 2017, Plaintiff met with a BSH agent to discuss MySHP plans and their MASA benefits. Plaintiff received the standard, uniform contract attached and discussed above, and on March 23, 2017 selected and paid for a one-time \$1,599 plan for himself, his wife, and his granddaughter as beneficiary.

19. Having never received any card for the MySHP policy for several months, Plaintiff reached out to the agent, who then investigated the matter. After additional months passed—still without receiving any card from any Defendant—the agent told Plaintiff that they had all been fooled, as the MySHP policies had no MASA benefits whatsoever.

20. Having still received no card from any Defendant, Plaintiff has not made use of any purported MySHP benefits. Moreover, Plaintiff and his spouse have been forced to purchase another air ambulance policy.

21. To this day, Defendants still advertise the same policies on the MySHP website and also state, “NOTE: 1299 and 1599 [plans] can be passed down as an inheritance to the ones you care about most.”⁵

22. In reality, MySHP plans did *not* include *any* MASA benefits, much less capable of inheritance.

23. Despite not providing any MASA benefits, Defendants exploited elderly individuals’ vulnerable positions and lured them into making one-time payments based on Defendants’ misrepresentation to the contrary.

⁵ My Senior Healthcare Partners, *1299, 1599, and Monthly Plans*, available at <http://myseniorhealthcarepartners.us/myshp-12991599/#> (last visited April 19, 2018).

24. After agreeing to purchase SHP policies “including MASA benefits” and paying either \$1,299 or \$1,599 in exchange, Plaintiff and Class Members bought “lifetime” MySHP policies with large, one-time payments and are left without the benefit of their bargain.

V. CLASS ALLEGATIONS

25. Plaintiff Robert Ziegler, individually, and for the Class defined herein, incorporates by reference all preceding paragraphs as though fully set forth herein.

26. Plaintiff brings this case individually, and as a class action pursuant to Fed. R. Civ. P. 23, on behalf of purchasers nationwide of one-time payment, lifetime MySHP policies with MASA benefits.

27. Plaintiff seeks to represent the following Class:

Nationwide MySHP Purchaser Class

All persons in the United States who purchased one-time payment MySHP policies with MASA benefits, for life, plus a beneficiary.

28. Excluded from the Class are the following:

- a. Any and all federal, state, or local governments, including but not limited to their department, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions;
- b. individuals, if any, who timely opt out of this proceeding using the correct protocol for opting out;
- c. current or former employees of any Defendant;
- d. individuals, if any, who have previously settled or compromised claim(s); and
- e. any currently sitting federal judge and/or person within the third degree of consanguinity to any federal judge.

29. Plaintiff Robert A. Ziegler seeks to recover injunctive relief and damages on a Class-wide basis for himself and the Nationwide MySHP Purchaser Class.

30. Plaintiff may properly maintain this action as a class action for the following reasons.

31. **Numerosity:** Members of the Class are so numerous that individual joinder is impracticable. The proposed Class contains hundreds if not thousands of members. The Class is therefore sufficiently numerous to make joinder impracticable, if not impossible.

32. **Common Questions of Fact and Law Exist:** Common questions of fact and law exist as to all Class Members, including: whether the one-time payment, lifetime MySHP policies with MASA benefits actually included MASA benefits; whether the failure to provide lifetime MASA benefits as stated on the contract is a breach; and/or whether the failure to provide lifetime MASA benefits as stated on the contract is a fraudulent misrepresentation.

33. **Typicality:** Plaintiff's claims are typical of the claims of Class Members. The injuries sustained by Plaintiff and the Class flow, in each instance, from a common nucleus of operative facts based on Defendants' uniform misconduct as set forth above. The defenses, if any, that will be asserted against Plaintiff's claims will be similar to the defenses that will be asserted, if any, against the claims of Class Members.

34. **Adequacy:** Plaintiff is an adequate representative of the Classes because his interests do not conflict with the interests of the Classes—all seek redress for the same unlawful conduct by Defendants. Plaintiff's retained Counsel are competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Classes will be fairly and adequately protected by Plaintiff and his Counsel. Plaintiff's claims, like those of the Class, are antagonistic to Defendants.

35. **Predominance:** Common questions of fact and law predominate over any questions affecting individual Class Members.

36. **Superiority:** A class action is superior to other available means of fair and efficient adjudication. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' misconduct. Moreover, individual joinder of all Class Members is impracticable, if not impossible, because many Class Members are located throughout the United States. It would be virtually impossible for all Class Members to effectively redress these wrongs on an individual basis. Therefore, a class action is the only reasonable means by which Plaintiffs and the Class may pursue their claims. Moreover, even if the Class Members could afford such individual litigation, the court system could not. Individualized litigation of complex legal and factual issues of this case increases the delay and expense to all parties, and to the court system. By contrast, a class action alleviates management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Fraud

37. Plaintiff, individually and for the Nationwide MySHP Purchaser Class, re-alleges and incorporates by reference all the allegations contained in paragraphs above as if fully set forth herein.

38. Defendants sent agents to Plaintiff and Class Members' homes across the country with standard contracts stating that Plaintiff and Class Members would, in exchange for either \$1299.00 or \$1599.00, receive "MASA benefits, for life, . . . plus a beneficiary."

39. Defendants' representations were false, and Defendants knew they were false.

40. Defendants made these misrepresentations intentionally and intended that Plaintiffs and Class Members rely on the misrepresentations.

41. Plaintiffs and Class Members reasonably and justifiably relied to their detriment on Defendants' misrepresentations.

42. Plaintiffs and Class Members' reliance on Defendants' representations were a substantial factor in causing their harm.

43. As a proximate result of Defendants' misrepresentations, Plaintiffs and Class Members were damaged in an amount to be proven at trial.

SECOND CAUSE OF ACTION
Breach of Contract

44. Plaintiff, individually and for the Nationwide MySHP Purchaser Class, re-alleges and incorporates by reference all the allegations contained in paragraphs above as if fully set forth herein.

45. Contracts exist between Plaintiff, Class Members, and Defendants. Plaintiff and Class Members entered into agreements with Defendants for lifetime MySHP benefits plus MASA benefits for either one or two persons, plus a beneficiary to inherit the benefits, for which Plaintiff and Class Members paid either \$1299.00 or \$1599.00, respectively.

46. Under the terms of Plaintiff's and Class Members' contracts, they were entitled to receive the benefits that they paid for.

47. Plaintiff and Class Members performed all, or substantially all, of their duties required under their agreements with Defendants, including the payment amount for the benefits.

48. Defendants breached the terms of their standardized contracts by failing to provide the MASA benefits for which Plaintiff and Class Members paid.

49. As a result of Defendants' breach of their contracts, Plaintiff and Class Members have been damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing

50. Plaintiff, individually and for the Nationwide MySHP Purchaser Class, re-alleges and incorporates by reference all the allegations contained in paragraphs above as if fully set forth herein.

51. The law implies a covenant of good faith and fair dealing in every contract.

52. Defendants violated this covenant of good faith and fair dealing in their contracts with Plaintiff and Class Members by, *inter alia*, misrepresenting to Plaintiffs and Class Members that MySHP plans included MASA benefits, for life, plus a beneficiary in exchange for \$1299.00 or \$1599.00.

53. Plaintiff and Class Members performed all, or substantially all, of their duties required under their agreements with Defendants, including the payment amount for the benefits.

54. Defendants did not provide the promised benefits under the contracts.

55. Plaintiff and Class Members have been damaged by Defendants' breach of the implied covenant of good faith and fair dealing in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
Unjust Enrichment

56. Plaintiff, individually and for the Nationwide MySHP Purchaser Class, re-alleges and incorporates by reference all the allegations contained in paragraphs above as if fully set forth herein.

57. Plaintiff and Class Members have conferred a benefit upon Defendants, and Defendants have received and retained money from affiliates, all of which belong to Plaintiffs and Class Members as a result of Defendants' misconduct as described above.

58. Defendants appreciate or have knowledge of the benefit.

59. Under principles of equity and good conscience, Defendants should not be permitted to retain money belonging to Plaintiff and Class Members that it unjustly received as a result of Defendants' misconduct.

60. As a direct and proximate result of Defendants' misconduct, Plaintiff and Class Members have suffered damage and are entitled to monetary damages in an amount to be determined at trial.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of the Class identified herein, seeks the following relief:

A. An order certifying a Nationwide MySHP Purchaser Class and appointing Plaintiff Robert A. Ziegler and his counsel to represent the Class;

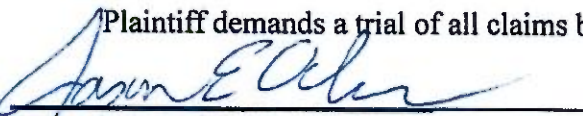
B. An order awarding Plaintiff and Class Members all lawful damages, including compensatory, consequential, and punitive, as to the appropriate causes of action;

C. An order awarding Plaintiff and Class Members pre-judgment and post-judgment interest, as well as reasonable attorneys' fees and expert witness fees and other costs as may be applicable; and

D. An order awarding such other and further relief as this Court may deem just and proper.

VIII. JURY DEMAND

Plaintiff demands a trial of all claims by a jury.



Jason E. Ochs (WBN: 7-4965)

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Telephone: (307) 739-3959
Facsimile: (307) 235-6910

/s Ryan Lutz

Hirlye R. "Ryan" Lutz, III (to apply *Pro Hac Vice*)
F. Jerome Tapley (to apply *Pro Hac Vice*)
Adam W. Pittman (to apply *Pro Hac Vice*)
Brett C. Thompson (to apply *Pro Hac Vice*)

CORY WATSON, P.C.

2131 Magnolia Avenue South
Birmingham, Alabama 35205
Telephone: (205) 328-2200
Facsimile: (205) 324-7896

Exhibit A

Partners®

1341 W Mockingbird Lane, Suite 600W, Dallas, TX 75247

Customer Service (800) 933-7231

MySeniorHealthcarePartners.us/contact-us

Member 1 Name: Robert A Ziegler	Member 2 Name: (Lifetime Only) AMY L ZIEGLER	Member 1 Date of Birth: [REDACTED]	Member 2 Date of Birth: [REDACTED]
Member 1 Social Security #: [REDACTED]	Member 2 Social Security #: [REDACTED]	Member 1 Gender: MALE	Member 2 Gender: FEMALE
Mailing Address: [REDACTED]	City: [REDACTED]	Member(s) Email Address(s): [REDACTED]	
State and Zip Code: [REDACTED]		Home Phone: [REDACTED]	

Choose Your Benefits (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> MY Universal Prescription Drug Benefits (\$10.00 per month) | <input type="checkbox"/> MY Chiropractic & Alternative Medicine (\$10.00 per month) |
| <input type="checkbox"/> MY Specialized Prescription Drug Benefits (\$30.00 per month) | <input type="checkbox"/> MY Medical Air Assist (MASA) (\$30.00 per month) |
| <input type="checkbox"/> MY Insulin Dependent RX & Diabetic Prescription Drug Plan (\$30.00 per month) | <input type="checkbox"/> MY E-Cigs Plan Benefits (\$10.00 per month) |
| <input type="checkbox"/> MY Low T. (\$10.00 per month for all four benefits) | <input type="checkbox"/> MY Eyewear Benefit (\$10.00 per month) |
| <input checked="" type="checkbox"/> MY E.D. Prescription Drug Plan | <input type="checkbox"/> MY Home Delivery Hearing Aid and Hearing Aid Service Plan (\$10.00 per month) |
| <input checked="" type="checkbox"/> MY Female E.D. Prescription Drug Plan | <input type="checkbox"/> MY Vitamin and Nutritional Supplements Plan (\$10.00 per month) |
| <input checked="" type="checkbox"/> MY #1 Dating Community for Seniors | <input type="checkbox"/> MY Meals on Wheels (\$10.00 per month) |
| <input type="checkbox"/> MY Pet Medication Plan (\$10.00 per month) | |
| <input type="checkbox"/> MY SHP Dental & Dentures Benefit (\$30.00 per month) | |

Choose Your Payment Mode (5 Payment Options: Monthly, \$1299/\$1599 Paid-Up, or 12-Month Paid-Up)

- ☐ Total Monthly Payments \$ _____ (reoccurring automatic monthly bank payment or optional annual payment)
- ☐ One Payment of \$1299.00 for all MySHP benefits including MASA benefits, for life, for one person plus beneficiary*
- ☐ 12 Monthly Bank Payments of \$99.00 includes all benefits excluding MASA, for life, for one person plus beneficiary*
- ☒ One Payment of \$1599.00 includes all MySHP benefits including MASA benefits, for life, for two people plus beneficiary*
- ☐ 12 Monthly Bank Payments of \$129.00 includes all benefits excluding MASA, for life, for two people plus beneficiary*

Lifetime Member Beneficiary – Who Will Receive Your Inheritance?*

*Name [REDACTED] *Phone # [REDACTED]

*Address [REDACTED] *Email Address: [REDACTED]

*Required Beneficiary Information, ONLY applicable to Lifetime Members (\$1299/\$1599 & 12-months paid-up members)

Since Senior Healthcare Partners' is NOT insurance, there are no forms to file and no waiting periods. My Senior Healthcare Partners is not sponsored by or endorsed by Medicare or any company. It is not necessary to apply for any insurance product as a prerequisite for My Senior Healthcare Partners' plan membership. A particular plan benefit may become unavailable in the future due to circumstances beyond the control of Senior Healthcare Partners'. Copyright © SHP 2017

Membership dues never increase, benefit(s) never decrease! Once joined, your dues are locked in for as long as your membership remains in force. All future enhancements to your particular benefit (or benefits) will be available without additional dues!

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

Robert A. Ziegler, individually and on behalf of a Class of Similarly Situated Persons

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Jason Ochs; Ochs Law Firm, P.C.,

690 U.S. 89, Ste. 204; Jackson, Wyoming 83001

(307) 739-3959

DEFENDANTS

Richard P. Dale, Jr.; Senior Healthcare Partners, LLC; Buffett Senior Healthcare Corp.; RJR Insurance Services, Inc.

County of Residence of First Listed Defendant Out-of-State

(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)

Citizen of This State ☒ 1

PTF DEF

☐ 1

Incorporated or Principal Place of Business In This State

PTF DEF

☐ 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	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 checked="" 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"/> 835 Patent - Abbreviated New Drug Application <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"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation - 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. 1332

Brief description of cause:

Fraud; breach of contract; good faith and fair dealing; unjust enrichment

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

5/3/18

SIGNATURE OF ATTORNEY OF RECORD

Jason Ochs

FOR OFFICE USE ONLY

RECEIPT

AS002074

AMOUNT

400.00

APPLYING IFP

JUDGE

MAG. JUDGE

Please wait...

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