

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

BRADLEY MEEHAN, *on behalf of himself
and those similarly situated,*

Plaintiff,

v.

ROADMASTER DRIVERS SCHOOL OF
PENNSYLVANIA, INC. and
ROADMASTER DRIVERS SCHOOL, INC.,

Defendants.

C.A. NO. _____

JURY TRIAL DEMANDED

COMPLAINT - CLASS ACTION

I. NATURE OF THE ACTION

1. Plaintiff brings this action on their own behalf and on behalf of all other persons similarly situated for damages arising from Defendants' violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* ("CPL"), breach of warranties and for unjust enrichment.

2. Through this lawsuit Plaintiff seeks, for himself and Class members, Defendants' disgorgement of tuition and fees paid to it, proportionate to the damages suffered by Plaintiff and members of the Class, including the loss of income, lost revenue, lost jobs, and other harm associated with not receiving the services they paid for.

3. Plaintiff also seeks damages relating to Defendants' passing off their Commercial Driving License training program as complete and capable of achieving a valid CDL license for students who complete the program.

II. THE PARTIES

4. Plaintiff Bradley Meehan is an adult individual and a citizen of the State of New York, residing at 4 Eugene Drive, Kings Park, NY 11754.

6. Plaintiff paid approximately \$7,000 in tuition, fees and various other costs to Defendants for the training program.

7. Defendant Roadmaster Drivers School of Pennsylvania, Inc. (“RDSPA”) is a business entity incorporated in the Commonwealth of Pennsylvania with its principal place of business at 4219 Fritch Drive, Bethlehem, PA 18020.

8. Defendant Roadmaster Drivers School, Inc. is incorporated in Florida and maintains its principal place of business in Florida. It also owns, operates, and manages several CDL Training Schools across the United States, including locations attended by Plaintiff and Class members. One such location lies within the Eastern District of Pennsylvania at 4219 Fritch Drive, Bethlehem, PA 18020, and is the location Plaintiff attended for CDL training.

III. JURISDICTION AND VENUE

9. The Court has original jurisdiction of this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because at least one member of the Class, as defined below, is a citizen of a different state than Defendants, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds five million dollars (\$5,000,000.00), exclusive of interest and costs.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the incidents giving rise to the claims herein occurred in this District.

11. The Court has personal jurisdiction over Defendants because the acts and transactions giving rise to this action occurred in this district, and because Defendants conducts substantial business in this district. Furthermore, Defendant RDSPA resides in this district.

IV. FACTUAL ALLEGATIONS

12. Established in 1992, Roadmaster Drivers School, Inc. (“Roadmaster”) owns, operates, and manages many Commercial Drivers License (“CDL”) Training Schools across the United States, including RDSPA and locations attended by Plaintiff and Class members.

13. Roadmaster holds itself out to the public as being a premier CDL training facility, and Roadmaster markets and advertises its reputation, history, experience, and quality of service in advertising and promotional materials provided to customers and the public at large.

14. Indeed, as part of its promotional materials and marketing, Roadmaster represents that it is “an industry-leading **CDL training school** that provides experienced truck driving school instructors and offers students comprehensive **CDL classes** and behind-the-wheel truck driving education so they are fully prepared to start their new job in the trucking industry.”

15. Roadmaster operates numerous teaching and service locations throughout the United States, including the location attended by Plaintiff at 4219 Fritch Drive, Bethlehem, Pennsylvania.

16. Through those facilities and services, Roadmaster offered, advertised and contracted services to students from local areas and neighboring states.

17. Students, including Plaintiff, and Roadmaster contracted for training and instruction services, including for those associated with obtaining a CDL.

18. Students, including Plaintiff, enrolled at Roadmaster contracted for, and expected to receive, the quality CDL training they were promised in the advertising and marketing Roadmaster disseminated.

19. Roadmaster marketed and represented that it had the required teachers, training, protocols, and government certifications to train and teach students in the manner sufficient to obtain a CDL.

20. Roadmaster contracted for, represented to provide, and was obligated to provide students with certified CDL license testing, in compliance with the requirements of various state entities, including the Pennsylvania Department of Transportation (“PennDOT”) rules

and regulations.

21. On or about July 15, 2022, graduates of Roadmaster, including Plaintiff, received a letter from various government entities, including PennDOT, informing them that their CDL licenses were improperly issued, and that Roadmaster had not complied with governmental regulations, and that students (like Plaintiff) must retake their CDL exam or would lose their license.

22. Defendants breached their contractual obligations to students, like Plaintiff, and were unjustly enriched because students paid for specific services they never received and were required to spend monies for services that were not provided.

23. Defendants failed to provide CDL testing that complied with governmental regulations.

24. Students such as Plaintiff were harmed as a result of Defendants' actions, including the loss of income, lost revenue, lost jobs, and other harm associated with not receiving the services they paid for.

25. During all relevant time periods, Defendants engaged in a pervasive, deceptive scheme, whereby Roadmaster induced customers into utilizing Defendants' services based on deceptive and inaccurate documents and provided documents to its customers that reflected services that were not actually provided.

26. As detailed below, the Plaintiff and Class members were unknowingly subjected to these deceptive business schemes by Defendants and its agents.

27. As a result, Defendants have financially damaged Plaintiff and the Class members. Plaintiff brings this suit because Plaintiff and the Class members did not receive the full value of the services for which they paid. They have lost the benefit of their bargain and/or suffered out-of-pocket loss and are entitled to recover compensatory damages, trebling where permitted, and attorneys' fees and costs.

28. Defendants are not entitled, by either contract or equitable principles, to pass the entire cost of its now-discovered invalid CDL testing process to its students. Plaintiff and the Class are entitled to a refund of the tuition, fees, and other related payments for educational and testing services that were advertised to lead to a valid Class A CDL license.

29. Plaintiff seeks, for himself and the Class, a return of the tuition, fees and other related costs, proportionate to the diminished value of classes and testing that led to the July 2022 revocation of their CDL licenses without further testing.

V. CLASS ACTION ALLEGATIONS

30. Plaintiff seeks to represent a Class defined as:

Any and all students, and any other person(s) who paid or caused to be paid tuition and/or fees or other related educational expenses to Defendants that later had their Commercial Drivers License declared to be improperly issued due to improper conduct during skills testing by an employee of Defendants.

Specifically excluded from the Class are Defendants, Defendants' officers, directors, trustees and agents, the judge assigned to this action, and any member of the judge's immediate family.

31. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint.

32. **Numerosity.** The members of the Class are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff reasonably estimates that there are thousands of members in the Class. Although the precise number of Class members is unknown to Plaintiff at this time, the true number of Class members is known by Defendants and may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendants and third-party retailers and vendors.

33. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the Class and predominate over

any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- a) whether Defendants accepted money from Class members in exchange for the promise to provide services;
- b) whether Defendants provided the services for which Class members contracted;
- c) whether Class members are entitled to a refund for that portion of the tuition and fees that was contracted for services that Defendants did not provide;
- d) whether Defendants are liable to Plaintiff and the Class for unjust enrichment.

34. **Typicality.** Plaintiff's claims are typical of the claims of the other members of the Class in that, among other things, all Class members were similarly situated and were comparably injured through Defendants' wrongful conduct as set forth herein. Further, there are no defenses available to Defendants that are unique to Plaintiff.

35. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel who are highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Class. Furthermore, Plaintiff has no interests that are antagonistic to those of the Class.

36. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendants. It would, thus, be virtually impossible for the Class on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized

litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

37. In the alternative, the Class may also be certified because:

a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the Defendants; and/or

b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

c) Defendants have acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

COUNT I

Violation of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*

38. Plaintiff restates, realleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

39. The conduct of the Defendants, as set forth above, constitutes an unfair and deceptive trade practice prohibited under the Pennsylvania Unfair Trade Practices and Consumer Protection Law in that Defendants have failed and/or refused to comply with its

written warranty to provide students with certified CDL license training in compliance with the requirements of various state entities including PennDOT, and has engaged in other deceptive conduct which creates a likelihood of confusion.

40. As a direct and proximate result of Defendants' unfair and deceptive trade practices, Plaintiff and the class have suffered ascertainable losses and are entitled to the remedies prayed for above and recapitulated in the prayer for relief below.

COUNT II

Breach of Contract

41. Plaintiff restates, realleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

42. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendants.

43. Through the Enrollment Agreement and payment of tuition and fees, Plaintiff and each member of the Class entered into a binding contract with Defendants.

44. As part of the contract, and in exchange for the aforementioned consideration, Defendants promised to provide CDL training and testing services that would, upon completion, result in a valid CDL license to Plaintiff and the members of the Class.

45. Plaintiff and Class members fulfilled their end of the bargain when they paid monies due and completed the training and testing provided by Defendants.

46. Defendants have failed to provide the contracted for services and has otherwise not performed under the contract as set forth above but has retained monies paid by Plaintiff and the Class.

47. Plaintiff and members of the Class have suffered damage as a direct and proximate result of Defendants' breach, including but not limited to the loss of a valid CDL license, lost income, lost revenue, lost jobs, and other harm associated with not receiving the services they paid for.

48. As a direct and proximate result of Defendants' breach, Plaintiff and the Class are entitled to damages, to be decided by the trier of fact in this action, to include but not be limited to reimbursement of certain tuition, fees, and other expenses that were collected by Defendants for services that Defendants failed to deliver.

COUNT III

Unjust Enrichment

49. Plaintiff restates, realleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

50. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendants, and in the alternative to Count I.

51. Plaintiff and members of the Class conferred a benefit on Defendants in the form of monies paid for CDL training and testing services. These payments for tuition and other various fees were intended to result in the students achieving a valid CDL license upon completion.

52. Defendants voluntarily accepted and retained this benefit by accepting payment.

53. Defendants have retained this benefit, even though they failed to provide the full education and testing services for which the tuition and fees were collected.

54. It would be unjust and inequitable for Defendants to retain benefits in excess of the services it provided, and Defendants should be required to disgorge any tuition, fees and related expenses that exceed the value of the services actually provided by Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seek judgment against Defendants as follows:

A. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;

B. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;

C. For actual, compensatory, and punitive damages in amounts to be determined by the Court and/or jury;

D. For prejudgment interest on all amounts awarded;

E. For an order of restitution and all other forms of equitable monetary relief;

F. For injunctive relief as pleaded or as the Court may deem proper; and

G. For an order awarding Plaintiff and the Class reasonable attorneys' fees and expenses and costs of suit; and

H. All other relief to which Plaintiff and members of the Class may be entitled by law or in equity.

Dated: October 26, 2022

/s/ James A. Francis

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**To Apply Pro Hac Vice*

Attorneys for Plaintiffs and the 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

Bradley Meehan

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

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

Francis Mailman Soumilas, P.C.; 1600 Market St., Ste. 2510; Philadelphia, PA 19103; (215) 735-8600

DEFENDANTS

Roadmaster Drivers School of Pennsylvania, Inc. and Roadmaster Drivers School, Inc.

County of Residence of First Listed Defendant Northampton Co., PA (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category contains a list of specific legal codes with checkboxes.

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): Class Action Fairness Act, 28 U.S.C. § 1332(d) Brief description of cause: Defendants breached contract for educational and testing services

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: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/26/2022 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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.

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 4 Eugene Drive, Kings Park, NY 11754
 Address of Defendant: 4219 Fritch Drive, Bethlehem, PA 18020
 Place of Accident, Incident or Transaction: 4219 Fritch Drive, Bethlehem, PA 18020

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/26/2022 _____ 77474
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FEHA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): _____
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, James A. Francis, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

DATE: 10/26/2022 _____ 77474
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.