

actions surreptitiously taken in their names, refund fees they were owed, or otherwise remedy the injuries that Defendants caused.

4. In fact, the Company's executives directed lower-level employees to create as many new accounts for Wells Fargo customers as they could. As a result of Defendants' policy, the Company has opened over a million accounts without the consent of Wells Fargo customers.

5. As a direct consequence of its illegal conduct, Defendants agreed to pay approximately \$190 million in fines to the Consumer Financial Protection Bureau ("CFPB"), the Office of the Comptroller of the Currency, and the City and County of Los Angeles. Unfortunately, only \$5 million of this \$190 million is supposed to be allocated to injured consumers, such as Plaintiff and the Class (defined below), and the only Wells Fargo consumers who may have the possibility to recover from this fund are those with narrowly defined economic harms.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction over all the claims pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because there are more than 100 Class members, many of whom are citizens of states other than the states in which Defendants are domiciled, and because the aggregate amount in controversy significantly exceeds \$5 million.

7. This Court has personal jurisdiction over Defendants because they have sufficient minimum contacts in New Jersey to render the exercise of jurisdiction by this Court proper. Defendants intentionally avail themselves of markets within New Jersey through the promotion, sale, marketing, and distribution of banking products and services in New Jersey. A substantial portion of the wrongdoing alleged herein occurred in New Jersey.

8. Venue is proper in the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(2) because a substantial portion of the illegal acts giving rise to this action occurred in this District. Wells Fargo has multiple bank locations in the District of New Jersey.

PARTIES

Plaintiff

9. Plaintiff Blanchard is, and at all times relevant hereto has been, an individual and a resident of Egg Harbor City, New Jersey.

Defendants

10. *Defendant Wells Fargo Bank, N.A.* (“Wells Fargo Bank”) is a national banking association chartered under the laws of the United States, with its primary place of business in Sioux Falls, South Dakota. Wells Fargo Bank provides Wells Fargo & Company’s personal and commercial banking services, and is Wells Fargo & Company’s principal subsidiary.

11. *Defendant Wells Fargo & Company* (“Wells Fargo & Co.”) is a Delaware corporation with its principal place of business in San Francisco, California. Wells Fargo & Co. provides banking, insurance, investment, mortgage, and financial products and services throughout the country.

FACTUAL ALLEGATIONS

12. Plaintiff Blanchard is and has been a Wells Fargo customer since 2005. Since opening a personal bank account with Wells Fargo, Blanchard learned that a new unauthorized account was opened by Defendants, causing overdrafts and the generation of unauthorized fees and penalties imposed by Wells Fargo and taken by it from his banking accounts with them.

13. Defendants’ stated goal is to get each customer to maintain numerous accounts with Wells Fargo. For example, a brochure published entitled *The Vision & Values: of Wells*

Fargo, Wells Fargo states: “Going for gr-eight,’ Our average retail banking household has about six products with us. We want to get to eight . . . and beyond. One of every four already has eight or more. Four of every 10 have six or more.”

14. In the Company’s 2014 Annual Report to the U.S. Securities and Exchange Commission (the “SEC”), Defendants boasts about their “products” per customer and their “cross-sell strategy.”

Our vision is to satisfy all our customers’ financial needs, help them succeed financially, be recognized as the premier financial services company in our markets and be one of America’s great companies. Important to our strategy to achieve this vision is to increase the number of our products our customers use and to offer them all of the financial products that fulfill their financial needs.

15. The Company’s 2014 Annual Report further stated in relevant part:

Our cross-sell strategy is to increase the number of products our customers use by offering them all of the financial products that satisfy their financial needs.

* * *

[W]e continued to maintain our solid customer relationships across the Company, with retail banking household cross-sell of 6.17 products per household (November 2014); Wholesale Banking cross-sell of 7.2 products per relationship (September 2014); and Wealth, Brokerage and Retirement cross-sell of 10.49 products per retail banking household (November 2014).

* * *

We believe there is more opportunity for cross-sell as we continue to earn more business from our customers. Our goal is eight products per household.

16. In order to achieve the Company’s goal of eight (8) accounts per household, Defendants imposed extreme and unrealistic pressure on its employees to open numerous accounts per customer.

17. Defendants had strict quotas regulating the number of daily “solutions” that Company employees must reach. These “solutions” include the opening of new banking and credit card accounts. The Company employees who could not reach their quotas were threatened with termination.

18. The quotas imposed by Defendants were not attainable because there were not enough customers entering each branch on a daily basis for bankers to meet their quotas through traditional means.

19. As a result, the Company’s employees resorted to alternative means to meet quotas, including using high pressure sales tactics to pressure customers into opening additional accounts and/or providing inaccurate or misleading information about potential accounts to pressure customers to open them.

20. The Company’s employees also engaged in certain tactics to increase their “solutions” to meet minimum quotas. These practices were so pervasive within the Company’s business model that some methods of gaming have been given their own names:

(a) “Sandbagging” refers to the Company’s practice of failing to open accounts when requested by customers, and instead accumulating a number of account applications to be opened at a later date. For example, upon information and belief, the Company’s employees would collect manual applications for various products, store them in an unsecured fashion, and belatedly open up the accounts in the next sales reporting period, frequently before or after banking hours, or on bank holidays such as New Year’s Day.

(b) “Pinning” refers to the Company’s practice of assigning (without customer permission) Personal Identification Numbers (“PINs”) to customer ATM card numbers with the

intention of, among other things, impersonating customers on the Company computers, and enrolling those customers in online banking and online bill-pay without the customers' consent.

(c) "Bundling" refers to the Company's practice of incorrectly informing customers that certain products are available only in packages with other products such as additional accounts, insurance, annuities, and retirement plans.

21. In testimony before the Senate Banking Committee on September 20, 2016, the Director of the CFPB testified that an investigation of Wells Fargo's practices:

[F]ound that, in order to meet sales goals and collect financial bonuses for themselves, employees of the bank created unauthorized deposit and credit card accounts, enrolled consumers in online banking services, and ordered debit cards for consumers, all without their consent or even their knowledge. Some of these practices involved fake email accounts and phony PIN numbers.

22. The CFPB investigation reported that the Company's "fraudulent conduct occurred on a massive scale."

23. The CFPB also determined:

Wells Fargo opened 1,534,280 deposit accounts that may not have been authorized, including transferring funds from some customer accounts without their knowledge or consent. Wells Fargo also initiated applications for 565,443 credit card accounts that may not have been authorized, by using consumers' information without their knowledge or consent.

24. The CFPB concluded that Wells Fargo's practices "represent a staggering breach of trust."

25. The CFPB's investigation revealed that Defendants operated the largest identity theft organization in history, involving over 5,000 employees.

26. While Defendants has recently terminated over 5,300 employees who engaged in the practices described above, they rewarded individuals such as Ms. Carrie Tolstedt, who was the

Company's executive overseeing much of this behavior, and who was referred to as the "chief sandbagger," with a termination payment of more than \$124 million.

27. Despite blaming low-level employees and terminating approximately 5,300 of them, the CFPB concluded that:

The gravity and breadth of the fraud that occurred at Wells Fargo cannot be pushed aside as the stray misconduct of just a few bad apples.

* * *

Wells Fargo, [not its low-level employees], built and sustained a program where the bank and many of its employees served themselves instead, violating the basic ethics of a banking institution.

* * *

Wells Fargo, [not just its low-level employees], engaged in abusive conduct toward its customers and consumers.

28. Upon information and belief, Ms. Carrie Tolstedt was the Company executive in charge of the unit in which employees opened more than 2 million unauthorized customer accounts.

29. While acting as a Company executive, and while engaging in fraudulent practices, Ms. Tolstedt pushed "strong cross-selling ratios." Indeed, the Company singled out Ms. Tolstedt (and other executives) touting the Company's "expertise" in selling multiple products.

30. Even after determining that the problems existed for many years, the Company took no action to terminate the unlawful activities. In fact, the Company continued to promote and monetarily reward individuals who stole customer identities, opened fraudulent accounts, fabricated false emails and PIN numbers, and intentionally sold customers bundled accounts they did not need or desire.

31. Media outlets reported that Company employees opened over 1.5 million deposit accounts that may not have been authorized and that may have been funded through simulated funding, or transferring funds from consumers' existing accounts without their knowledge or consent.

32. The CFPB described the Company's "fraudulent practices" as "outrageous and abusive," and perpetrated by the Company on "an enormous scale."

33. In testimony before the Senate Banking Committee, the Los Angeles City Attorney testified that after conducting "numerous interviews with former Wells Fargo employees and Wells Fargo consumers," and "pour[ing] over public records, including voluminous court records from wrongful termination lawsuits former employees filed against Wells Fargo" that the Company had "victimized consumers by opening customer accounts, and issuing credit cards and other products, without authorization."

34. The most accurate way to describe the Company's practices is "identity theft" on a massive, systemic, organized scale.

35. Further, the Los Angeles City Attorney's investigation also determined that the Company "failed to notify customers that these accounts had been opened without their consent," and "made it difficult, if not impossible, for customers to receive accurate and clear information" regarding the fraudulent and unauthorized "opening of fee-generating customer accounts," and the addition of "unwanted secondary accounts and products, without customer permission." The Los Angeles City Attorney's investigation determined that many Company customers "were told that the unauthorized accounts would be closed, only to find later that they were not."

36. The Los Angeles City Attorney's investigation also "found a fundamental breach of trust by the Bank [Wells Fargo] through its misuse of consumers' personal information."

Among other things, the City Attorney found that the Company's customers' "personal and private information had been accessed by Wells Fargo in order to open unauthorized accounts."

37. The Los Angeles City Attorney's investigation also determined that the Company's customers had "money withdrawn from their authorized accounts to pay fees assessed by Wells Fargo on unauthorized accounts."

38. The Los Angeles City Attorney's investigation also determined that the Company's customers' "unauthorized accounts were sent to debt collection agencies, and derogatory notes were placed on their credit reports."

39. In addition, the Company's acts of opening unauthorized deposit accounts and engaging in simulated funding took advantage of consumers' inability to protect their interests in selecting or using consumer financial products or services, including interests in having an account opened only after affirmative agreement, protecting themselves from security and other risks, and avoiding associated fees.

40. Upon information and belief, the Company's analysis concluded that its employees submitted applications for 565,443 credit-card accounts that *may not have been* authorized by using consumers' information without their knowledge or consent. That analysis determined that roughly 14,000 of those accounts generated \$403,145 in fees to Wells Fargo. Fees incurred by consumers on such accounts included annual fees and overdraft-protection fees, as well as associated finance or interest charges and other late fees.

41. By applying for and opening credit-card accounts using consumers' information without their knowledge, authorization or consent, the Company caused injury that was not reasonably avoidable, because it occurred without consumers' knowledge, and was not outweighed by countervailing benefits to consumers or competition.

42. In addition, the Company's acts of opening credit-card accounts using consumers' information without their knowledge or consent took unreasonable advantage of the consumers' inability to protect their interests in selecting or using a consumer financial product or service.

43. During the Class Period, the Company's employees also used email addresses not belonging to consumers to enroll consumers in online-banking services without their knowledge, authorization, or consent.

44. The Company's acts of enrolling consumers in online-banking services without their knowledge, authorization, or consent took unreasonable advantage of consumers' inability to protect their interests in selecting or using a consumer financial product or service, including interests in having these products or services activated only after affirmative agreement and authorization, and protecting themselves from security and other risks and unwarranted fees and penalties.

45. During the Class Period, the Company's employees requested debit cards and created PINs to activate them without consumers' knowledge, authorization or consent.

46. The Company has strict quotas regulating the number of daily "solutions" that its bankers must reach. These "solutions" include the opening of all new banking and credit card accounts. Upon information and belief, the Company managers would often tell Company employees to do whatever it takes to reach their quotas.

47. The Company employees who do not reach their quotas are often threatened with termination.

48. Further, the Company customers who complained about receiving credit cards they did not request were advised by the Company to destroy the unrequested and unauthorized

cards. However; destroying the unauthorized cards does not close the account nor repair the impact to a customer's credit profile.

49. In the practice known as "pinning," a Company banker would obtain a debit card number, and personally set the PIN, often to 0000, without customer authorization.

50. "Pinning" enabled a Company banker to enroll a customer in online banking, for which the banker would receive a solution (sales credit). To bypass computer prompts requiring customer contact information, bankers impersonate the customer online, and input false generic email addresses such as 1234@wellsfargo.com, [noname@wellsfargo.com](mailto:none@wellsfargo.com), or none@wellsfargo.com to ensure that the transaction is completed and that the customer remains unaware of the unauthorized activity.

51. Despite the Company's knowledge of gaming by its employees, it has done little, if anything, to terminate these practices, nor to reform the business model it created.

52. The Los Angeles City Attorney's investigation into the Company's practices complained of above found that:

There is a sacred trust that consumers put in their financial institutions – a faith that their hard-earned money will be safe and secure, and that their banks' actions will be in the best interests of customers like themselves. Wells Fargo broke that trust. We should all work to assure it never happens again.

53. On August 18, 2016, in a *CNNMoney* article entitled *Letter warned Wells Fargo of widespread fraud in 2007*, *CNNMoney* reported that it had obtained a 2007 letter addressed to Stumpf that warned of widespread "unethical (and illegal) activity" inside Wells Fargo and the "routine deception and fraudulent exploitation of our clients." The *CNNMoney* article stated:

The letter was written by a Wells Fargo (WFC) employee, who had been transferred from the branch after raising sales concerns, and who later won a federal whistleblower retaliation case against the company.

Eerily, the letter [attached hereto as Exhibit A] seemed to predict the scandal Wells Fargo is dealing with today.

“Left unchecked, the inevitable outcome shall be one of professional and reputational damage, consumer fraud and shareholder lawsuits, coupled with regulator sanctions,” the letter warned.

It said the illegal activity in Northern California was “widespread and so highly encouraged that it has become a normal sales practice.”

The employee copied Stumpf on a second letter [attached hereto as Exhibit B] addressed to the audit and examination committee of Wells Fargo’s board of directors.

That letter to the board made similar warnings of “illegal and unethical activity and fraud,” adding that the “activities remain ongoing to this day.”

CLASS ACTION ALLEGATIONS

54. Plaintiff brings this action on behalf of himself and on behalf of all other persons similarly situated (the “Class” or “Class Members”) against Defendants. The Class is defined as:

All Wells Fargo customers in the United States who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, had unauthorized bank accounts, credit-card accounts, or other banking “solutions” opened in their names.

55. Plaintiff reserves the right to modify or amend the definition of the Class before the Court determines whether certification is appropriate.

56. Excluded from the Class are Wells Fargo, its parents, subsidiaries, affiliates, officers and directors, employees and any entity in which Wells Fargo has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

57. The members of the Class are so numerous that joinder is impractical. The Class consists of at least hundreds of thousands of members, whose identity is within the knowledge of the Company and can be readily ascertained from the Company's books and records.

58. There are many questions of law and fact common to the Class, and these common questions predominate over any questions affecting only individual Class members.

59. The common questions of law and fact are whether the Company: (a) created unauthorized bank accounts, credit-card accounts and other banking "solutions" in its customers' names; (b) failed to obtain affirmative consent from its customers before creating accounts in their names; (c) failed to notify consumers that unauthorized accounts had been opened in their names and whether these accounts would generate fees; (d) failed to provide its customers with a fair opportunity to close unauthorized accounts; (e) assessed illegal overdraft fees due to the creation of unauthorized accounts; (f) was unjustly enriched through its wrongful policies and practices; (g) violated the Electronic Fund Transfer Act; (h) engaged in unlawful, unfair, and/or fraudulent business practices in violation of the New Jersey Consumer Fraud Act ("N.J.S.A.") 56:8-1 *et seq.*; and (i) converted monies belonging to Plaintiff and Class members.

60. Defendants have acted or refused to act on grounds that apply generally to the Class, as alleged above.

61. The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, like all Class members, was subjected to unauthorized account creation by the Company as a result of its practice of creating unauthorized accounts in its customers' names. The claims of Plaintiff and all Class members arise from the same wrongful account-creation policies and practices of the Company. The factual basis of the Company's

violations is common to all Class members, and represents a common thread of wrongful conduct that harmed all Class members.

62. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to the interests of any other Class member.

63. Plaintiff is committed to the vigorous pursuit of this action and has retained competent counsel experienced in the prosecution of class actions and consumer protection class actions.

64. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Because the amount of each individual Class member's claim is small relative to the complexity of the litigation, and because of the Company's financial resources, no Class member could afford to pursue legal redress individually for the violations detailed herein.

FIRST CAUSE OF ACTION

(Violations of the Electronic Fund Transfer Act, 15 U.S.C. § 1693, *et seq.* ("EFTA"))

65. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all previous paragraphs of this Complaint.

66. The Company's actions as set forth herein violate the Electronic Fund Transfer Act, 15 U.S.C. § 1693, *et seq.* ("EFTA").

67. The EFTA aims "to provide a basic framework establishing the rights, liabilities, and responsibilities of participants in electronic fund . . . systems." 15 U.S.C. § 1693(b). "The primary objective of [the EFTA] is the provision of individual consumer rights." *Id.*

68. Plaintiff and the Class are “consumers” within section 1693a(6), and the Company is a “financial institution” because it is a “person who, directly or indirectly, holds an account belonging to a consumer.” 15 U.S.C. § 1693a(9).

69. Activity on the accounts of Plaintiff and the Class — including unauthorized fund transfers from their accounts — constitute “electronic fund transfer[s]” under the EFTA. 15 U.S.C. § 1693a(7).

70. The EFTA prohibits a financial institution from issuing a consumer “any card, code, or other means of access to such consumer’s account for the purpose of initiating an electronic fund transfer,” except where a consumer has requested or applied for the card or other means of access, or where the card or other means of access is provided “as a renewal of, or in substitution for, an accepted card.” 15 U.S.C. §§ 1693i(a)(1), (2).

71. The Company violated section 1693(i)(a) of the EFTA when, without Plaintiff’s and the Class’ request or application, the Company created means of access to accounts for the purpose of initiating electronic fund transfers.

72. Plaintiff and the Class received cards, credit lines, and accounts they never requested. Such cards, credit lines, and accounts were not renewals or substitutes for accepted cards.

73. Pursuant to section 1693(m) of the EFTA, Plaintiff and the Class are entitled to relief, including: (a) actual damages; (b) the lesser of \$500,000 or 1 percent of the Company’s net worth; (c) damages proximately caused by the Company’s EFTA violations; (d) reasonable attorneys’ fees and costs; and (e) such other relief as the Court may deem appropriate.

SECOND CAUSE OF ACTION

(Violations of the New Jersey Consumer Fraud Act (“N.J.S.A.”) 56:8-1, et seq.)

74. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all previous paragraphs of this Complaint.

75. Defendants are “persons” within the meaning of N.J.S.A. 56:8-2 and N.J.S.A. 56:8-1(d).

76. The actions of Defendants, as alleged herein, constituted sharp, deceptive, misleading and unconscionable commercial practice in relation to the sale of services within the meaning of N.J.S.A. 56:8-2.

77. Plaintiff and the Class each suffered an ascertainable loss of money and property as a result of Defendants’ use of the unconscionable business practice and material omission described herein. Defendants engaged in a company-wide fraudulent scheme to open deposit accounts, credit card accounts, and other banking products and services in customers’ names without the customers’ knowledge, consent, or approval.

78. The Company’s customers have been prejudiced in numerous ways by Wells Fargo’s gaming. For example: (a) customers lose money paying monthly service fees charged for unauthorized accounts; (b) customer accounts are placed into collection, forcing customers to fight with debt collection agencies for fees charged by Wells Fargo on unauthorized accounts; (c) pulling of customers’ credit reports impact their credit scores, job applications, loans and mortgage applications; and (d) customers are forced to purchase costly identity theft protection services to ensure against further fraudulent identity theft activities. But for Wells Fargo’s actions, including their quota-based business model, Plaintiff and the Class would not have incurred wrongful fees, been put into collections, suffered derogatory references on their credit reports and/or reduction of their credit scores, or been forced to purchase identity theft protection.

79. This ascertainable loss was caused by Defendants' fraudulent actions alleged herein.

THIRD CAUSE OF ACTION
(Conversion On Behalf of the Class)

80. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all previous paragraphs of this Complaint.

81. Plaintiff and Class members deposited money into and/or held funds in their Wells Fargo accounts. Plaintiff and Class members owned, possessed, and had a right to control the funds in their Wells Fargo accounts.

82. Wells Fargo owed, and continues to owe, a duty to maintain and preserve its customers' checking, savings, and other account funds to prevent their diminishment through its own wrongful acts that were not part of any contractual agreement between Plaintiff and the Class on the one hand and Wells Fargo on the other hand.

83. Wells Fargo has wrongfully collected penalty fees, and other fees associated with unwanted and/or unauthorized accounts, from Plaintiff and Class members. Wells Fargo has taken specific and readily identifiable funds from the accounts of Plaintiff and Class members in payment of these fees.

84. Wells Fargo's unlawful and unauthorized fee collection, caused directly by the unauthorized accounts created by Wells Fargo, interfered with the rights of Plaintiff and Class members to the monies in their bank accounts. Wells Fargo's unlawful and unauthorized fee collection prevented Plaintiff and Class members from using the monies in their bank accounts in the manner they desired.

85. Wells Fargo, without proper authorization or justification, assumed and exercised the right of ownership of these funds, in hostility to the rights of Plaintiff and Class members.

86. Wells Fargo continues to retain these funds unlawfully without Plaintiff's and Class members' consent.

87. Wells Fargo's wrongful exercise of control over the personal property of Plaintiff and Class members constitutes conversion.

88. By reason of the foregoing, Plaintiff and Class members are entitled to recover from Wells Fargo all damages and costs permitted by law, including all amounts Wells Fargo has wrongfully converted.

FOURTH CAUSE OF ACTION

(Unjust Enrichment On Behalf of the Class)

89. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all previous paragraphs of this Complaint.

90. By its conduct detailed above, the Company acted unconscionably toward and wrongfully obtained funds from Plaintiff and the Class. The Company acted with conscious disregard for the rights and interests of Plaintiff and the Class.

91. The Company's unconscionable and wrongful conduct caused the Company to be enriched at the direct expense of Plaintiff and the Class.

92. It is inequitable for the Company to be permitted to retain the financial benefits it received, and may still be receiving, from Plaintiff and the Class due to penalty fees, overdraft fees, and other fees that stem from accounts the Company opened for customers without their prior consent, and/or through deceit, concealment, trickery, or other improper means. The Company's retention of such funds constitutes unjust enrichment.

93. The Company's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

94. The Company's ill-gotten gain rightfully belongs to Plaintiff and the Class. The Company should be ordered to make restitution or to disgorge the wrongfully obtained funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class he seeks to represent, requests entry of judgment as follows:

- A. Injunctive relief to prohibit the Company from opening accounts in its customers' names without their prior informed consent;
 - B. Restitution of all fees paid to the Company by Plaintiff and the Class as a result of the wrongs alleged herein;
 - C. Disgorgement of the ill-gotten gains the Company derived from its misconduct;
 - D. Actual damages in an amount according to proof;
 - E. Treble damages under N.J.S.A.;
 - E. Punitive and exemplary damages;
 - F. Pre-judgment interest at the maximum rate permitted by law;
 - G. Reasonable attorneys' fees and costs as provided for under applicable law;
- and
- H. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: October 19, 2016

GAINEY McKENNA & EGLESTON

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Attorneys for Plaintiff

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and codes.

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): 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

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. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – 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.