

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF WISCONSIN**

JASON ABRAHAM and
ANDREA ABRAHAM

Plaintiffs,

Case No:

v.

JETSMARTER INCORPORATED and
SAM KIMMELL

Defendants.

CIVIL COMPLAINT

The Plaintiffs, Jason Abraham and Andrea Abraham, acting by and through their attorneys, Hupy and Abraham, S.C., by Attorney Todd R. Korb, file this Original Complaint against the Defendants, Jetsmarter Incorporated and Sam Kimmell, and allege and show to the Court as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332 as this action seeks monetary damages resulting from the Defendants' actions in an amount exceeding \$75,000.00, and there is complete diversity of citizenship between the Plaintiffs and all Defendants.

2. Venue is present in this District pursuant to 28 U.S.C. § 1391(b)(2) as the judicial district in which a substantial part of the events or omissions giving rise to the claims occurred and the location to which the marketing and advertising was directed.

PARTIES

3. That the Plaintiff, Jason Abraham, is an adult resident of the Village of Nashotah, County of Waukesha, Wisconsin, currently residing at 4676 North Pinecrest Drive, Zip Code 53058.

4. That the Plaintiff, Andrea Abraham, is an adult resident of the Village of Nashotah, County of Waukesha, Wisconsin, currently residing at 4676 North Pinecrest Drive, Zip Code 53058.

5. That the Defendant, Jetsmarter Incorporated (hereinafter "Jetsmarter"), is a foreign corporation, organized and existing under the laws of Delaware, with its principal place of business located at 500 East Broward Boulevard, Suite 1900, Fort Lauderdale, Florida, Zip Code 33394; that the Registered Agent for the Defendant, Jetsmarter, is Anastasja Snicarenko, also located at 500 East Broward Boulevard, Suite 1900, Fort Lauderdale, Florida, Zip Code 33394; that the Defendant, Jetsmarter, employed the Defendant, Sam Kimmell, at the time of the events or omissions giving rise to the claims described herein; and that the Defendant, Jetsmarter, is a named Defendant herein pursuant to the theory of *Respondeat Superior*, in that it is liable for the actions of its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment.

6. That the Defendant, Sam Kimmell, upon information and belief, is an adult resident of the City and County of Sarasota, Florida, currently residing at 1629 Caribbean Drive, Zip Code 34231; and that the Defendant, Sam Kimmell, was employed by the Defendant, Jetsmarter, at all time material hereto.

FACTUAL BACKGROUND

7. That on or about December 27, 2016, the Plaintiffs, Jason Abraham and Andrea Abraham (collectively “the Plaintiffs”), had an exchange of communications with Jetsmarter’s salesman and agent, the Defendant, Sam Kimmell.

8. That during said communications, the Defendant, Sam Kimmell, stated that if the Plaintiffs enrolled in a membership with Jetsmarter before January 1, 2017, they would receive membership benefits, including but not limited to, complimentary flights over three hours in flight time with no additional fees.

9. That the Defendant, Sam Kimmell also stated that enrolling before January 1, 2017, would allow the Plaintiffs to book a minimum of four seats for a large jet or a minimum of two seats on a “light” jet.

10. That based on said statements and others made by the Defendant, Sam Kimmell, the Plaintiffs enrolled in an annual membership on or about December 30, 2016, for \$26,500.00.

11. That on or about May 9, 2017, the Plaintiffs had another exchange of communications with the Defendant, Sam Kimmell.

12. That during said communications, the Defendant, Sam Kimmell, stated that Jetsmarter was offering a three-year membership at a discounted rate for the same benefits currently included in their annual membership plan if members pre-purchase all three years.

13. That based on said statements made by the Defendant, Sam Kimmell, the Plaintiffs pre-purchased two, three-year memberships, normally priced at \$45,000.00 each, for a discounted rate of \$21,877.28 per membership.

14. That the Plaintiffs’ membership with Jetsmarter was extended for 39 months, or until August 12, 2020.

15. That after enrolling and extending their membership, the Plaintiffs discovered on or about September 5, 2018, that in addition to the moneys paid for their memberships, there would be a required fee per flight in order for the Plaintiffs to utilize the flights offered by Jetsmarter.

16. For example, a flight from Chicago, Illinois to Fort Lauderdale, Florida, a route the Plaintiffs utilize regularly, would now cost approximately an additional \$2,990.00 per person.

17. Moreover, the Plaintiffs also discovered that they are now required to book a minimum of approximately ten seats in order to fly on a large jet and that the option to book seats on a "light" jet is not available at all anymore.

18. That the new conditions and requirements are contrary to the express representations by the Defendants, Jetsmarter and Sam Kimmell, in their marketing and advertisements assuring the Plaintiffs, Jason Abraham and Andrea Abraham, that there would be no additional fee to use Jetsmarter's services.

19. That the additional charges were so significant that the Plaintiffs, Jason Abraham and Andrea Abraham, were unable to utilize Jetsmarter's services for their flights to New York and Florida, destinations which the Plaintiffs frequent and to which the availability of included flights greatly influenced their decision to purchase their respective Jetsmarter memberships. Furthermore, the closest available departure airport from which Jetsmarter operates is Chicago Midway International, which is over two hours from the Plaintiffs' home in Wisconsin, such that the Plaintiffs would never have entered into a membership that required them to go so far out of their way to utilize its services without the promise of the free shuttle benefits for which they initially bargained.

20. That enrolling in the Defendants' services was of little to no value and as a result of the Defendants' actions, the Plaintiffs suffered damages.

21. That to date, the Defendant, Jetsmarter, has valued the services it has provided to the Plaintiffs, Jason Abraham and Andrea Abraham, to be collectively valued at \$663,660.00.

FIRST CAUSE OF ACTION-VIOLATION OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT, WIS. STAT. § 100.18

22. That in attempting to advertise, market, and sell the flight services, the Defendant, Jetsmarter, made an express representation to the Plaintiff, Jason Abraham, that his sole obligation was to pay the one time membership fee and that the Plaintiff, Jason Abraham, would receive benefits including, but not limited to, complementary flights over three hours in flight time with no additional fees.

23. That the Defendant, Jetsmarter, did not honor this express representation when it charged the Plaintiff, Jason Abraham, an additional fee for the private jet shuttle services and made substantial changes to other services under the Plaintiff's Jetsmarter membership.

24. That the Plaintiff, Jason Abraham, would not have extended his membership if the Defendant, Jetsmarter, expressed that it would be making these changes, charging an additional fee for the use of the private jet shuttle services.

25. That this express representation was false, deceptive and misleading in violation of Wis. Stat. § 100.18, thereby causing the Plaintiff's damages.

SECOND CAUSE OF ACTION-VIOLATION OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT, WIS. STAT. § 100.18

As for a second cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

26. That in attempting to advertise, market, and sell the flight services, the Defendant, Jetsmarter, made an express representation to the Plaintiff, Andrea Abraham, that her sole obligation was to pay the one time membership fee and that the Plaintiff, Andrea Abraham, would receive benefits including, but not limited to, complementary flights over three hours in flight time with no additional fees.

27. That the Defendant, Jetsmarter, did not honor this express representation when it charged the Plaintiff, Andrea Abraham, an additional fee for the private jet shuttle services and made substantial changes to other services under the Plaintiff's Jetsmarter membership.

28. That the Plaintiff, Andrea Abraham, would not have extended her membership if the Defendant, Jetsmarter, expressed that it would be making these changes, including charging an additional fee for the private jet shuttle services.

29. That this express representation was false, deceptive and misleading in violation of Wis. Stat. § 100.18, thereby causing the Plaintiff's damages.

THIRD CAUSE OF ACTION-FRAUD

As for a third cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

30. That during the communications from the Defendant, Sam Kimmell, to the Plaintiff, Jason Abraham, the Defendant made material representations regarding the costs and fees associated with the use of the private jet shuttle services and other membership benefits.

31. That these representations were false.

32. That the Defendant, Sam Kimell, knew or should have known that these representations made to the Plaintiff, Jason Abraham, were false and misleading; and that the Plaintiff, Jason Abraham, would rely upon the same.

33. That the Plaintiff, Jason Abraham, reasonably relied upon the Defendant's, Sam Kimmell's, statements when he enrolled in and extended his membership with the Defendant, Jetsmarter, thereby causing the Plaintiff's damages.

34. That the Defendant, Jetsmarter, is a named Defendant herein pursuant to the theory of *Respondeat Superior*, in that it is liable for the acts of its employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Sam Kimmell, while in the course and scope of their employment.

35. That the foregoing acts of fraud on the part of the Defendant, Sam Kimmell, while in the course and scope of his employment with the Defendant, Jetsmarter, were the direct and proximate cause of the damages sustained by the Plaintiff, Jason Abraham.

FOURTH CAUSE OF ACTION-FRAUD

As for a fourth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

36. That during the communications from the Defendant, Sam Kimmell, to the Plaintiff, Andrea Abraham, the Defendant made material representations regarding the costs and fees associated with the use of the private jet shuttle services and other membership benefits.

37. That these representations were false.

38. That the Defendant, Sam Kimell, knew or should have known that these representations made to the Plaintiff, Andrea Abraham, were false and misleading; and that the Plaintiff, Andrea Abraham, would rely upon the same.

39. That the Plaintiff, Andrea Abraham, reasonably relied upon the Defendant's, Sam Kimmell's, statements when she enrolled in and extended her membership with the Defendant, Jetsmarter, thereby causing the Plaintiff's damages.

40. That the Defendant, Jetsmarter, is a named Defendant herein pursuant to the theory of *Respondeat Superior*, in that it is liable for the acts of its employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Sam Kimmell, while in the course and scope of their employment.

41. That the foregoing acts of fraud on the part of the Defendant, Sam Kimmell, while in the course and scope of his employment with the Defendant, Jetsmarter, were the direct and proximate cause of the damages sustained by the Plaintiff, Andrea Abraham.

FIFTH CAUSE OF ACTION-FRAUD

As for a fifth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

42. That during the communications from the Defendant, Jetsmarter, to the Plaintiff, Jason Abraham, the Defendant, Jetsmarter, made material representations regarding the costs and fees associated with the use of the private jet shuttle services and other membership benefits.

43. That these representations were false.

44. That the Defendant, Jetsmarter, knew or should have known that these representations made to the Plaintiff, Jason Abraham, were false and misleading; and that the Plaintiff, Jason Abraham, would rely upon the same.

45. That the Plaintiff, Jason Abraham, reasonably relied upon the Defendant's, Jetsmarter's, statements when he enrolled in and extended his membership with the Defendant, Jetsmarter, thereby causing the Plaintiff's damages.

SIXTH CAUSE OF ACTION-FRAUD

As for a sixth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

46. That during the communications from the Defendant, Jetsmarter, to the Plaintiff, Andrea Abraham, the Defendant, Jetsmarter, made material representations regarding the costs and fees associated with the use of the private jet shuttle services and other membership benefits.

47. That these representations were false.

48. That the Defendant, Jetsmarter, knew or should have known that these representations made to the Plaintiff, Andrea Abraham, were false and misleading; and that the Plaintiff, Andrea Abraham, would rely upon the same.

49. That the Plaintiff, Andrea Abraham, reasonably relied upon the Defendant's, Jetsmarter's, statements and enrolled in, and extended their membership with the Defendant, Jetsmarter, thereby causing the Plaintiff's damages.

SEVENTH CAUSE OF ACTION-BREACH OF CONTRACT

As for a seventh cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

50. That the Plaintiff, Jason Abraham, entered into a contract for private jet shuttle services with the Defendant, Jetsmarter; that said contract stated that the Defendant, Jetsmarter, would provide the Plaintiff, Jason Abraham, with membership benefits including, but not limited to, complimentary flights over three hours in flight time with no additional fees; that after entering into said contract, the Plaintiff, Jason Abraham, discovered substantial changes to his membership services, including that he was now required to pay additional fees to use the private jet shuttle services offered by the Defendant, Jetsmarter; and that the Defendant, Jetsmarter, failed to provide the services agreed to in said contract, thereby breaching the contract between the Plaintiff, Jason Abraham, and the Defendant, Jetsmarter.

51. That the Defendant, Jetsmarter, breached its contractual duties under said contract by failing to provide the Plaintiff, Jason Abraham, with the membership benefits bargained for in his contract, including, but not limited to, complimentary flights over three hours in flight time with no additional fees, thereby causing the Plaintiff's damages.

EIGHTH CAUSE OF ACTION-BREACH OF CONTRACT

As for an eighth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

52. That the Plaintiff, Andrea Abraham, entered into a contract for private jet shuttle services with the Defendant, Jetsmarter; that said contract stated that the Defendant, Jetsmarter, would provide the Plaintiff, Andrea Abraham, with membership benefits including, but not

limited to, complimentary flights over three hours in flight time with no additional fees; that after entering into said contract, the Plaintiff, Andrea Abraham, discovered substantial changes to her membership services, including that she was now required to pay additional fees to use the private jet shuttle services offered by the Defendant, Jetsmarter; and that the Defendant, Jetsmarter, failed to provide the services agreed to in said contract, thereby breaching the contract between the Plaintiff, Andrea Abraham, and the Defendant, Jetsmarter.

53. That the Defendant, Jetsmarter, breached its contractual duties under said contract by failing to provide the Plaintiff, Andrea Abraham, with the membership benefits bargained for in her contract, including, but not limited to, complimentary flights over three hours in flight time with no additional fees, thereby causing the Plaintiff's damages.

NINTH CAUSE OF ACTION-BREACH OF GOOD FAITH

As for an ninth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporates the same by reference, and further alleges and shows to the Court as follows:

54. That on or about September 5, 2018, the Plaintiff, Jason Abraham, notified the Defendant, Jetsmarter, that he was no longer able to utilize the company's "token" system to access complimentary flights over three hours in flight time with no additional fees as promised under his membership agreement.

55. That the Plaintiff, Jason Abraham, has made numerous attempts to reach out to the Defendant, Jetsmarter, via his assigned Membership Executive on the Jetsmarter App, who initially indicated that a "transition offer" would be made to all current members in or around mid-September; and that despite repeated efforts, the Defendant, Jetsmarter, has stopped

responding to the Plaintiff's inquiries and has refused to make any attempt to rectify the changes to the Plaintiff's membership agreement, and has therefore acted in bad faith.

56. That the Plaintiff, Jason Abraham, through his Attorneys, Hupy & Abraham, S.C., hereby makes a Bad Faith claim against the Defendant, Jetsmarter.

TENTH CAUSE OF ACTION-BREACH OF GOOD FAITH

As for a tenth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporates the same by reference, and further alleges and shows to the Court as follows:

57. That on or about September 5, 2018, the Plaintiff, Andrea Abraham, by and through the Plaintiff, Jason Abraham, notified the Defendant, Jetsmarter, that she was no longer able to utilize the company's "token" system to access complimentary flights over three hours in flight time with no additional fees as promised under her membership agreement.

58. That the Plaintiff, Andrea Abraham, by and through the Plaintiff, Jason Abraham, has made numerous attempts to reach out to the Defendant, Jetsmarter, via her assigned Membership Executive on the Jetsmarter App, who initially indicated that a "transition offer" would be made to all current members in or around mid-September; and that despite repeated efforts, the Defendant, Jetsmarter, has stopped responding to the Plaintiff's inquiries and has refused to make any attempt to rectify the changes to the Plaintiff's membership agreement, and has therefore acted in bad faith.

59. That the Plaintiff, Andrea Abraham, through her Attorneys, Hupy & Abraham, S.C., hereby makes a Bad Faith claim against the Defendant, Jetsmarter.

ELEVENTH CAUSE OF ACTION-PUNITIVE DAMAGES

As for an eleventh cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporates the same by reference, and further alleges and shows to the Court as follows:

60. That the aforementioned acts by the Defendant, Jetsmarter, are intentional wrongs; and that it has breached its duty imposed by the contract, and has unreasonably withheld services agreed upon.

61. That the Defendant, Jetsmarter, acted intentionally and knew, or should have known, that its actions constituted willful, wanton, and reckless disregard for the rights of the Plaintiff, Jason Abraham.

62. That the Plaintiff, Jason Abraham, through his Attorneys, Hupy & Abraham, S.C., hereby makes a claim for punitive damages due to intentional, willful, and wanton acts of the Defendant, Jetsmarter.

TWELFTH CAUSE OF ACTION-PUNITIVE DAMAGES

As for an twelfth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporates the same by reference, and further alleges and shows to the Court as follows:

63. That the aforementioned acts by the Defendant, Jetsmarter, are intentional wrongs; and that it has breached its duty imposed by the contract, and has unreasonably withheld services agreed upon.

64. That the Defendant, Jetsmarter, acted intentionally and knew, or should have known, that its actions constituted willful, wanton, and reckless disregard for the rights of the Plaintiff, Andrea Abraham.

65. That the Plaintiff, Andrea Abraham, through her Attorneys, Hupy & Abraham, S.C., hereby makes a claim for punitive damages due to intentional, willful, and wanton acts of the Defendant, Jetsmarter.

REQUEST FOR RELIEF

WHEREFORE, the Plaintiffs, Jason Abraham and Andrea Abraham, request that judgment be entered in favor of the Plaintiffs and against the Defendants, Jetsmarter and Sam Kimmell:

1. Compensatory damages to be determined at trial but no less than \$75,000;
2. Punitive damages for the intentional, willful, wanton and/or reckless acts of the Defendant;
3. Awarding Plaintiffs their costs and attorneys' fees;
4. Awarding Plaintiffs such other relief as the Court deems just and proper.

DATED at Milwaukee, Wisconsin, this 16th day of October, 2018.

HUPY AND ABRAHAM, S.C.
Attorneys for the Plaintiffs,

By: 

Todd R. Korb

State Bar Number: 1026950

111 East Kilbourn Avenue

Suite 1100

Milwaukee, Wisconsin 53202

TKorb@hupy.com

(414) 223-4800

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.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
 ABRAHAM, JASON and ABRAHAM, ANDREA

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Todd R. Korb, Hupy and Abraham, S.C.
 111 East Kilbourn Avenue, Suite 1100
 Milwaukee, Wisconsin 53202

DEFENDANTS
 JETSMARTER INCORPORATED and KIMMELL, SAM

County of Residence of First Listed Defendant Broward, FL
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

IV. NATURE OF SUIT (Place an "X" in One Box Only) 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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 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"/> 485 Telephone Consumer Protection Act <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

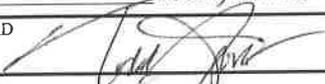
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)(1)

Brief description of cause:
Breach of Contract, Breach of Good Faith, Fraudulent Representation

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 75,000.00 **CHECK YES only if demanded in complaint. JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/16/18 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____