



**PARTIES**

1. Plaintiff Kasondra Simuel is the natural parent, legal guardian, general guardian, next friend and fiduciary, pursuant to Fed. R. Civ. P. 17(c), of T.C., who was fifteen (15) years old at the time of the events that give rise to this action, and who is presently a minor. Kasondra Simuel and T.C. reside and are domiciled in Phoenix, Arizona, and are citizens of Arizona.

2. Defendant Universal Health Services, Inc. is a corporation incorporated under the laws of the state of Delaware whose principal place of business is Universal Corporate Center, P.O. Box 61558, 367 South Gulph Road, King of Prussia, Pennsylvania, 19406. Defendant UHS, Inc., is, and at all relevant times, was, doing business in the State of Utah within the Central Division of the United States District Court for the District of Utah. The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, is the registered agent for service of process upon the Defendant Universal Health Care Services, Inc.

3. Defendant Universal Health Services, Inc., also uses the name and does business as “UHS.”

4. Defendant UHS of Provo Canyon, Inc. is a corporation incorporated under the laws of the state of Delaware whose principal place of business is 367 South Gulph Road, King of Prussia, Pennsylvania, 19406. CT Corporation System, 136 East South Temple, Suite 2100, Salt Lake City, Utah, 84111 is the registered agent for service of process on the Defendant UHS of Provo Canyon, Inc. in the State of Utah.

5. Defendant UHS of Salt Lake City, L.L.C., is a limited liability corporation incorporated under the laws of the state of Delaware whose principal place of business is 367

South Gulph Road, King of Prussia, Pennsylvania, 19406. CT Corporation System, 136 East South Temple, Suite 2100, Salt Lake City, Utah, 84111 is the registered agent for service of process on the Defendant UHS of Salt Lake City, L.L.C. in the State of Utah.

6. Defendant Cottonwood Treatment Center is a d/b/a, registered to Defendant UHS of Salt Lake City, L.L.C., pursuant to the laws of the State of Utah, Utah Code Ann. § 42-2-5. Cottonwood Treatment Center's principal place of business is in the State of Utah and within the Central Division of the United States District for the District of Utah at 1144 West 3300 South, Salt Lake City, Utah 84119. CT Corporation System, 136 East South Temple, Suite 2100, Salt Lake City, Utah 84111, is the registered agent for service of process on Defendant Cottonwood Treatment Center.

7. Defendant Universal Health Services, Inc., owns and operates Defendant Cottonwood Treatment Center, Defendant UHS of Salt Lake City, LLC, and Defendant UHS of Provo Canyon, Inc. Defendant Universal Health Services, Inc. advertises and holds itself out as the owner and operator of Cottonwood Treatment Center. Each Defendant is liable for its own respective acts and omissions.

8. In addition to direct and independent liability, Defendants are vicariously liable for the negligent acts and omissions of their employees, representatives and agents by virtue of the doctrine of *respondeat superior*.

9. Defendants are liable for the acts and omissions of one another pursuant to the alter ego doctrine.

#### **JURISDICTION AND VENUE**

10. There is complete diversity of citizenship between the Plaintiff and all of the

Defendants.

11. Each Defendant has minimum contacts with the State of Utah.

12. No Defendant has a principal place of business in the State of Arizona.

13. The amount in controversy exceeds \$75,000.00, as described in greater detail below.

14. This court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1).

15. The acts and omissions that caused injury and damage to T.C. took place at the Cottonwood Treatment Center within Salt Lake County, Utah, and at the corporate headquarters of Defendant Universal Health Services, Inc., within the state of Pennsylvania.

16. To the extent necessary, Plaintiff has complied with Utah Code Ann. § 78B-3-401 et. seq. (The Utah Health Care Malpractice Act), and all procedural prerequisites provided and required therein.

17. Venue is proper in the District of Utah pursuant to 28 U.S.C. § 1391(a)(2), because a substantial part of the events or omissions giving rise to the claim occurred within the geographical area that makes up the Central Division of the United States District for the District of Utah.

**FACTS COMMON TO ALL CAUSES OF ACTION**

18. Cottonwood Treatment Center is a residential treatment center for minors and other adolescents, which is located in Salt Lake City, Utah.

19. T.C. was a resident at Cottonwood Treatment Center from October 2007 until September 3, 2008, having been adjudicated there by the Clark County, Nevada, Department of Juvenile Justice Services under the jurisdiction of the Eighth Judicial District Court Family

Division – Juvenile, Clark County, Nevada, Case Number 307125.

20. At all times described in this Complaint, each and all of the Defendants owned and/or operated and/or developed and implemented policies, rules and regulations for the operation of Cottonwood Treatment Center.

21. At all times described in this Complaint, each and all of the Defendants hired, trained, and provided staff for Cottonwood Treatment Center. This staff undertook to provide for the care and treatment of residents at the Cottonwood Treatment Center, including T.C.

22. At all times described in this Complaint, each and all of the Defendants undertook to organize, conduct and supervise, and did organize, conduct, and supervise, activities that if they were properly organized, conducted and supervised by trained competent personnel, were intended to benefit the residents at Cottonwood Treatment Center, including T.C.

23. At all times described in this Complaint, each and all of the Defendants had a legal duty to provide for the care, custody and protection of each of the residents at Cottonwood Treatment Center, including T.C.

24. At all times described in this Complaint, each and all of the Defendants held out and represented to the Clark County Department of Juvenile Justice Services, to the Plaintiffs, and to the relevant public, that all of the Defendants' facilities, including but not limited to, the Cottonwood Treatment Center, were a safe place for minors and other adolescents to receive specialized care, supervision and protection.

25. On or about September 3, 2008, each and all of the Defendants, as individual entities and through their agents and employees, required T.C. to participate in a football game, which T.C.'s supervisors knew would result in significant physical contact between resident

children of varying ages, sizes, weights and skill levels, without any protective equipment. The football game did, in fact, cause, permit, and encourage aggressive physical contact and collisions between the child residents, who were without adequate equipment, instruction, rules, supervision or protection. Moreover, Defendants, and each of them, required T.C. and others to play the football game on an asphalt surface, with the knowledge that such a surface would make the possibility of injury higher, and the extent of injury more severe.

26. No reasonable person would require young people to participate in contact football without proper protection on an asphalt surface, or without restricting contact, or without proper instruction, or under any of these conditions or circumstances, because football is an activity that will result in injury if played without protective equipment, without proper instruction, or on an improper surface. Even with proper equipment and on a proper surface, participants must still be instructed on proper methods and means of contact in order to safely participate and to avoid injury.

27. Prior to the football game, T.C. and another resident were inadequately and improperly instructed and encouraged by a staff member, who was untrained and unqualified to undertake and safely complete the assigned task, to “get at” each other during the game, by which the staff member meant that T.C. and the other resident were to aggressively and violently initiate physical contact with each other over the course of the game.

28. During the football game, T.C. and another resident were again instructed and encouraged by a staff member to “get at” each other, by which the staff member meant that T.C. and the other resident were to continue to aggressively and violently initiate physical contact with each other.

29. During the football game, while following the staff member's instructions, but without proper supervision, safety equipment, training, instruction or demonstration as to the safe and proper way to initiate physical contact, T.C. and the other resident did, in fact, have violent physical contact with the other resident causing the same to occur and to occur in an unsafe manner that exposed T.C. to unreasonable risk of serious injury.

30. Immediately after the contact, T.C. fell to the asphalt on which the residents were required to play.

31. Upon information and belief, after sustaining the injury and while T.C. lay on the ground, T.C.'s head and/or neck was moved, despite long-standing and well-known rules of basic first aid that require, among other things, that persons who may have head or neck injuries not be moved and the spine immobilized until the nature and extent of the injury is known.

32. Defendants did not provide qualified personnel at the event and no person qualified or familiar with basic first aid was on site to prevent improper handling or treatment of T.C. and Defendants knew that no one on the Cottonwood Treatment Center staff who was properly qualified or trained in first aid was or would be present at events where such injuries may occur.

33. Subsequent medical examination revealed that T.C. had sustained a C-5 injury to his spine as a result of the acts and omissions of the each and all of the Defendants, as individual entities and thorough their agents and employees, and as a result of the physical contact and/or the subsequent improper movement. T.C. is now a quadriplegic

34. As a direct and proximate result of each and all of the Defendants' acts and omissions as generally described above, T.C. suffered substantial, permanent and disabling

personal injuries, medical expenses and suffered other economic, non-economic, special and general damages, as more particularly set forth below in the section of this Complaint entitled “Damages.”

**FIRST CAUSE OF ACTION**  
**NEGLIGENCE**

35. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, the same as if fully set forth herein.

36. At all times relevant hereto, each and all of the Defendants, owed a duty of care to T.C. and to all residents similarly situated at Cottonwood Treatment Center provide a safe and healthy environment and to organize, conduct, supervise and monitor safe living conditions and activities for the residents.

37. By their acts and omissions described above, Defendants breached these duties in numerous ways, including without limitation the following:

- a. Defendants, each and all of them, utilized unqualified and untrained personnel who were operating under unsafe policies and procedures that in actual implementation exposed T.C. to a substantial risk of serious bodily harm;
- b. Staff members encouraged residents with known anger management issues to resolve their conflicts by taking them into the bathroom and having the residents physically fight with each other;
- c. These unsafe types of policies and procedure were followed throughout the facility including but not limited to activities such as resident football games;
- d. The residents, including T.C., were not instructed on how to safely play football by staff members at Cottonwood Treatment Center;

- e. The residents, including T.C., were required by staff members to play football on an asphalt surface without proper training and protection, increasing the probability that the residents would be injured, and increasing the severity of any injury that might occur;
- f. Staff members required residents to play contact football games with residents of disparate age, size, weight, and skill levels all competing against one another;
- g. The staff members did not provide T.C., or the other participants, with any training, safety equipment, or adequate supervision when playing contact football; and
- h. Staff members encouraged residents who were known to have anger management issues, including T.C., to “get at each other” during the football game, thereby encouraging dangerous and aggressive physical contact.

38. As the direct and proximate result of the breaches of duty by Defendants, T.C. had violent physical contact with another resident, proximately causing and resulting in T.C.’s quadriplegia.

39. As a direct and proximate result of each and all of the Defendants’ acts and omissions, as generally described above, T.C. suffered substantial, permanent and disabling personal injuries, medical expenses and suffered other economic, non-economic, special and general damages as more particularly set forth below in the section of this Complaint entitled “Damages.”

**SECOND CAUSE OF ACTION**  
**NEGLIGENT ADOPTION AND IMPLEMENTATION OF POLICIES FOR SAFETY OF**  
**RESIDENTS**

40. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, the same as if fully set forth herein.

41. At all times relevant hereto, Defendants, and each of them, owed a duty to residents to devise, adopt, implement and enforce reasonable policies that provided guidelines and procedures for staff members to follow to ensure the safety of all the residents, including without limitation the conduct of physical activities for residents.

42. By their acts and omissions described above, Defendants breached this duty in numerous ways, including without limitation the following:

- a. Defendants failed to devise, adopt, implement or enforce reasonable policies to provide their staff with guidelines and procedures for the staff members to follow to ensure the safety and health of all the residents, including T.C.; and
- b. Defendants implemented unsafe guidelines and procedures and thereby jeopardized the safety of residents, including T.C.

43. As the direct and proximate result of the breaches of duty by Defendants, T.C. was not protected by any policies, guidelines and procedures, and suffered substantial, permanent and disabling personal injuries and economic, non-economic, special and general damages, of a nature and in an amount to be specifically proven at trial.

44. As a direct and proximate result of each and all of the Defendants' acts and omissions, as generally described above, T.C. suffered substantial, permanent and disabling personal injuries, medical expenses and suffered other economic, non-economic, special and

general damages as more particularly set forth below in the section of this Complaint entitled “Damages.”

**THIRD CAUSE OF ACTION**  
**NEGLIGENT HIRING, TRAINING, SUPERVISION MANAGEMENT, AND**  
**ENTRUSTMENT**

45. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, the same as if fully set forth herein.

46. At all times relevant hereto, each and all of the Defendants owed a duty of care to T.C. and to all residents similarly situated at Cottonwood Treatment Center to provide a safe and healthy environment and to organize, conduct supervise and monitor safe living conditions and activities for the residents.

47. At all times relevant hereto, because of the nature of the residents in their care, each and all of the Defendants owed a duty to residents, including T.C., to provide a staff that was adequately educated, skilled, trained and experienced in providing proper counseling and reasonably safe activities to residents at Cottonwood Treatment Center.

48. Defendants, each and all of them, utilized unqualified and untrained staff who were operating under unsafe policies and procedures that in actual implementation exposed T.C. to substantial risk serious bodily harm.

49. Staff members encouraged residents with known anger management issues to resolve their conflicts by taking them into the bathroom and having residents physically fight with each other.

50. At all times relevant hereto, because Defendants required residents to participate in physically dangerous activities such as football, each and all of the Defendants owed a duty to

all residents, including T.C., to provide a staff that was adequately educated, skilled, trained and experienced in providing proper instruction in safe playing techniques for the sport of football and in providing basic first aid to injured residents.

51. By their acts and omissions, Defendants breached these duties in that Defendants did not hire a reasonably trained staff, nor train or provide reasonable training in counseling, safe physical activities, football skills and techniques, or first aid, to staff working at Cottonwood Treatment Center.

52. At all times relevant hereto, Defendants owed a duty to residents to reasonably screen, interview, hire, train, supervise and monitor staff members to assure that the staff was capable of providing a reasonably safe environment and reasonably safe and therapeutic activities for residents.

53. By their acts and omissions, Defendants breached this duty to properly hire, train, or supervise their employees, representatives, and agents in that Defendants:

- a. Developed and implemented policies for operation of Cottonwood Treatment Center that interfered with and prevented the timely and proper administration of basic first aid;
- b. Failed to train staff on the proper safety precautions for a football game;
- c. Allowed staff to encourage residents to take out their aggression in a physical manner;
- d. Allowed staff to organize and conduct a football game where residents of different age, size, and skill level all play together;
- e. Allowed staff to encourage residents with known anger management issues to

engage in contact sports, such as football;

- f. Allowed residents to engage in a football game without proper instructions;
- g. Failed to properly monitor the football game; and
- h. Allowed residents to engage in a football game without the proper equipment.

54. As a direct and proximate result of each and all of the Defendants' acts and omissions as generally described above, T.C. suffered substantial, permanent and disabling personal injuries, medical expenses and suffered other economic, non-economic, special and general damages as more particularly set forth below in the section of this Complaint entitled "Damages."

**FOURTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**

55. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, the same as if fully set forth herein.

56. At all times relevant hereto, each and all of the Defendants owed a duty of care to T.C., other residents at Cottonwood Treatment Facility, consistent with the representations made to entities such as Clark County Department of Juvenile Justice Services, to honestly represent the services, protections and treatments that would be provided to residents at the facility.

57. By their acts and omissions described above, Defendants breached these duties in numerous ways, including without limitation the following:

- a. Defendants represented Cottonwood Treatment Facility as a correctional facility that specialized in the treatment of adolescents with behavioral problems to the Clark County Department of Juvenile Justice Services;
- b. Defendants represented to T.C., the general public and Clark County Department

of Juvenile Justice Services that Cottonwood Treatment Facility would be able to provide trained and qualified staff to look after incarcerated adolescents;

- c. Defendants held Cottonwood Treatment Facility out to be a safe place for incarcerated adolescents to receive specialized care and supervision;
- d. Defendants' representations to T.C., the general public and to the Clark County Department of Juvenile Justice Services were not true, as Defendants did not provide trained and qualified staff and did not provide a safe place for residents to receive specialized care and supervision, and for other reasons to be proven at trial including but not limited to false, misleading, unsupported business practices intended to generate revenue without regard to the welfare of T.C. and other residents;
- e. Defendants knew the representations were not true but put such representations out into the stream of business commerce for the purpose of getting more residents into their facility and to generate more revenue and hopefully make a profit;
- f. Defendants knew their representations were untrue, at best only partially true, and that placing T.C. in Defendants' facility exposed him to a serious risk of harm;
- g. Defendants had a financial interest in having the Clark County Department of Juvenile Justice Services send T.C. to Cottonwood Treatment Center;
- h. T.C. relied on the Defendants' representation and believed he would receive specialized care, supervision, and protection while at Cottonwood Treatment Facility; and

- i. Clark County Department of Juvenile Justice Services and T.C. both relied on the Defendants representation and believed Cottonwood Treatment Facility would be able to provide trained and qualified staff.

58. T.C. suffered damages as the direct and proximate result of relying on the representations made by Defendants because Cottonwood Treatment Facility did not provide qualified and trained staff and was not equipped to safely care for, supervise and protect incarcerated adolescents, specifically T.C.

59. As a direct and proximate result of each and all of the Defendants' acts and omissions as generally described above, T.C. suffered substantial, permanent and disabling personal injuries, medical expenses and suffered other economic, non-economic, special and general damages, as more particularly set forth below in the section of this Complaint entitled "Damages."

**FIFTH CAUSE OF ACTION**  
**PUNITIVE DAMAGES**

60. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, the same as if fully set forth herein.

61. At the time and place of the events described herein, each and all of the Defendants owed a duty of reasonable care to T.C.

62. The conduct of the each and all of the Defendants was so gross and culpable in nature that Defendants' acts and omissions constitute willful and malicious conduct, and/or conduct that manifests a knowing and reckless indifference toward, and a disregard of, the rights of T.C.

63. Defendants acted with willful and malicious conduct and/or reckless indifference,

when they instructed residents and T.C. to “get at” each other during a football game where equipment was not provided, participation was required, proper instructions and safety precautions were not given, and the game was played on asphalt.

64. Defendants acted with willful and malicious conduct, and/or reckless indifference, when they failed to provide adequately trained medical or first aid care for residents who might become injured.

65. Defendants acted with willful and malicious conduct, and/or reckless indifference, when they failed to properly hire, train, or supervise their employees, representatives, and agents.

66. Defendants acted with willful and malicious conduct, and/or reckless indifference, as a result of all the other acts and omissions described in the complaint above.

67. Punitive damages are therefore justified as to all Defendants as punishment for their reckless and willful acts and as a deterrent to others similarly situated from committing the same or similar actions.

#### **ALTERNATIVE CLAIMS FOR RELIEF**

68. Pursuant to Federal Rule of Civil Procedure 8(d), Plaintiff may set forth two or more statements of a claim alternatively or hypothetically and Plaintiff may also state as many separate claims as Plaintiff has regardless of consistency and whether based on legal, equitable, or maritime grounds.

69. Plaintiff alleges that Defendants committed, or may have committed, additional intentional torts and negligent acts against Plaintiff. At this time, and until discovery is completed, Plaintiff does not possess the necessary information to plead these claims with more specificity.

70. Until discovery concludes, Plaintiff reserves the right to seek compensation for any and all other claims that Plaintiff has, or may have, arising from the acts and omissions committed Defendants.

71. Plaintiff asks that this Court also construe whatever additional causes of action appropriate given the facts alleged by Plaintiff's Complaint.

### **DAMAGES**

72. Plaintiff hereby incorporates by reference all statements and allegations contained in the paragraphs above, as fully set forth herein.

73. As the direct and proximate result of the acts and omissions, negligence, reckless indifference, willful and malicious conduct of each and all of the Defendants, T.C. has suffered severe and permanent personal injuries and damages that have resulted in economic, non-economic, special and general damages including, but not limited to, the following:

- a. Past and future pain, discomfort, and suffering, both mental and physical, experienced as a result of the injuries and those that will, with reasonable certainty, continue for T.C.'s entire life;
- b. Loss of enjoyment of life and loss of ability to pursue ordinary affairs;
- c. Past and future reasonable value of medical, hospital and nursing care, services and supplies reasonably required and actually given in the treatment of T.C.;
- d. Loss of earnings;
- e. Loss of earning capacity;
- f. Loss of household services;
- g. Shortened life expectancy;

- h. Past and future life care and caretaking expenses;
- i. Other special damages related to care and treatment of the injuries sustained by the Plaintiff;
- j. Past and future general damages;
- k. Past and future economic and non-economic damages;
- l. Punitive and exemplary damages; and,
- m. Such other relief as may be allowed by law.

**WHEREFORE,** Plaintiff respectfully prays that the Court enter judgment against each and all of the Defendants as follows:

- a. Judgment against Defendants for non-economic and general damages in an amount consistent with the allegations set forth herein and to be proven at trial;
- b. Judgment against Defendants for economic and special damages in an amount consistent with the allegations set forth herein and to be proven at trial;
- c. Judgment against Defendants for punitive damages, to make an example of these Defendants, and to deter these Defendants and all others similarly situated from future similar misconduct; and
- d. Judgment against Defendants for all other and further relief as the Court deems just and equitable in the circumstances.

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Dated this 30<sup>th</sup> day of August 2010.

Respectfully Submitted,

/s/ Shandor S. Badaruddin  
Edward P. Moriarity #5622  
Shandor S. Badaruddin #9999  
Bradley L. Boone #9984  
Moriarity Badaruddin & Boone, LLC  
124 West Pine Street  
Missoula, Montana 59802  
Telephone: 406-728-6868  
Facsimile: 406-728-7722  
Email: shandor@mbblawfirm.com  
ed@mbblawfirm.com  
brad@mbblawfirm.com

*Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Pursuant to Fed.R.Civ.P. Rule 38, Plaintiff demands that a jury try all of the above issues and allegations.

Dated this 30<sup>th</sup> day of August 2010.

/s/ Shandor S. Badaruddin  
Edward P. Moriarity # 5622  
Shandor S. Badaruddin #9999  
Bradley L. Booke #9984  
Moriarity Badaruddin & Booke, LLC  
124 West Pine Street  
Missoula, Montana 59802  
Telephone: 406-728-6868  
Facsimile: 406-728-7722  
Email: shandor@mbblawfirm.com  
ed@mbblawfirm.com  
brad@mbblawfirm.com  
*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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
Simuel, Kasondra
(b) County of Residence of First Listed Plaintiff Maricopa County, AZ
(c) Attorney's (Firm Name, Address, and Telephone Number)
Moriarity Badaruddin & Booke, LLC, 124 West Pine Street
Missoula, Montana 59802 Telephone: 406-728-6868

DEFENDANTS
Universal Health Services, Inc., UHS of Provo Canyon, Inc. USH of Salt Lake City, L.L.C., Cottonwood Treatment Center (Utah d/b/a)
County of Residence of First Listed Defendant Kent County, DE
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE 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
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332
Brief description of cause:
Personal Injury Sustained at treatment facility.

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

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

DATE 8-30-10
SIGNATURE OF ATTORNEY OF RECORD [Signature]

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