

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

NUSHON SCALES	:	Civil Action No.:
	:	
PLAINTIFF	:	
	:	NO.:
v.	:	(Removed from Superior Court of
	:	Connecticut, J.D. of Bridgeport,
	:	Docket No.: FBT-CV17-6063679-S)
TRISTAR PRODUCTS, INC.	:	
AND WAL-MART STORES, INC.	:	
	:	
DEFENDANTS	:	

NOTICE OF REMOVAL

**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1411, and 1446, Defendant, TRISTAR PRODUCTS, INC. (collectively, the "Defendant"), by and through their attorneys, on this date hereby timely file this Notice of Removal of the above-captioned civil action from the Superior Court for the Judicial District of Bridgeport, to the United States District Court for the District of Connecticut, together with all process, pleadings, and orders, as required by 28 U.S.C. § 1446(a), copies of which are attached hereto and made part hereof, and in support of this Notice, respectfully aver as follows:

PRELIMINARY STATEMENT

1. This action was signed on April 6, 2017 and commenced on or about April 13, 2017, by Plaintiff, Nushon Scales (hereinafter "Plaintiff"), in the Superior Court for the Judicial District of Bridgeport, by the service of a Summons and Complaint, Docket No.: FBT-CV17-6063679-S, against Defendant, Tristar Products, Inc. ("Tristar"), filed on April 12, 2017.

2. A true and exact copy of the Plaintiff's Summons and Complaint, dated April 6, 2017 (the "Complaint"), is attached hereto as **Exhibit "A"**.

3. Defendant was first served with the Summons and Complaint on April 10, 2017. Accordingly, this Notice of Removal is timely because it has been filed within thirty (30) days of Defendants' receipt of the initial pleading, as required by 28 U.S.C. § 1446(b).

4. True and exact copies of the Return of Service, dated April 10, 2017 and filed with the Superior Court on April 12, 2017 are attached hereto as **Exhibit "B"**.

5. No pleadings, process or orders other than those referred to above have been served on the Defendant in the State Court Action, and therefore, no other process, pleadings or orders are attached to this Notice in compliance with 28 U.S.C. § 1446(a).

6. As explained more fully below, this is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1332(a), and which may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. § 1441(b) in that it is a civil action between citizens of different States with an amount in controversy exceeding the sum of \$75,000.00, exclusive of costs and interest, the removal is timely, and all other properly joined and served defendants herein have consented to the removal of this action.

DIVERSITY OF CITIZENSHIP

7. Plaintiff alleges in its Complaint that she is a resident of the City of Bridgeport and a citizen of Connecticut. (See Ex. A at ¶1.)

8. Defendant, Tristar, is incorporated in the State of Pennsylvania and maintains its principal place of business in Fairfield, New Jersey.

9. Upon information and belief, Defendant, Wal-Mart, was at all relevant times incorporated in the State of Delaware, with its principal place of business in Bentonville, Arkansas.

10. Complete diversity of citizenship therefore exists between the parties for purposes of diversity jurisdiction under 28 U.S.C. § 1332(a).

AMOUNT IN CONTROVERSY

11. State court plaintiffs in Connecticut need not allege damages with particularity; rather, Connecticut law requires a plaintiff to allege no more than that the amount in demand exceeds \$15,000, as Plaintiff has done here in the subject Complaint (see "Statement of Amount in Demand," Ex. A at pp. 25). See also Conn. Gen. Stat. § 52-91; Southington '84 Assocs. v. Silver Dollar Stores, Inc., 237 Conn. 758, 765, 678 A.2d 968 (1996).

12. Under 28 U.S.C. § 1446(e)(2), when a plaintiff's damages are ambiguous or unquantified in the complaint, the amount of controversy can be established in the removal notice by reference to allegations on the face of the Complaint. In that regard, removal of an action is proper if the court finds, by a preponderance of the evidence, that the amount in controversy more likely than not exceeds \$75,000. 28 U.S.C. § 1446(e)(2)(B); see Luce v. Kohn's Dept. Stores, Inc., 23 F. Supp. 3d 82 (D Conn 2014); United Food & Commercial Workers Union, Local 919, AFL-CIO v. CenterMark Properties, Meriden Square, Inc., 30 F.3d 298, 304-05 (2d Cir. 1994). The jurisdictional determination is to be made on the basis of the plaintiff's allegations, not on the merits of plaintiff's claims. Zacharia v. Harbor Island Spa, Inc., 684 F.2d 199, 202 (2d Cir. 1982). Even though Plaintiff does not quantify the exact amount of damages she seeks to recover in this action, it is nevertheless apparent from the face of the Complaint, based on the counts alleged and the recovery sought, that the amount in controversy more likely than not exceeds the jurisdictional threshold of \$75,000, exclusive of interest and costs. In this case, the plaintiff claims that she sustained severe personal injuries of a permanent nature, including severe burns to her face, neck, chest and arms; scarring; and multiple abrasions.

contusion, sprains, blisters, and bruises of her body, neck, and limbs; as well as great mental and physical suffering that is permanently debilitating, medical expenses, and lost wages and earning capacity.

13. For these reasons, Defendant respectfully submits that the amount in controversy exceeds \$75,000, exclusive of costs and interest, for purposes of this Court's diversity jurisdiction under 28 U.S.C. § 1332(a), and therefore, this action is properly removable pursuant to 28 U.S.C. § 1441.

VENUE

14. Plaintiff alleges that its purported cause of action arose in the State of Connecticut (see Ex. A). 28 U.S.C. § 1441(a) states, in pertinent part, that ". . . any civil action . . . may be removed . . . to the district court of the United States for the district and division embracing the place where such action is pending." Accordingly, venue is proper in this vicinage pursuant to Section 1441 (A) because the United States District Court for the District of Connecticut is the federal judicial district embracing the Superior Court for the Judicial District of Bridgeport, where the State Court Action was originally filed and pending.

PROCESS

15. All properly joined and served Defendants have consented to this Notice of Removal, and all fees required by law in connection with this Notice have been paid.

16. This Notice of Removal is being filed without prejudice to Defendants' objections and defenses to Plaintiff's purported claims.

17. Written notice the removal of this action will be promptly served on all adverse parties, and a copy will be filed with the Clerk of the Superior Court for the Judicial District of Bridgeport in accordance with the provisions of 28 U.S.C. § 1446(d).

18. Defendant respectfully submits that that is an actual controversy between citizens of different States, and that, based on the face of the allegations in Plaintiff's Complaint, the amount in controversy more likely than not exceeds the jurisdictional minimum.

19. Thus, as 28 U.S.C. § 1332(a) confers federal subject matter jurisdiction over this action, removal to this Court is proper pursuant to 28 U.S.C. § 1441.

WHEREFORE, the Defendant, Tristar Products, Inc., respectfully prays that the State Court Action now pending in the Superior Court for the Judicial District of Bridgeport properly be removed to the United States District Court for the District of Connecticut, together with such other and further relief as this Court may deem just, proper and equitable.

Dated: May 9, 2017

Respectfully submitted,

Wilson Elser Moskowitz Edelman & Dickel LLP

By: /s/ Eric W.F. Niederer
Eric W.F. Niederer (e25773)
Attorneys for Defendant
TRISTAR PRODUCTS, INC.
1010 Washington Boulevard
Stamford, Connecticut 06901
Telephone No. (203) 388-9100
Facsimile No. (203) 388-9101
Eric.niederer@wilsonelser.com
File No. 15598.00010

CERTIFICATION

I certify that a copy of this document was mailed or delivered electronically or non-electronically on May 9, 2017 to all attorneys and self-represented parties of record and to all parties who have not appeared in this matter and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Michael J. Roskniek, Esq.
Miller, Roskniek, D'Amico
August & Butler, P.C.
1087 Broad Street
Bridgeport, Connecticut 06604
Attorney for Plaintiff

Janice Lai, Esq.
CityPlace II
185 Asylum Street
6th Floor
Hartford, CT 06103
Attorney for Plaintiff (Not yet appearing)

By: /s/ Eric W.F. Niederer
Eric W.F. Niederer (e25773)
Attorneys for Defendant
TRISTAR PRODUCTS, INC.
1010 Washington Boulevard
Stamford, Connecticut 06901
Telephone No. (203) 388-9100
Facsimile No. (203) 388-9101
Eric.niederer@wilsonsaiser.com

EXHIBIT A

RET. 3RD TUESDAY, MAY 2017 : SUPERIOR COURT
NUSHON SCALES : J.D. OF FAIRFIELD
VS. : AT BRIDGEPORT
TRISTAR PRODUCTS, INC.
AND WAL-MART STORES, INC. : APRIL 6, 2017

COMPLAINT

FIRST COUNT: (As to the Defendant, TRISTAR PRODUCTS, INC.)

1. At some time prior to April 9, 2015, a Power Cooker 6-Quart Digital Pressure Cooker ("Pressure Cooker") designed, manufactured and/or distributed by the Defendant, TRISTAR PRODUCTS, INC., and sold by the Defendant, WAL-MART STORES, INC., was purchased by the Plaintiff, NUSHON SCALES, of 412 Dover Street in Bridgeport, Connecticut.

2. At all times mentioned herein, the Defendant, TRISTAR PRODUCTS, INC., was a foreign corporation transacting business in the State of Connecticut.

3. At all times mentioned herein, the Defendant, TRISTAR PRODUCTS, INC., was engaged in the business of designing, manufacturing and/or distributing pressure cookers and other kitchen appliances, including the Pressure Cooker at issue in this case, with the expectation that such products would be shipped, purchased and used in the State of Connecticut, and the Pressure Cooker was in fact so shipped, purchased and used.

4. At all times mentioned herein, the Defendant, WAL-MART STORES, INC., INC., was a foreign corporation transacting business in the State of Connecticut.

5. At all times mentioned herein, the Defendant, WAL-MART STORES, INC., was engaged in the business of distributing and/or selling pressure cookers and other kitchen appliances, including the Pressure Cooker at issue in this case, with the expectation that such products would be shipped, purchased and used in Connecticut, and the Pressure Cooker was in fact so shipped, purchased and used.

6. Said Pressure Cooker was in a defective condition unreasonably dangerous to users and consumers when the Defendants placed it into the stream of commerce.

7. Said Pressure Cooker was expected to, and did, reach the home of the Plaintiff, NUSHION SCALES, without substantial change to the condition in which it was designed, manufactured, distributed and sold.

8. The Defendants knew that said Pressure Cooker would be used without inspection for defects and represented that it could be safely used and would be fit for the ordinary and foreseeable purposes for which it was purchased.

9. At all times mentioned herein, said Pressure Cooker was used in a manner that was reasonably foreseeable to the Defendants.

10. On or about April 9, 2015, the Plaintiff was using said Pressure Cooker to cook vegetables when it suddenly and without warning exploded, spraying the Plaintiff

with steam, hot liquid and/or cooking debris and causing the injuries and damages hereinafter set forth.

11. Pursuant to Connecticut General Statutes § 52-572 et seq., the Defendant, TRISTAR PRODUCTS, INC., is liable to the Plaintiff for her injuries and damages, which injuries and damages were proximately caused by the acts and/or omissions of the Defendant in one or more of the following respects:

a. in that said Pressure Cooker was defectively designed, making it unreasonably dangerous for ordinary and/or foreseeable use;

b. in that said Pressure Cooker was defectively manufactured, making it unreasonably dangerous for ordinary and/or foreseeable use;

c. in that the Defendant expressly and impliedly warranted, in promoting, marketing, distributing and/or selling said Pressure Cooker, that it was of merchantable quality, fit for the ordinary purposes for which it was sold and free from defects, and that its component parts were in a good, safe and efficient condition; the Plaintiff relied on the Defendant's express and implied warranties; and the Defendant breached its express and implied warranties because said Pressure Cooker was defective and unreasonably dangerous, not of merchantable quality and unfit for the ordinary and foreseeable uses to which it would be put and for which it was sold;

d. in that the Defendant distributed and/or sold said Pressure Cooker in a defective, dangerous and unsafe condition, thereby subjecting users and consumers, including the Plaintiff, to an unreasonable risk of injury;

e. In that the Defendant failed to properly warn users and consumers, including the Plaintiff, of the dangerous propensities of said Pressure Cooker;

f. in that the Defendant failed to properly instruct users and consumers of said Pressure Cooker in its proper operation so as to avoid exposing them to an unreasonable risk of injury;

g. in that that the Defendant failed to design, manufacture, distribute and/or sell said Pressure Cooker with reasonable care;

h. in that the Defendant failed to properly or adequately test and/or inspect said Pressure Cooker to determine whether it could be used without creating an unreasonable risk of serious injury and whether it included everything necessary to make it reasonably safe for its intended use, including adequate safety features and/or instructions;

i. in that the Defendant represented to consumers, including the Plaintiff, that said Pressure Cooker was safe for purchase and use by consumers for the ordinary and foreseeable uses ordinary and foreseeable uses to which it would be put and for which it was sold; and,

j. in that the Defendant failed to conduct a timely recal. of said Pressure Cooker when it knew or should have known of the dangerous propensities of said Pressure Cooker.

12. As a proximate result of the acts and/or omissions discussed above, the Plaintiff sustained severe personal injuries, from many of which she is still suffering, from some of which she will continue to suffer for a long period of time and from some of which she will permanently suffer. Specifically, the Plaintiff sustained:

- a. severe burns to the face, neck, chest, and arms;
- b. scarring; and,
- c. multiple abrasions, contusions, sprains, blisters, and bruises of her body, head and limbs.

13. As a further result of the Defendant's acts and/or omissions, the Plaintiff, NUSHON SCALES, received a general shock to her nervous system. She has endured and will continue to endure for a long period of time, great mental and physical suffering. She has been and will be permanently restricted and deprived of the usual pleasures, pursuits, diversions and recreations of life.

14. As a further result of the Defendant's acts and/or omissions, the Plaintiff has incurred expenses for medical care and attention and may continue to do so in the future.

15. As a further result of the Defendant's acts and/or omissions, the Plaintiff has incurred lost wages and/or a loss of earning capacity.

SECOND COUNT: (As to the Defendant, WALMART STORES, INC.)

1-10. Paragraphs 1 through 10, inclusive, of the First Count are hereby made Paragraphs 1 through 10, inclusive, of the Second Count as if fully set forth herein.

11. Pursuant to Connecticut General Statutes § 52-572 et seq., the Defendant, WAL-MART STORES, INC., is liable to the Plaintiff for her injuries and damages, which injuries and damages were proximately caused by the acts and/or omissions of the Defendant in one of more of the following respects:

a. in that said Pressure Cooker was defectively designed, making it unreasonably dangerous for ordinary and/or foreseeable use;

b. in that said Pressure Cooker was defectively manufactured, making it unreasonably dangerous for ordinary and/or foreseeable use;

c. in that the Defendant expressly and impliedly warranted, in promoting, marketing, distributing and/or selling said Pressure Cooker, that it was of merchantable quality, fit for the ordinary purposes for which it was sold and free from defects, and that its component parts were in a good, safe and efficient condition; the Plaintiff relied on the Defendant's express and implied warranties; and the Defendant breached its express and implied warranties because said Pressure Cooker was

defective and unreasonably dangerous, not of merchantable quality and unfit for the ordinary and foreseeable uses to which it would be put and for which it was sold;

d. in that the Defendant distributed and/or sold said Pressure Cooker in a defective, dangerous and unsafe condition, thereby subjecting users and consumers, including the Plaintiff, to an unreasonable risk of injury;

e. in that the Defendant failed to properly warn users and consumers, including the Plaintiff, of the dangerous propensities of said Pressure Cooker;

f. in that the Defendant failed to properly instruct users and consumers of said Pressure Cooker in its proper operation so as to avoid exposing them to an unreasonable risk of injury;

g. in that that the Defendant failed to design, manufacture, distribute and/or sell said Pressure Cooker with reasonable care;

h. in that the Defendant failed to properly or adequately test and/or inspect said Pressure Cooker to determine whether it could be used without creating an unreasonable risk of serious injury and whether it included everything necessary to make it reasonably safe for its intended use, including adequate safety features and/or instructions;

i. in that the Defendant represented to consumers, including the Plaintiff, that said Pressure Cooker was safe for purchase and use by consumers for the

ordinary and foreseeable uses ordinary and foreseeable uses to which it would be put and for which it was sold; and,

j. in that the Defendant failed to conduct a timely recall of said Pressure Cocker when it knew or should have known of the dangerous propensities of said Pressure Cocker.

12. As a proximate result of the acts and/or omissions discussed above, the Plaintiff sustained severe personal injuries, from many of which she is still suffering, from some of which she will continue to suffer for a long period of time and from some of which she will permanently suffer. Specifically, the Plaintiff sustained:

- a. severe burns to the face, neck, chest, and arms;
- b. scarring; and
- c. multiple abrasions, contusions, sprains, blisters, and bruises of her body, head and limbs.

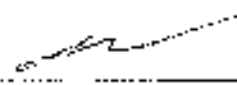
13. As a further result of the Defendant's acts and/or omissions, the Plaintiff, NUSHON SCALES, received a general shock to her nervous system. She has endured and will continue to endure for a long period of time, great mental and physical suffering. She has been and will be permanently restricted and deprived of the usual pleasures, pursuits, diversions and recreations of life.

14. As a further result of the Defendant's acts and/or omissions, the Plaintiff has incurred expenses for medical care and attention and may continue to do so in the future.

15. As a further result of the Defendant's acts and/or omissions, the Plaintiff has incurred lost wages and/or a loss of earning capacity.

WHEREFORE, the Plaintiff, NUSHON SCALES, claims damages within the jurisdiction of this Court.

THE PLAINTIFF

By 
MICHAEL J. ROSNICK
MILLER, ROSNICK, D'AMICO
AUGUST & BUTLER, P.C.
1087 Broad Street
Bridgeport, CT 06604
Phone: (203) 334-0191
Fax: (203) 334-3463
Juris: 038116

RET. 3RD TUESDAY, MAY 2017 : SUPERIOR COURT
NUSHON SCALES : J.D. OF FAIRFIELD
VS. : AT BRIDGEPORT
TRISTAR PRODUCTS, INC.
AND WAL-MART STORES, INC. : APRIL 6, 2017

AMOUNT IN DEMAND

The amount, legal interest or property in demand is FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) DOLLARS or more exclusive of interest and costs.

THE PLAINTIFF

By 
MICHAEL J. ROSNICK
MILLER, ROSNICK, D'AMICO
AUGUST & BUTLER, P.C.
1087 Broad Street
Bridgeport, CT 06604
Phone: (203) 334-0191
Fax: (203) 334-3463
Juris: 038115

EXHIBIT B

STATE OF CONNECTICUT)
) HARTFORD, APRIL 10, 2017
COUNTY OF HARTFORD)

Then and by virtue hereof, on the 10th day of April, 2017, and by the direction of the plaintiff's attorney, I made due and legal service on the within named defendant, **TRISTAR PRODUCTS, INC.**, by leaving a verified true and attested copy of the within original, **Writ, Summons, Complaint and Amount In Demand**, with and in the hands of Gary Scappini, Manager for **CT Corporation System**, Statutory Agent For Service for said defendant, at One Corporate Center, 14th Floor, in the City of Hartford.

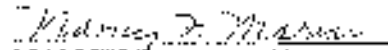
Also on the 10th day of April, 2017, and by the direction of the plaintiff's attorney, I made due and legal service on the within named defendant, **WAL-MART STORES, INC.**, by leaving a verified true and attested copy of the within original, **Writ, Summons, Complaint and Amount In Demand**, with and in the hands of Gary Scappini, Manager for **CT Corporation System**, Statutory Agent For Service for said defendant, at One Corporate Center, 14th Floor, in the City of Hartford.

The within is the original **Writ, Summons, Complaint and Amount In Demand**, with my doings hereon endorsed.

FEEES:

Pages \$ 24.00
Endorsements 2.80
Service 60.00
Travel 5.75
Total \$ 92.55

ATTEST:


NANCY P. MARINO
STATE MARSHAL
HARTFORD COUNTY

JD-46 (Rev. 10/15)

CIVIL COVER SHEET

The US-44 civil cover sheet and its instructions contain 1000 multiple choice questions that link the 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 December 1974, is required by the use of the Clerk of Court for the purpose of maintaining the civil docket sheet. *Do not check boxes for things that do not apply.*

<p>I. (a) PLAINTIFFS Nuscor Science</p> <p>(b) County of Residence of First Listed Plaintiff: <u>Bridgport, Connecticut</u> <i>(Connecticut, State of)</i></p> <p>(c) Attorney (with name, address, and telephone number): Miller, Rosenick, D'Amico, August & Butler, P.C. 1087 Broad Street, Bridgport, CT 06604 (203) 364-0794</p>	<p>DEFENDANTS Tristar Products, Inc.</p> <p>County of Residence of First Listed Defendant: <u>Fairfield, New Jersey</u> <i>(New Jersey, State of)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorney (with name, address, and telephone number): Eric W.F. Nielsen, Esq., William F. Lee, 1010 Washington Blvd., Stanford, CT 06901 (203) 388-6700</p>
--	---

<p>II. BASIS OF JURISDICTION <i>(Check one)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 3 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Citizens of Different States)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Check one for Plaintiff, one for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input checked="" type="checkbox"/> 2</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 3</td> <td><input checked="" type="checkbox"/> 3</td> <td>Citizen of Foreign Country</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> </table>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Citizen of Another State	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Citizen of Foreign Country	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2								
Citizen of Another State	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Citizen of Foreign Country	<input type="checkbox"/> 4	<input type="checkbox"/> 4								

IV. NATURE OF SUIT <i>(Check one for Cause of Action)</i>			Click here for: Nature of Suit Code Questions			
CONTRACT	PERSONAL INJURY	PERSONAL INJURY	PROPERTY	BANKRUPTCY	OTHER RELATIONS	
<input type="checkbox"/> 100 Breach of Contract <input type="checkbox"/> 101 Breach of Implied Contract <input type="checkbox"/> 102 Breach of Express Contract <input type="checkbox"/> 103 Breach of Employment Contract <input type="checkbox"/> 104 Breach of Lease <input type="checkbox"/> 105 Breach of Real Estate Contract <input type="checkbox"/> 106 Breach of Other Contract <input type="checkbox"/> 107 Breach of Other Contract <input type="checkbox"/> 108 Breach of Other Contract <input type="checkbox"/> 109 Breach of Other Contract <input type="checkbox"/> 110 Breach of Other Contract	<input type="checkbox"/> 201 Personal Injury <input type="checkbox"/> 202 Personal Injury <input type="checkbox"/> 203 Personal Injury <input type="checkbox"/> 204 Personal Injury <input type="checkbox"/> 205 Personal Injury <input type="checkbox"/> 206 Personal Injury <input type="checkbox"/> 207 Personal Injury <input type="checkbox"/> 208 Personal Injury <input type="checkbox"/> 209 Personal Injury <input type="checkbox"/> 210 Personal Injury <input type="checkbox"/> 211 Personal Injury <input type="checkbox"/> 212 Personal Injury <input type="checkbox"/> 213 Personal Injury <input type="checkbox"/> 214 Personal Injury <input type="checkbox"/> 215 Personal Injury <input type="checkbox"/> 216 Personal Injury <input type="checkbox"/> 217 Personal Injury <input type="checkbox"/> 218 Personal Injury <input type="checkbox"/> 219 Personal Injury <input type="checkbox"/> 220 Personal Injury	<input type="checkbox"/> 301 Personal Injury <input type="checkbox"/> 302 Personal Injury <input type="checkbox"/> 303 Personal Injury <input type="checkbox"/> 304 Personal Injury <input type="checkbox"/> 305 Personal Injury <input type="checkbox"/> 306 Personal Injury <input type="checkbox"/> 307 Personal Injury <input type="checkbox"/> 308 Personal Injury <input type="checkbox"/> 309 Personal Injury <input type="checkbox"/> 310 Personal Injury <input type="checkbox"/> 311 Personal Injury <input type="checkbox"/> 312 Personal Injury <input type="checkbox"/> 313 Personal Injury <input type="checkbox"/> 314 Personal Injury <input type="checkbox"/> 315 Personal Injury <input type="checkbox"/> 316 Personal Injury <input type="checkbox"/> 317 Personal Injury <input type="checkbox"/> 318 Personal Injury <input type="checkbox"/> 319 Personal Injury <input type="checkbox"/> 320 Personal Injury	<input type="checkbox"/> 401 Real Estate <input type="checkbox"/> 402 Real Estate <input type="checkbox"/> 403 Real Estate <input type="checkbox"/> 404 Real Estate <input type="checkbox"/> 405 Real Estate <input type="checkbox"/> 406 Real Estate <input type="checkbox"/> 407 Real Estate <input type="checkbox"/> 408 Real Estate <input type="checkbox"/> 409 Real Estate <input type="checkbox"/> 410 Real Estate <input type="checkbox"/> 411 Real Estate <input type="checkbox"/> 412 Real Estate <input type="checkbox"/> 413 Real Estate <input type="checkbox"/> 414 Real Estate <input type="checkbox"/> 415 Real Estate <input type="checkbox"/> 416 Real Estate <input type="checkbox"/> 417 Real Estate <input type="checkbox"/> 418 Real Estate <input type="checkbox"/> 419 Real Estate <input type="checkbox"/> 420 Real Estate	<input type="checkbox"/> 501 Bankruptcy <input type="checkbox"/> 502 Bankruptcy <input type="checkbox"/> 503 Bankruptcy <input type="checkbox"/> 504 Bankruptcy <input type="checkbox"/> 505 Bankruptcy <input type="checkbox"/> 506 Bankruptcy <input type="checkbox"/> 507 Bankruptcy <input type="checkbox"/> 508 Bankruptcy <input type="checkbox"/> 509 Bankruptcy <input type="checkbox"/> 510 Bankruptcy <input type="checkbox"/> 511 Bankruptcy <input type="checkbox"/> 512 Bankruptcy <input type="checkbox"/> 513 Bankruptcy <input type="checkbox"/> 514 Bankruptcy <input type="checkbox"/> 515 Bankruptcy <input type="checkbox"/> 516 Bankruptcy <input type="checkbox"/> 517 Bankruptcy <input type="checkbox"/> 518 Bankruptcy <input type="checkbox"/> 519 Bankruptcy <input type="checkbox"/> 520 Bankruptcy	<input type="checkbox"/> 601 Other Relations <input type="checkbox"/> 602 Other Relations <input type="checkbox"/> 603 Other Relations <input type="checkbox"/> 604 Other Relations <input type="checkbox"/> 605 Other Relations <input type="checkbox"/> 606 Other Relations <input type="checkbox"/> 607 Other Relations <input type="checkbox"/> 608 Other Relations <input type="checkbox"/> 609 Other Relations <input type="checkbox"/> 610 Other Relations <input type="checkbox"/> 611 Other Relations <input type="checkbox"/> 612 Other Relations <input type="checkbox"/> 613 Other Relations <input type="checkbox"/> 614 Other Relations <input type="checkbox"/> 615 Other Relations <input type="checkbox"/> 616 Other Relations <input type="checkbox"/> 617 Other Relations <input type="checkbox"/> 618 Other Relations <input type="checkbox"/> 619 Other Relations <input type="checkbox"/> 620 Other Relations	

V. ORIGIN *(Check one)*

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reopened

5 Transferred from Another District

6 Multi-district Litigation - Transfer

7 Multi-district Litigation - Central File

VI. CAUSE OF ACTION

Cite the U.S. Code Section under which you are filing *(Do not check both of these unless necessary)*

28 USC 1441 (a) and 1446

Brief description of cause:
Alleged injury from pressure cooker

VII. REQUESTED IN COMPLAINT:

DEMAND: IF THIS IS A CLASS ACTION UNDER 28 USC 23.1 CHECK

DEMAND \$ _____

CHECK YES, only if included in complaint

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

Case No. _____

JUDGE _____

DOCKET NUMBER _____

DATE: 5/9/17

SIGNATURE OF PLAINTIFF OR DEFENDANT: [Signature]

RECEIVED AMOUNT APPLICABLE FEE FEE RECEIVED MAR. FEE