

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

LISA FRAZIER,

Plaintiffs,

v.

HCA HOLDINGS, INC.,

Defendant.

Case No.

Filed Electronically

**COMPLAINT FOR PERMANENT INJUNCTION
REQUIRING CHANGES TO CORPORATE POLICY AND THE ELIMINATION OF
DIGITAL ACCESS BARRIERS PURSUANT TO 42 U.S.C. § 12188(a)(2)**

Lisa Frazier (“Plaintiff”) seeks a permanent injunction requiring a change in HCA Holdings, Inc.’s (“Defendant”) corporate policies to cause Defendant’s Websites to become, and remain, accessible, and in support thereof, Plaintiff asserts as follows:

INTRODUCTION

1. Plaintiff brings this action against Defendant and assert that its websites are not accessible to blind and visually impaired consumers in violation of Title III of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (the “ADA”). Plaintiff seeks a permanent injunction to cause a change in Defendant’s corporate policies related to its web-based technologies so that Defendant’s websites will become, and will remain, accessible. The websites at issue include, but are not limited to:

- (1) <http://alaskaregional.com/>;
- (2) <http://allencountyregional.com/>;
- (3) <http://auroramed.com/>;

- (4) [http://aventurahospital.com/;](http://aventurahospital.com/)
- (5) [http://bayshoremedical.com/;](http://bayshoremedical.com/)
- (6) [http://bayviewbehavioralhospital.com/;](http://bayviewbehavioralhospital.com/)
- (7) [http://beltonregionalmedicalcenter.com/;](http://beltonregionalmedicalcenter.com/)
- (8) [http://blakemedicalcenter.com/;](http://blakemedicalcenter.com/)
- (9) [http://brandonhospital.com/;](http://brandonhospital.com/)
- (10) [http://brighamcityhospital.com/;](http://brighamcityhospital.com/)
- (11) [http://cachevalleyhospital.com/;](http://cachevalleyhospital.com/)
- (12) [http://capitalregionalmedicalcenter.com/;](http://capitalregionalmedicalcenter.com/)
- (13) [http://cartersvillemedical.com/;](http://cartersvillemedical.com/)
- (14) [http://ccmedicalcenter.com/;](http://ccmedicalcenter.com/)
- (15) [http://centerpointmedical.com/;](http://centerpointmedical.com/)
- (16) [http://centralfloridaregional.com/;](http://centralfloridaregional.com/)
- (17) [http://chippenhammed.com/;](http://chippenhammed.com/)
- (18) [http://www.citrusmh.com/;](http://www.citrusmh.com/)
- (19) [http://clearlakermc.com/;](http://clearlakermc.com/)
- (20) [http://coliseumhealthsystem.com/;](http://coliseumhealthsystem.com/)
- (21) [http://colletonmedical.com/;](http://colletonmedical.com/)
- (22) [http://conroeregional.com/;](http://conroeregional.com/)
- (23) <http://doctors-hospital.net/>
- (24) [http://doctorsofsarasota.com/;](http://doctorsofsarasota.com/)
- (25) [http://dominionhospital.com/;](http://dominionhospital.com/)
- (26) [http://easthoustonrmc.com/;](http://easthoustonrmc.com/)

- (27) [http://eastsidemedical.com/;](http://eastsidemedical.com/)
- (28) [http://eirmc.com/;](http://eirmc.com/)
- (29) [http://englewoodcommhospital.com/;](http://englewoodcommhospital.com/)
- (30) [http://fairviewparkhospital.com/;](http://fairviewparkhospital.com/)
- (31) [http://fawcethospital.com/;](http://fawcethospital.com/)
- (32) [http://frankfortregional.com/;](http://frankfortregional.com/)
- (33) [http://fwbmc.com/;](http://fwbmc.com/)
- (34) [http://gardenparkmedical.com/;](http://gardenparkmedical.com/)
- (35) [http://gcmc-pc.com/;](http://gcmc-pc.com/)
- (36) [http://goodsamsanjose.com/;](http://goodsamsanjose.com/)
- (37) [http://grandstrandmed.com/;](http://grandstrandmed.com/)
- (38) [http://henricodoctors.com/;](http://henricodoctors.com/)
- (39) [http://jfkmc.com/;](http://jfkmc.com/)
- (40) [http://jfknorth.com/;](http://jfknorth.com/)
- (41) [http://johnrandolphmedicalcenter.com/;](http://johnrandolphmedicalcenter.com/)
- (42) [http://johnstonwillismed.com/;](http://johnstonwillismed.com/)
- (43) [http://kendallmed.com/;](http://kendallmed.com/)
- (44) [http://kingwoodmedical.com/;](http://kingwoodmedical.com/)
- (45) [http://lafayetteregionalhealthcenter.com/;](http://lafayetteregionalhealthcenter.com/)
- (46) [http://lakecitymedical.com/;](http://lakecitymedical.com/)
- (47) [http://lakeviewhospital.com/;](http://lakeviewhospital.com/)
- (48) [http://lakeviewregional.com/;](http://lakeviewregional.com/)
- (49) [http://largomedical.com/;](http://largomedical.com/)

- (50) [http://laspalmasdelsolhealthcare.com/;](http://laspalmasdelsolhealthcare.com/)
- (51) [http://lawnwoodmed.com/;](http://lawnwoodmed.com/)
- (52) [http://leessummitmedicalcenter.com/;](http://leessummitmedicalcenter.com/)
- (53) [http://lonepeakhospital.com/;](http://lonepeakhospital.com/)
- (54) [http://losrobleshospital.com/;](http://losrobleshospital.com/)
- (55) [http://mainlandmedical.com/;](http://mainlandmedical.com/)
- (56) [http://medicalcentertrinity.com/;](http://medicalcentertrinity.com/)
- (57) [http://medicalcityalliance.com/;](http://medicalcityalliance.com/)
- (58) [http://medicalcityarlington.com/;](http://medicalcityarlington.com/)
- (59) [http://medicalcitychildrenshospital.com/;](http://medicalcitychildrenshospital.com/)
- (60) [http://medicalcitydenton.com/;](http://medicalcitydenton.com/)
- (61) [http://medicalcityfortworth.com/;](http://medicalcityfortworth.com/)
- (62) [http://medicalcityfrisco.com/;](http://medicalcityfrisco.com/)
- (63) [http://medicalcitygreenoaks.com/;](http://medicalcitygreenoaks.com/)
- (64) [http://medicalcityhospital.com/;](http://medicalcityhospital.com/)
- (65) [http://medicalcitylascolinas.com/;](http://medicalcitylascolinas.com/)
- (66) [http://medicalcitylewisville.com/;](http://medicalcitylewisville.com/)
- (67) [http://medicalcitymckinney.com/;](http://medicalcitymckinney.com/)
- (68) [http://medicalcitynorthhills.com/;](http://medicalcitynorthhills.com/)
- (69) [http://medicalcityplano.com/;](http://medicalcityplano.com/)
- (70) [http://medicalcityurgentcare.com/;](http://medicalcityurgentcare.com/)
- (71) [http://memorialhospitaljax.com/;](http://memorialhospitaljax.com/)
- (72) [http://memorialhospitaltampa.com/;](http://memorialhospitaltampa.com/)

- (73) [http://menorahmedicalcenter.com/;](http://menorahmedicalcenter.com/)
- (74) [http://mercymiami.com/;](http://mercymiami.com/)
- (75) [http://mountainview-hospital.com/;](http://mountainview-hospital.com/)
- (76) [http://mvhpayson.com/;](http://mvhpayson.com/)
- (77) [http://nfrmc.com/;](http://nfrmc.com/)
- (78) [http://northsidehospital.com/;](http://northsidehospital.com/)
- (79) [http://northsuburban.com/;](http://northsuburban.com/)
- (80) [http://northwestmed.com/;](http://northwestmed.com/)
- (81) [http://oakhillhospital.com/;](http://oakhillhospital.com/)
- (82) [http://ocalahealthsystem.com/;](http://ocalahealthsystem.com/)
- (83) [http://ogdenregional.com/;](http://ogdenregional.com/)
- (84) [http://oprmc.com/;](http://oprmc.com/)
- (85) [http://orangeparkmedical.com/;](http://orangeparkmedical.com/)
- (86) [http://osceolaregional.com/;](http://osceolaregional.com/)
- (87) [http://palmspasadena.com/;](http://palmspasadena.com/)
- (88) [http://palmswesthospital.com/;](http://palmswesthospital.com/)
- (89) [http://parhamdoctors.com/;](http://parhamdoctors.com/)
- (90) [http://parklandmedicalcenter.com/;](http://parklandmedicalcenter.com/)
- (91) [http://parkridgeeasthospital.com/;](http://parkridgeeasthospital.com/)
- (92) [http://parkridgemedicalcenter.com/;](http://parkridgemedicalcenter.com/)
- (93) [http://parkridgevalley.com/;](http://parkridgevalley.com/)
- (94) [http://parkridgewesthospital.com/;](http://parkridgewesthospital.com/)
- (95) [http://pcmfl.com/;](http://pcmfl.com/)

- (96) <http://pearlandmc.com/>;
- (97) <http://plantationgeneral.com/>;
- (98) <http://poincianamedicalcenter.com/>;
- (99) <http://portsmouthhospital.com/>;
- (100) <http://pslmc.com/>;
- (101) <http://rapidesregional.com/>;
- (102) <http://raulersonhospital.com/>;
- (103) <http://redmondregional.com/>;
- (104) <http://regionalhospital.com/>;
- (105) <http://regionalmedicalsanjose.com/>;
- (106) <http://researchmedicalcenter.com/>;
- (107) <http://researchpsychiatriccenter.com/>;
- (108) <http://restonhospital.com/>;
- (109) <http://retreatdoctors.com/>;
- (110) <http://riohealth.com/>;
- (111) <http://riversidecommunityhospital.com/>;
- (112) <http://rmchealth.com/>;
- (113) <http://rockymountainhospitalforchildren.com/>;
- (114) <http://rosemed.com/>;
- (115) <http://sahealth.com/>;
- (116) <http://sisteremmanuelhospital.com/>;
- (117) <http://skyridgemedcenter.com/>;
- (118) <http://southbayhospital.com/>;

- (119) <http://southernhillshospital.com/>;
- (120) <http://spaldingrehab.com/>;
- (121) <http://specialtyhospitaljax.com/>;
- (122) <http://spotsrmc.com/>;
- (123) <http://stdavids.com/>;
- (124) <http://stluciemed.com/>;
- (125) <http://stmarkshospital.com/>;
- (126) <http://stonespringshospital.com/>;
- (127) <http://stpetegeneral.com/>;
- (128) <http://sunrisechildrenshospital.com/>;
- (129) <http://sunrisehospital.com/>;
- (130) <http://swedishhospital.com/>;
- (131) <http://tampacommunityhospital.com/>;
- (132) <http://tchospital.com/>;
- (133) <http://texasorthopedic.com/>;
- (134) <http://thechildrenshospitalnashville.com/>;
- (135) <http://timphospital.com/>;
- (136) <http://tridenthealthsystem.com/>;
- (137) <http://tristarashlandcity.com/>;
- (138) <http://tristarcentennial.com/>;
- (139) <http://tristargreenviewregional.com/>;
- (140) <http://tristarhendersonville.com/>;
- (141) <http://tristarhorizon.com/>;

- (142) <http://tristarparthenonpavilion.com/>;
- (143) <http://tristarskyline.com/>;
- (144) <http://tristarskylinemadison.com/>;
- (145) <http://tristarsouthernhills.com/>;
- (146) <http://tristarstonecrest.com/>;
- (147) <http://tristarsummit.com/>;
- (148) <http://tulanehealthcare.com/>;
- (149) <http://tulanelakeside.com/>;
- (150) <http://uhmchealth.com/>;
- (151) <http://valleyregionalmedicalcenter.com/>;
- (152) <http://wesleymc.com/>;
- (153) <http://westfloridahospital.com/>;
- (154) <http://westhillshospital.com/>;
- (155) <http://westhoustonmedical.com/>;
- (156) <http://westsideregional.com/>;
- (157) <http://westvalleymedctr.com/>;
- (158) <http://womanshospital.com/>;
- (159) <http://womens-childrens.com/> (the “Websites”).

2. While the increasing pervasiveness of digital information presents an unprecedented opportunity to increase access to goods and services for people with perceptual or motor disabilities, website developers and web content developers often implement digital technologies without regard to whether those technologies can be accessed by individuals with

disabilities. This is notwithstanding the fact that accessible technology is both readily available and cost effective.

3. Consumers with visual disabilities must use screen reading software or other assistive technologies in order to access website content. Defendant's Websites contain digital barriers which limit the ability of blind and visually impaired consumers to access the site.

4. Plaintiff has patronized Defendant's Websites in the past, and intend to patronize Defendant's Websites in the future. However, unless Defendant is required to eliminate the access barriers at issue and required to change its policies so that access barriers do not reoccur on Defendant's Websites, Plaintiff will continue to be denied full access to the Websites as described, and will be deterred from fully using Defendant's Websites in the future.

5. The ADA expressly contemplates the type of injunctive relief that Plaintiff seeks in this action. In relevant part, the ADA requires:

In the case of violations of . . . this title, injunctive relief shall include an order to alter facilities to make such facilities readily accessible to and usable by individuals with disabilities....Where appropriate, injunctive relief shall also include requiring the . . . modification of a policy. . .

42 U.S.C. § 12188(a)(2).

6. Because Defendant's Websites have never been accessible and because Defendant does not have, and has never had, a corporate policy that is reasonably calculated to cause its Websites to become and remain accessible, Plaintiff invokes 42 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring:

- a) that Defendant retain a qualified consultant acceptable to Plaintiff ("Mutually Agreed Upon Consultant") and who shall assist it in improving the accessibility of its Websites so that they comply with version 2.0 of the Web Content Accessibility Guidelines ("WCAG 2.0 AA");

- b) that Defendant work with the Mutually Agreed Upon Consultant to ensure that all employees involved in website development and content development be given web accessibility training on a periodic basis calculated to achieve ongoing compliance with WCAG 2.0 AA;
- c) that Defendant work with the Mutually Agreed Upon Consultant to perform an automated accessibility audit on a periodic basis to evaluate whether Defendant's Websites continue to comply with WCAG 2.0 AA on an ongoing basis;
- d) that Defendant work with the Mutually Agreed Upon Consultant to perform end-user accessibility/usability testing on a periodic basis with said testing to be performed by individuals with various disabilities to evaluate whether Defendant's Websites continue to comply with WCAG 2.0 AA on an ongoing basis; and,
- e) that Defendant work with the Mutually Agreed Upon Consultant to create an accessibility policy that will be posted on its Websites, along with an e-mail address and toll free phone number to report accessibility-related problems.¹

JURISDICTION AND VENUE

7. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12188.

8. Plaintiff's claims asserted herein arose in this judicial district.

9. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)(2) in that this is the judicial district in which a substantial part of the acts and omissions giving rise to the claims occurred.

¹ Web-based technologies have features and content that are modified on a daily, and in some instances an hourly, basis, and a one time "fix" to an inaccessible website will not cause the website to remain accessible without a corresponding change in corporate policies related to those web-based technologies. To evaluate whether an inaccessible website has been rendered accessible, and whether corporate policies related to web-based technologies have been changed in a meaningful manner that will cause the website to remain accessible, the website must be reviewed on periodic basis using both automated accessibility screening tools and end user testing by disabled individuals.

PARTIES

10. Plaintiff is and, at all times relevant hereto, has been a resident of Allegheny County, Pennsylvania. Plaintiff is and, at all times relevant hereto, has been legally blind and is therefore a member of a protected class under the ADA, 42 U.S.C. § 12102(2) and the regulations implementing the ADA set forth at 28 CFR §§ 36.101 *et seq.*

11. Defendant HCA Holdings, Inc. is a Delaware corporation with its principal place of business located at One Park Plaza, Nashville, TN 37203. Defendant owns, operates and maintains healthcare facilities throughout the United States. Defendant's brick and mortar locations and websites are integrated and are public accommodations pursuant to 42 U.S.C. § 12181(7).

FACTUAL BACKGROUND

12. The internet has become a significant source of information and a means for conducting everyday activities such as shopping, banking, gaming, lodging, entertainment, and healthcare for both sighted as well as persons with visual and other perceptual or motor disabilities.

13. Individuals with visual disabilities may access websites by using keyboards in conjunction with screen reader software that converts text to audio. Screen reader software provides the primary method by which individuals with visual disabilities may independently use the internet. Unless websites are designed to be read by screen reader software, individuals with visual disabilities are unable to fully access websites and the information, products and services available through the sites.

14. The international website standards organization, W3C, has published WCAG 2.0 AA. WCAG 2.0 AA provides widely accepted guidelines for making websites accessible to individuals with disabilities. These guidelines have been endorsed by the United States Department of Justice, Department of Transportation, and numerous federal courts.

15. The Department of Justice utilizes the WCAG 2.0 Standards as a benchmark for satisfying the requirements of 42 U.S.C. §§ 12182(a) and 12182(b)(2)(A)(iii). *See, e.g.*, Nondiscrimination on the Basis of Disability, Accessibility of Web Information and Services of State and Local Government Entities and Public Accommodations, 75 Fed. Reg. 43460, 43465 (July 26, 2010) (stating that WCAG 2.0 Guidelines provide "recognized voluntary international guidelines for Web accessibility").

16. In solidarity, the Department of Transportation adopted a Final Rule on November 12, 2013 requiring U.S. and foreign air carriers to conform their websites' public-facing pages to the WCAG 2.0 (AA) standards by December 12, 2016.

17. Through its Websites, Defendant offers users the information they need to schedule and pre-register for appointments, pay bills, research services, physicians, classes, and medical issues, and locate Defendant's physical locations.

18. Plaintiff is permanently blind and uses screen reader software in order to access the internet and read website content.

19. Despite attempting to use and navigate the Websites, Plaintiff has been denied the full use and enjoyment of the facilities, goods, and services available on the Websites as a result of access barriers.

20. The barriers at the Websites have caused a denial of Plaintiff's full and equal access in the past, and now deter Plaintiff from attempting to use Defendant's Websites.

21. The access barriers at the Websites include, but are not limited to, the following:

- a) A text equivalent for every non-text element is not provided;
- b) Information about the meaning and structure of content is not conveyed by more than the visual presentation of content;

- c) Text cannot be resized up to 200 percent without assistive technology so that it may still be viewed without loss of content or functionality;
- d) Not all functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function depends on the path of the user's movement;
- e) On pages where a user can move to a part of a page via the keyboard, the user is unable to move away from that part of the page using only the keyboard;
- f) If the content enforces a time limit, the user is not always able to extend, adjust or disable it unless the time limit is part of a real time activity or would invalidate the activity;
- g) A mechanism is not always available to bypass blocks of content that are repeated on multiple web pages;
- h) Web pages lack titles that describe their topic or purpose;
- i) The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j) Changing the setting of any user interface component may automatically cause a change of context unless the user has been informed before using the component;
- k) Labels or instructions are not always provided when content requires user input;
- l) In content implemented using markup languages, elements do not always have complete start and end tags, are nested according to their specifications, may contain duplicate attributes, and IDs are not always unique; and
- m) The name and role of all UI elements cannot be programmatically determined; things that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

22. If the Websites were accessible, Plaintiff could independently access and use the various features, described above, on Defendant's Website.

23. Though Defendant may have centralized policies regarding the maintenance and operation of its Websites, Defendant has never had a plan or policy that is reasonably calculated

to make its Websites fully accessible to, and independently usable by, individuals with visual disabilities.

24. Without injunctive relief, Plaintiff and other individuals with visual disabilities will continue to be unable to independently use the Websites in violation of their rights under the ADA.

SUBSTANTIVE VIOLATION
(Title III of the ADA, 42 U.S.C. § 12181 *et seq.*)

25. The allegations contained in the previous paragraphs are incorporated by reference.

26. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 *et seq.*, provides: “No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a).

27. Defendant’s brick-and-mortar locations and integrated Website are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7).

28. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages or accommodations of an entity. 42 U.S.C. § 12182(b)(1)(A)(i).

29. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities an opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages or accommodations, which is equal to the opportunities afforded to other individuals. 42 U.S.C. §12182(b)(1)(A)(ii).

30. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: “a failure to make reasonable modifications in policies, practices or

procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations; and a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage or accommodation being offered or would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii); *see also* 28 C.F.R. § 36.303(a).

31. Title III requires that “[a] public accommodation shall furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities.” 28 C.F.R. § 36.303(c)(1). The regulation sets forth numerous examples of “auxiliary aids and services,” including “...accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.” 28 C.F.R. § 36.303(b).

32. The acts alleged herein constitute violations of Title III of the ADA, and the regulations promulgated thereunder. Plaintiff, who is blind and has disabilities that substantially limit the major life activity of seeing within the meaning of 42 U.S.C. §§ 12102(1)(A) and (2)(A), have been denied full and equal access to the Website. Plaintiff has not been provided services that are provided to other patrons who are not disabled, and/or have been provided services that are inferior to the services provided to non-disabled persons. Defendant has failed to take any prompt and equitable steps to remedy its discriminatory conduct. These violations are ongoing.

33. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures and rights set forth and incorporated therein, Plaintiff requests relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for:

- a. A Declaratory Judgment that at the commencement of this action Defendant was in violation of the specific requirements of Title III of the ADA described above, and the relevant implementing regulations of the ADA, in that Defendant took no action that was reasonably calculated to ensure that its Websites are fully accessible to, and independently usable by, individuals with visual disabilities;
- b. A permanent injunction pursuant to 42 U.S.C. § 12188(a)(2) and 28 CFR § 36.504 (a) which directs Defendant to take all steps necessary to bring its Websites into full compliance with the requirements set forth in the ADA, and its implementing regulations, so that its Websites are fully accessible to, and independently usable by, individuals with visual disabilities, and which further directs that the Court shall retain jurisdiction for a period to be determined to ensure that Defendant has adopted and is following an institutional policy that will in fact cause Defendant to remain fully in compliance with the law—the specific injunctive relief requested by Plaintiffs is described more fully in Paragraph 6 above;
- c. Payment of costs of suit;
- d. Payment of reasonable attorneys' fees, pursuant to 42 U.S.C. § 12205 and 28 CFR § 36.505; and
- e. The provision of whatever other relief the Court deems just, equitable and appropriate.

Dated: January 25, 2017

Respectfully Submitted,

/s/ Benjamin J. Sweet

Benjamin J. Sweet
bsweet@carlsonlynch.com

Kevin W. Tucker

Kevin W. Tucker
**CARLSON LYNCH SWEET KILPELA
& CARPENTER, LLP**
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Phone: (412) 322.9243
Fax: (412) 231.0246

Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

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

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

DEFENDANTS

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

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

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

JS 44A REVISED June, 2009
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____ . Short Caption _____
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit
EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Select the applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

Date: _____

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH ÔŠPRU MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

)
)
)
)
)
)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: