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CIVIL RECORDS
N.J. SUPERIOR COURT
MIDDLESEX VICINAGE

2015 MAR 20 A 10:02

**DANIEL ASIEDU, individually and
on behalf of and all others
similarly situated,**

Plaintiff

vs.

**GARDEN SAVINGS FEDERAL
CREDIT UNION; ABC
CORPORATIONS (1-10); and JOHN
DOES (1-10)**

Defendant(s)

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY**

DOCKET NO.: MID-L- 01760-15

CIVIL ACTION

**CLASS ACTION COMPLAINT AND JURY
DEMAND**

Plaintiff, DANIEL ASIEDU, individually and on behalf of all others similarly situated,
for his Complaint against the Defendants states as follows:

INTRODUCTION

1. This class action seeks monetary and injunctive relief to redress an unlawful and deceptive pattern of wrongdoing followed by defendant, Garden Savings Federal Credit Union ("Garden Savings"), ABC Corporations (1-10) and/or and John Does (1-10) regarding the repossession and repossession sale of vehicles.

2. As more particularly described below, Garden Savings, ABC Corporations (1-10) and/or and John Does (1-10) failed to send to Mr. Asiedu and class members a statutorily-compliant post-repossession notice that properly, accurately and completely disclosed the following important and material consumer rights information required by New Jersey statutory law, including, but not limited to:

{KB265602.1 001191-10149}

- a. a description of the amount of deficiency and the basis upon which the deficiency was calculated;
- b. the correct redemption deadline;
- c. the method of intended disposition;
- d. the time, date and place of a disposition or the time after which any other disposition is to be made; and
- e. the consumer's entitlement to an accounting of any unpaid indebtedness, and the charge, if any for an accounting.

3. Mr. Asiedu brings this action on behalf of himself and all other similarly situated consumers. Mr. Asiedu seeks statutory damages as provided by the Uniform Commercial Code ("UCC"), New Jersey Consumer Fraud Act, and such other, further relief as this Court may deem appropriate.

PARTIES

4. Plaintiff, Daniel Asiedu, is a resident of the City of Newark, County of Essex and State of New Jersey.

5. Defendant, Garden Savings, is a federal credit union that does business in Northern and Central New Jersey with members from corresponding counties, including Middlesex County.

6. At all times mentioned in this Complaint, Garden Savings was engaged in the business of providing financing to purchasers of new and used vehicles.

7. Defendants, ABC Corporations (1-10) and John Doe (1-10), are one or more currently unknown persons, entities, associations, partnerships, joint ventures and/or corporations that may be held liable for the wrongful acts described in this Complaint, including but not limited to any and all third parties to whom the defendant subcontracted the

responsibilities of sending post repossession notices and/or post repossession sales whose identities are unknown.

BACKGROUND

8. On or about March 5, 2008, Mr. Asiedu acquired a vehicle from G2 Auto Sales, which was financed through Garden Savings.

9. The amount financed was approximately \$36,000 to be paid over 72 months at \$840 per month.

10. Mr. Asiedu was referred to Garden Savings through G2 Auto Sales.

11. Prior to completing the vehicle loan, Garden Savings required Mr. Asiedu to complete an application and open an account as a condition for financing

12. Upon information and belief, Garden Savings and G2 Auto Sales had a standing agreement regarding referral of G2 Auto Sales' customers to Garden Savings for vehicle loans.

13. Pursuant to this agreement, an employee, servant or agent of G2 Auto Sales advised Mr. Asiedu that G2 Auto Sales received \$1,500 from Garden Savings for each transaction completed where the purchaser had bad credit.

14. Mr. Asiedu entered into a finance agreement with Garden Savings.

15. In or about the summer of 2011, Garden Savings repossessed or caused to be repossessed Mr. Asiedu's vehicle.

16. This repossession was done in an improper manner, breached the peace, and violated the Uniform Commercial Code.

17. In particular, an agent, servant or employee of the repossessing company and/or Garden Savings was in possession of a firearm and exposed the firearm to Mr. Asiedu while such person was in the repossession process.

18. After the vehicle was repossessed, Mr. Asiedu did not receive any correspondence from Garden Savings regarding the repossession either prior to or after the date of the sale as required under New Jersey law.

19. The failure to provide such notices violates New Jersey law, including, but not limited to:

a. Garden Savings failed to specify if it intended to dispose of the Vehicle by private or public sale and, if by public sale, the time and place of such sale, as required by *N.J.S.A. 12A:9-613* and *12A:9-614* of the UCC;

b. Garden Savings did not disclose that Mr. Asiedu was entitled to an accounting of unpaid indebtedness and the charge, if any, for any accounting as required by *N.J.S.A. 12A:9-613* and *12A:9-614* of the UCC; and

c. Garden Savings failed to disclose to Mr. Asiedu the correct time period for redemption as required by *N.J.S.A. 12A:9-623* of the UCC.

20. Under the UCC, a notification that lacks any of the information required under the UCC is insufficient as a matter of law.

21. Further, under the UCC, "every non-compliance . . . results in liability, regardless of any injury that may have resulted." *N.J.S.A. 12A:9-625*, Comment, Note 4.

22. Upon information and belief, Garden Savings has unlawfully collected and/or attempted to collect deficiency balances from consumers issued defective post-repossession notices, without accounting for a set-off in the amount of statutory damages set forth under *N.J.S.A. 12A:9-625* of the UCC.

23. Upon information and belief, in addition to the unlawful collection and/or attempt to collect deficiency balances from consumers, Garden Savings has maintained a practice and

policy of reporting to the three national consumer reporting agencies, Equifax Credit Information Services, Inc., Experian, Inc. and TransUnion, LLC, derogatory information concerning Mr. Asiedu and class members which failed to account for the statutory presumption and/or set-off for statutory damages previously described.

CLASS ACTION ALLEGATIONS

24. Pursuant to R. 4:32-1, Plaintiff brings this action on behalf of himself and all other persons similarly situated. The Class is defined to include:

All New Jersey persons or entities who, within the applicable statute of limitations, have or had a finance agreement held by Garden Savings Federal Credit Union ("Garden Savings), had their motor vehicle repossessed by Garden Savings and/or its agents, and Garden Savings and/or its agents failed to send mandated post-repossession notice(s) or were sent post-repossession notice(s) by Garden Savings and/or its agent that failed to contain one or more of the mandated statutory disclosures.

25. There are questions of law and fact that are common to all members of the Class, which predominate over any question affecting only individual Class members.

26. The principal common issues include, but are not limited to,

- a. Whether Garden Savings violated the UCC by failing to disclose the correct redemption deadline;
- b. Whether Garden Savings violated the UCC by failing to disclose the method of intended disposition;
- c. Whether Garden Savings violated the UCC by failing to disclose a consumer's entitlement to an accounting of any unpaid indebtedness, and the charge, if any, for an accounting;
- d. Whether Garden Savings violated the UCC by failing to disclose the time and place of a disposition or the time after which any other disposition is to be made;

e. Whether Garden Savings wrongfully collected or attempted to collect deficiency balances from consumers without accounting for a set-off in the amount of statutory damages available as a remedy for issuing defective post-repossession notices;

f. Whether Garden Savings wrongfully disclosed to national consumer reporting agencies derogatory information about Plaintiff and members of the Class without accounting for the statutory presumption and/or set-off for statutory damages;

g. Whether Garden Savings violated the New Jersey Consumer Fraud Act;
and

h. Whether Plaintiff and members of the Class are entitled to compensatory, statutory, or punitive damages against Garden Savings for Garden Savings' wrongful and illegal conduct.

27. Plaintiff's claims are typical of the claims of the Class because the claims are based on the same legal and remedial theories and each class member was not sent and credit reporting activities described above.

28. Plaintiff will fairly and adequately protect the interests of all Class members in the prosecution of this action and in the administration of all matters relating to the claims stated herein.

29. Plaintiff is similarly situated with, and has suffered similar injuries as, the members of the Class that he seeks to represent.

30. Plaintiff has retained counsel experienced in complex litigation and class action cases.

31. Neither Plaintiff nor counsel has any interest that may cause them to not vigorously pursue this action.

32. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, because:

- a. The individual Class members' damages are in amounts that are too small to justify the expense of separate lawsuits. The individual claims in the aggregate, however, make litigation financially feasible;
- b. Concentration of the litigation concerning this matter in this Court is desirable;
- c. Failure of justice will result from the absence of a class action; and
- d. The Class and the difficulties likely to be encountered in the management of this class action are negligible.

33. The Class is so numerous as to make it impracticable to join all members of the Class as plaintiffs.

COUNT ONE: VIOLATION OF N.J.S.A 12A:9-610

34. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

35. *N.J.S.A. 12A:9-610* provides that "every aspect of a disposition of collateral, including the method, manner, time, place and other terms, must be commercially reasonable."

36. Garden Savings has engaged and is continuing to engage in material violations of the UCC in that Garden Savings has failed to serve the post-repossession notice(s) required by applicable UCC provisions and/or that the form represented by the Notice of Sale fails to comply with the governing provisions of the UCC.

37. Garden Savings has deprived Plaintiff and the Class members of substantial rights granted them under the UCC, including, but not limited to, the right to obtain a Notice of Sale that fully and accurately discloses their rights upon repossession.

38. As a direct and proximate result of the acts previously described and Garden Savings's on-going unlawful conduct, Plaintiff and the Class members have been damaged and have suffered economic losses.

39. Plaintiff and the Class members are entitled to damages pursuant to *N.J.S.A.* 12A:9-625 of the UCC, as well as any other applicable compensatory, statutory, punitive, injunctive or equitable relief.

COUNT TWO: VIOLATION OF N.J.S.A 12A:9-611

40. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

41. *N.J.S.A.* 12A:9-611 of the UCC requires secured parties, such as Garden Savings, to send a "reasonable authenticated notification" of disposition of collateral.

42. Garden Savings violated *N.J.S.A.* 12A:9-611 because Garden Savings failed to provide reasonable notice of disposition of collateral to Plaintiff and the Class members.

43. As a direct and proximate result of the acts previously described and Garden Savings 's on-going unlawful conduct, Plaintiff and the Class members have been damaged and have suffered economic losses.

44. Plaintiff and the Class members are entitled to damages pursuant to *N.J.S.A.* 12A:9-625 of the UCC, as well as any other applicable compensatory, statutory, punitive, injunctive or equitable relief.

COUNT THREE: VIOLATION OF N.J.S.A 12A:9-614

45. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

46. *N.J.S.A. 12A:9-614* of the UCC requires that a post-repossession notice include the information provided in *N.J.S.A. 12A:9-613*.

47. Garden State violated *N.J.S.A. 12A:9-614* because it failed to provide Plaintiff and the Class with a notice satisfying *N.J.S.A. 12A:9-614*.

48. As a direct and proximate result of the acts previously described and Garden Savings' on-going unlawful conduct, Plaintiff and the Class members have been damaged and have suffered economic losses.

49. Plaintiff and the Class members are entitled to damages pursuant to *N.J.S.A. 12A:9-625* of the UCC, as well as any other applicable compensatory, statutory, punitive, injunctive or equitable relief.

COUNT FOUR: VIOLATION OF N.J.S.A 12A:9-623

50. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

51. Section *N.J.S.A. 12A:9-623* of the UCC provides that a debtor may redeem a vehicle at any time before the vehicle's disposition.

52. Garden Savings' failure to send a Notice of Sale violated *N.J.S.A. 12A:9-623*.

53. As a direct and proximate result of the acts previously described and Garden Savings' on-going unlawful conduct, Plaintiff and the Class members have been damaged and have suffered economic losses.

54. Plaintiff and the Class members are entitled to applicable compensatory, statutory, punitive, injunctive or equitable relief.

COUNT FIVE: VIOLATION OF N.J.S.A 12A:9-625

55. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

56. As previously described, since the repossession of Plaintiff Vehicle and the vehicles of the Class members, upon information and belief, Garden Savings has wrongfully collected and/or reported credit information to the credit reporting agencies.

57. Pursuant to N.J.S.A. 12A:9-625 of the UCC, a court may enter an order restraining collection, enforcement, or disposition of collateral on appropriate terms and conditions.

58. Plaintiff and the Class members do not have an adequate remedy at law regarding the continued collection and/or reporting of materially inaccurate adverse credit information to the credit reporting agencies.

59. Plaintiff and the Class members will suffer irreparable injury if Garden Savings is not enjoined from the future wrongful collection and reporting of adverse information to the credit reporting agencies.

COUNT SIX: VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT

60. Plaintiff repeats and realleges the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

61. Numerous controlling state cases recite and explain the broad remedial aims of the New Jersey Consumer Fraud Act. ("NJFCA").

62. Plaintiff's and the Class members' vehicles are "merchandise" within the NJCFA.

63. Plaintiff and the Class members are consumers within the protective ambit of the NJCFA, who financed their vehicles for personal, family and household uses.

64. Garden Saving's failure to provide the statutorily-compliant, as previously described, violated the NJCFA as a matter of law.

65. Garden Savings' actions as previously described also constitute knowing omissions, suppressions and/or concealments of material facts, made with the intent that Plaintiff and the Class members rely upon such concealments, suppressions or omissions regarding Plaintiff's and the Class members' post-repossession rights in violation of the NJCFA.

66. Garden Savings' actions as previously described also evidence a lack of good faith, honesty in fact and observance of fair dealing so as to constitute an unconscionable commercial practice in violation of the Consumer Fraud Act.

67. Plaintiff suffered an ascertainable loss as a result of Garden Savings' wrongful and illegal conduct and includes, among others: the loss of use and enjoyment of his Vehicle; the difference in value between his Vehicle's true market value and its post repossession sale amount; and the economic damage of Garden Savings reporting derogatory information to the credit reporting agencies.

68. Garden Savings' wrongful and illegal conduct are causally related to the Plaintiff's ascertainable losses.

69. Plaintiff and the Class members are entitled to compensatory, statutory, punitive, injunctive or equitable relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court issue an Order and grant Judgment to the Plaintiff as follows:

- a. Certifying this action as a Class Action;
- b. Naming the Plaintiff as the representative of the absent Class members;
- c. Appointing Carton and Rudnick and Keefe Bartels LLC as Class Counsel for all purposes in this action;
- d. Granting Plaintiff and Class members statutory, common law and punitive damages, and applicable pre- and post-judgment interest, in full recompense for their damages;
- e. Entering judgment according to the injunctive, equitable and declaratory relief sought;
- f. Granting Plaintiff and Class members such other and further relief as the Court deems just in all the circumstances; and
- g. Granting Class Counsel an award of their attorneys' fees and costs of suit, reflective of the work done in prosecuting this action, the time spent, the effort and hard costs invested, and results obtained, in light of the Court's judgment informed by awards in other similar cases of comparable difficulty and complexity.

JURY DEMAND

Plaintiff demands a jury trial on all issues so triable.

TRIAL COUNSEL DESIGNATION

Plaintiff designates as Jonathan Rudnick of Carton and Rudnick and John E. Keefe, Jr. of Keefe Bartels as trial counsel.

CERTIFICATION

Pursuant to the applicable New Jersey Court Rules, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge and belief. Further, other than the parties set

forth in this pleading, at the present time we know of no other parties that should be joined in the within action.

CARTON & RUDNICK
Attorneys for Plaintiff

BY: 

JONATHAN RUDNICK, ESQ.

Dated: March 16, 2015


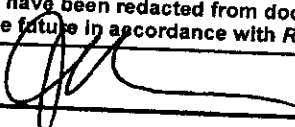
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Appendix XII-B1

 <h2 style="margin: 0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin: 0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Cash CHG/CK NO: 2015 MAR 20 A 10:02 AMOUNT: FILED & APPROVED OVERPAYMENT: BATCH NUMBER:	COURT CLERK'S OFFICE
ATTORNEY / PRO SE NAME JONATHAN RUDNICK, ESQ.		TELEPHONE NUMBER 732-842-2070	COUNTY OF VENUE Middlesex
FIRM NAME (if applicable) CARTON & RUDNICK		DOCKET NUMBER (if available) MID-L-01780-15	
OFFICE ADDRESS 788 SHREWSBURY AVENUE BLDG 2, SUITE 204 TINTON FALLS, NJ 07724		DOCUMENT TYPE Complaint	
NAME OF PARTY (e.g., John Doe, Plaintiff) Daniel Asiedu, Plaintiffs		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CAPTION Asiedu vs. Garden Savings Federal Credit Union, ABC Corporation and John Does.			
CASE TYPE NUMBER (See reverse side for listing) 508-Complex Commercial	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: 			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETHA/AREDIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCELLA | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☒ Putative Class Action

☐ Title 59