

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LEW S. MCGINNIS,

Plaintiff,

v.

NATIONWIDE LIFE AND ANNUITY
INSURANCE CO., NATIONWIDE LIFE
INSURANCE CO., JAMES A. MUELLER,
AND THE ASA GROUP

Defendants.

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Civil Action No. _____

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT:

COMES NOW, Plaintiff Lew S. McGinnis (“McGinnis”), complaining of Defendants Nationwide Life and Annuity Insurance Co. (“NWL”) and Nationwide Life Insurance Co. (“NWLI”) (together, “Nationwide”) along with Defendant, James A. Mueller (“Mueller”), and Defendant, The ASA Group (“ASA”) (collectively, “Defendants”), and respectfully shows as follows:

JURY DEMAND

1. Plaintiff demands trial by jury pursuant to FED.R.CIV.P. 38.

PARTIES

2. Plaintiff, Lew S. McGinnis is an individual resident of Texas and does not require service of process.

3. Defendant, Nationwide Life and Annuity Insurance Company is a foreign corporation domiciled in Columbus, OH, which can be served with process at its registered agent Corporation Service Company; 211 E. 7th St. Ste. 620, Austin, Texas 78701-3218.

ORIGINAL COMPLAINT

4. Defendant, Nationwide Life Insurance Company is a foreign corporation domiciled in Columbus, OH, which can be served with process at its registered agent Corporation Service Company; 211 E. 7th St. Ste. 620, Austin, Texas 78701-3218.

5. Defendant, James A. Mueller is an individual resident of Oklahoma, and can be served with process at 9520 N. May Avenue, Ste. 350, Oklahoma City, OK 73120-2722.

6. Defendant, The ASA Group, Inc. is a foreign corporation domiciled in Arkansas, which can be served with process at its corporate headquarters at 11807 Hinson Road, Little Rock, AR 72212-3404.

JURISDICTION AND VENUE

7. This Court has original diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332 as the amount in controversy exceeds \$75,000 and there is complete diversity of citizenship between the Plaintiff and all Defendants.

8. Venue is proper in that a substantial part of the acts or omissions giving rise to Plaintiff's claims took place while Plaintiff was a resident of the Northern District of Texas.

FACTS

a. Self Interest Over Client's Interest

9. McGinnis came to know and trust Mueller through their religious relationship while attending the same church.

10. Over the course of their relationship, Mueller came to know that McGinnis's had a substantial net-worth.

11. Mueller, being a life insurance agent, had received some basic training which informed him that high net-worth persons were great prospects for large life insurance policy sales

as many would utilize the leverage of life insurance to more economically satisfy future estate tax obligations.

12. To further gain the confidence of McGinnis, Mueller held himself out as possessing specialized estate planning knowledge and training above that generally held by a typical life insurance agent.

13. Generally, life insurance agents will refrain from engaging in estate planning unless they are qualified by specialized training because the practice may require the agent to perform complex estate tax calculations and to have competency concerning tax, testamentary trust, gift, marital and community property laws, and how each may impact the estate.

14. But Mueller had no specialized training in estate planning. Mueller performed no suitability analysis. Nor did Mueller run any calculations to properly size the amount of life insurance required to satisfy potential estate taxes. At a minimum, one would have expected Mueller to consult with McGinnis's legal counsel and tax consultant prior to making any recommendations, but he did not.

15. Additionally, on information and belief, Mueller could have placed McGinnis's application for insurance with any number of life insurance carriers with which he maintained a non-captive agency appointment. Instead, Mueller went out of his way to place the insurance through an out of state insurance broker known as the ASA Group. The ASA Group had a direct general agency contract with Nationwide. Mueller placed the insurance through the ASA Group to personally benefit himself by gaining access to a high commission paying Universal Life Insurance policy which was underwritten and marketed by Nationwide—a policy which Mueller did not have direct access to at the time of the transaction. In addition to earning an above average commission from the sale of the Nationwide UL policy, Mueller received additional incentives in

the form of trips, prizes, and other non-cash compensation to further incentivize him to market Nationwide's Universal Life Insurance policy, irrespective of McGinnis's unique estate planning and permanent insurance needs.

b. When Whole Life Is Not Really Whole Life

16. Depending upon the timing of projected estate taxes, generally most estate planners will recommend a combination of individual Traditional Whole Life Insurance ("Whole Life") and/or what is known as Joint Life or Second-to-Die Life Insurance ("Second-to-Die"). The estate planner's objective is two-fold: First, structure the client's affairs so as to minimize and/or defer any estate taxes. Next, recommend the purchase of sufficient Whole Life insurance to cover any estate taxes that will become due upon the death of the primary insured and/or sufficient Second-to-Die coverage to cover any estate taxes that become due when a surviving spouse (if any) dies – which in most estate planning scenarios the bulk of the estate tax becomes due upon the death of the surviving spouse.

17. Whole Life and Second-to Die are two of the most common forms of permanent life insurance used for estate planning purposes. Estate planning practitioners recommend these policies because they are contractually guaranteed to be in force as long as the policyowner pays the set premium. Practitioners prefer traditional Whole Life and Second-to-Die policies because these policies are unaffected by changes in interest rates in the general economy, therefore the policies offer better guarantees that they will actually be in force upon the death of the insured.

18. During the 1980's, however, the insurance industry began experimenting with a new quasi "permanent" life insurance policy known as Universal Life ("UL"). The industry marketed these policies as offering all the benefits of Whole Life but with lower flexible premium payments and adjustable death benefits.

19. The problem is that UL policies have not performed as illustrated and guaranteed. Industry wide, due to prolonged unexpected low interest rates in the general economy, along with many insurers under-estimating the true costs of insurance, UL policies have been all but permanent. Most UL policies have either unexpectedly lapsed, or the policy owners have been unexpectedly required to pony-up substantial additional premium payments to avoid cancellation, or the insurance carriers have unilaterally lowered the promised death benefits.

20. Such is the case here. McGinnis was promised permanent coverage and was led to believe that he was purchasing permanent life insurance. But instead of utilizing a proven permanent solution in the form of Whole Life and/or Second-to Die coverage, the Defendants intentionally chose to place profitability over suitability, and utilized an experimental UL policy, which had no proven track record in an estate planning context—where permanency of coverage is essential. Here, the UL policies which were sold by Mueller—brokered by ASA, and underwritten by Nationwide, did not perform as illustrated and guaranteed.

21. The Defendants further failed to deliver the issued insurance policies to McGinnis as required by state insurance laws. Defendants also failed to give McGinnis written notice that additional premium payments or a reduction in death benefit were required to avoid cancellation.

22. Regrettably, ASA provided no supervision over their agent Mueller in how he represented, rather misrepresented the virtues of UL. ASA did not verify product suitability for the purposes of estate planning. ASA also did not verify that the issued policies were in fact delivered to McGinnis.

23. Likewise, Nationwide failed to verify product suitability and did not verify that the issued policies were in fact delivered to the policy owner. Nationwide further issued false policy illustrations and breached several warranties as to policy performance.

24. On or about October 31, 2018 or shortly thereafter, McGinnis became aware of the Defendants' misrepresentations and omissions. McGinnis attempted to contact Mueller and Nationwide for resolution. To date, Mueller has refused to return McGinnis's numerous emails and phone calls. Mueller has basically disappeared after receiving his large commission and bonus on the sales to McGinnis. Likewise, Nationwide has taken a no-harm, no foul posture and refuses to remedy the matter.

CLAIMS

c. Breach of Fiduciary Duty as to James Mueller

25. Plaintiff reasserts, repleads, and realleges the factual allegations set for in paragraphs 9 through 25 as if fully set forth herein.

26. McGinnis and Mueller developed a special relationship of trust whose foundation was built upon Mueller's false representation to McGinnis that he held specialized knowledge and training in the area of estate planning and that he had the competence to advise McGinnis. Because Mueller held himself out as an expert, and because his alleged expertise was the sole basis driving McGinnis's selection of Mueller as his life insurance agent, Mueller owed McGinnis a duty of care and loyalty.

27. Mueller breached that duty when he misrepresented his knowledge and training in the area of estate planning. Mueller further breached his fiduciary duty by failing to perform a suitability analysis regarding both product selection and the amount of coverage needed to satisfy projected estate taxes. Mueller also had a duty to illustrate traditional forms of permanent insurance as a comparison to UL and did not. Mueller also breached his fiduciary duty by not delivering the policies to McGinnis once they were issued. Mueller further breached his duty by failing to disclose that he did not have an agency contract with Nationwide and would be

submitting the application outside of his direct contracts through the ASA group solely for his personal interest in earning a higher commission and other sales incentives.

28. Mueller's fiduciary breaches have directly caused McGinnis damages, namely the loss of premiums spent and the resulting status that his estate is now under-insured and replacement coverage will be more costly given the increase in McGinnis's insurance age from the time he originally sought to procure permanent life insurance from Mueller. McGinnis is also damaged by the lost opportunity to have accumulated a build-up in cash-value had he purchased a truly permanent policy.

d. Constructive Fraud as to All Defendants

29. Plaintiff reasserts, repleads, and realleges the factual allegations set for in paragraphs 9 through 29 as if fully set forth herein.

30. Once Mueller held himself out as being an estate planning expert, Defendants had a special duty to assure that the life insurance products sold by Mueller were suitable for estate planning purposes, and the Defendants breached that duty by failing to perform any suitability analysis or supervision of the marketing tactics of Mueller. The Defendants further breached their duty by falsely illustrating product performance and making false promises concerning the UL products' permanency, when there were none. This breach of duty allowed the Defendants to gain an advantage over McGinnis purely for profit—taking advantage of his age and lack of knowledge, which resulted in the financial exploitation of an elder person. McGinnis incurred damages consisting of loss of premiums spent and the resulting status that his estate is now under-insured and replacement coverage will be more costly given the increase in McGinnis's insurance age. McGinnis is also damaged by the lost opportunity to have accumulated a build-up in cash-value had he purchased a truly permanent policy.

e. **Common Law Fraud as to All Defendants**

31. Plaintiff reasserts, repleads, and realleges the factual allegations set for in paragraphs 9 through 31 as if fully set forth herein.

32. The Defendants misrepresented the suitability of UL policies for estate planning purposes or are vicariously liable for the fraudulent conduct of their agent, Mueller for his false representations and omissions. Defendants also misrepresented the permanency of UL policies and omitted disclosing the non-guaranteed features of the product which may lead to premature policy lapse, and unforeseen escalation in premiums needed to sustain the policy, or lead to a reduction in death benefit. Defendants further misrepresented the performance of the UL products sold to McGinnis by failing to fully explain the product illustrations or to deliver the issued policy to the policyowner. McGinnis expressly requested permanent insurance for estate planning purposes and Defendants have failed to provide insurance as requested. The Defendants all directly benefitted from the fraud by earning out-sized commissions, fees, income, and other incentives. McGinnis relied on these misrepresentations and omissions to his detriment. Defendants are directly and vicariously liable for the financial exploitation of an elder person.

33. The Defendants knew or should have known that UL policies were unsuitable for estate planning purposes and that the policies were prone not to perform as illustrated. The Defendants intended that McGinnis rely on these false representations and omissions so that they could personally profit from the sale.

34. Additionally, Mueller falsely misrepresented his knowledge and training in the area of estate planning, which induced McGinnis to select Mueller as his life insurance agent. ASA and Nationwide are liable for his misrepresentation as Mueller's principal. ASA and Nationwide had a duty to supervise Mueller's sales tactics and representations and did not. These

misrepresentations are material and have resulted in McGinnis being damaged by loss of premiums spent and the resulting status that his estate is now under-insured and replacement coverage will be more costly given the increase in McGinnis's insurance age. McGinnis is also damaged by the lost opportunity to have accumulated a build-up in cash-value had he purchased a truly permanent policy.

f. Breach of Contract

35. Plaintiff reasserts, repleads, and realleges the factual allegations set for in paragraphs 9 through 35 as if fully set forth herein.

36. Although the Defendants failed to deliver the issued policies to McGinnis, there nevertheless was a valid and enforceable agreement between McGinnis and the Defendants. McGinnis has standing to sue and is a proper party to sue for breach of contract as he was unjustifiably denied performance by Defendants, which resulted in the lapse of insurance policies issued to Plaintiff after Plaintiff performed, tendered performance, or was excused from performing his contractual obligations due to Defendants' breach. Defendants' breach has caused McGinnis damages consisting of loss of premiums spent and the resulting status that his estate is now under-insured and replacement coverage will be more costly given the increase in McGinnis's insurance age. McGinnis is also damaged by the lost opportunity to have accumulated a build-up in cash-value had he purchased a truly permanent policy.

g. Negligent Misrepresentation

37. Plaintiff reasserts, repleads, and realleges the factual allegations set for in paragraphs 9 through 37 as if fully set forth herein.

38. The Defendants made the above referenced representations to Plaintiff during the course of attempting to procure his purchase of life insurance. To induce Plaintiff, the Defendants

provided Plaintiff with false information. The Defendants did not exercise reasonable care and competence in obtaining or communicating the information, to which Plaintiff justifiably relied on to his detriment. The Defendants' negligent misrepresentation proximately caused the Plaintiff injuries resulting in loss of premiums spent and the resulting status that his estate is now underinsured and replacement coverage will be more costly given the increase in McGinnis's insurance age. McGinnis is also damaged by the lost opportunity to have accumulated a build-up in cash-value had he purchased a truly permanent policy.

h. Violation of the Deceptive Trade Practices Act.

39. Plaintiff reasserts, replays, and realleges the factual allegations set for in paragraphs 9 through 39 as if fully set forth herein.

40. Plaintiff is a consumer who purchased a good or service from the Defendants in the form of life insurance coverage.

41. Defendants can be sued under the Texas DTPA because they have used or employed false, misleading, or deceptive acts or practices in connection with the Plaintiff's transaction in acquiring life insurance from Defendants.

42. Defendant Nationwide breached an expressed or implied warranty concerning UL policy performance. Nationwide is also vicariously liable under the DTPA for the violations committed by its agent, Mueller.

43. Defendant Mueller misrepresented his connection and affiliation with Nationwide, and further misrepresented that the UL policies he was marketing and sold to Plaintiff had characteristics, uses, benefits, or qualities which it did not; and further failed to disclose information about the UL policies that were known at the time of the transaction, whose failure was intended to induce Plaintiff to purchase the insurance.

44. Defendant ASA violated the act by its unconscionable behavior in not performing suitability analysis in using UL policies for estate planning purposes and for its failure to supervise Mueller and to verify delivery of the issued policies. ASA is further vicariously liable under the DTPA for the violations committed by its agent, Mueller.

45. Defendants committed their respective violations knowingly or intentionally. The Plaintiff relied on the Defendants' acts, representations, or omissions to his detriment and Defendants' actions were the producing cause of Plaintiff's damages.

i. Deceptive Insurance Practices

46. Plaintiff reasserts, replays, and realleges the factual allegations set for in paragraphs 9 through 46 as if fully set forth herein.

47. Defendants further were engaged in conduct which violated the Texas Insurance Code § 541, subchapter B, along with Tex. Bus. & Comm. Code §17.46(b) by: 1) falsely advertising and misrepresenting the characteristics of UL policies; 2) using false or misleading product slogans, word, or names to intently cause Plaintiff confusion between UL and traditional Whole Life policies; 3) making, issuing, circulating, or causing to be made, issued, or circulated policy illustrations which misrepresented the nature of the policies, the terms of the policy, the performance of the policies, and the estate planning benefits or advantages of the policies; and 4) Defendants further made false or misleading statements concerning policy dividends and required minimum premium payments to sustain the policies.

48. Defendants committed their acts or omissions intentionally or knowingly.

49. Plaintiff and Defendants are properly defined as "persons" as defined by Tex. Ins. Code § 541.002(2).

50. The Defendants' act, omission, or practice was a producing cause of actual damages.

CONDITIONS PRECEDENT

51. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

EXEMPLARY DAMAGES

52. Plaintiff's injuries resulted from Defendants' gross negligence, malice, or fraud, which entitles Plaintiff to exemplary damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays the Court finds the Complaint well taken and causes the issuance of summons compelling Defendants to answer and appear, and grants the Plaintiff a trial by jury, and further grants relief as follows:

- a. Economic / Actual Damages;
- b. Consequential Damages;
- c. Treble Damages;
- d. Punitive Damages;
- e. Exemplary Damages;
- f. Prejudgment and Post Judgment Interest;
- g. Court Costs;
- h. Attorney's Fees
- i. All other relief to which Plaintiff is entitled.

Dated: October 15, 2020.

Respectfully submitted,

/s/ Joyce W Lindauer

Joyce W. Lindauer

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Guy H. Holman

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Attorneys for Plaintiff Lew McGinnis

JS 44 (Rev. 10/20) - TXND (Rev. 10/20)

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

Lew S. McGinnis

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Joyce W. Lindauer, Joyce W. Lindauer Attorney, PLLC
 1412 Main St., Suite 500, Dallas, TX 75202
 (972) 503-4033

DEFENDANTS

Nationwide Life and Annuity Insurance Co., Nationwide Life Insurance Co., James A. Mueller, The ASA Group

County of Residence of First Listed Defendant Franklin, OH
 (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)

- (For Diversity Cases Only)
- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	
	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
	HABES CORPUS: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
 Misrepresentation of Insurance Product

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

10-15-2020

SIGNATURE OF ATTORNEY OF RECORD

Joyce W. Lindauer

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING FFP

JUDGE

MAG. JUDGE