

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

BERKLEY INSURANCE COMPANY, as)	
subrogee and assignee of PPL)	
CORPORATION)	
)	
Plaintiff,)	
)	Civil Action No.: 2:25-cv-5092
vs.)	
)	
ALLIANCE SYSTEMS INTEGRATORS,)	
INC.)	
)	
Defendant.)	

COMPLAINT

Berkley Insurance Company, as subrogee and assignee of PPL Corporation, complains of Defendant, Alliance Systems Integrators, Inc., as follows:

PARTIES AND JURISDICTION

1. Alliance Systems Integrators, Inc. (“Alliance”) is a New York corporation with its principal place of business in New York.
2. Berkley Insurance Company (“Berkley”) is incorporated under the laws of the State of Delaware and maintains its principal place of business in Connecticut. Berkley is the assignee and subrogee of PPL Corporation (“PPL”),¹ a Pennsylvania corporation with its principal place of business in Pennsylvania, with respect to the loss alleged in this Complaint.
3. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332(a) as Plaintiff and Defendant are citizens of different States and the amount in controversy exceeds

¹ Narragansett Electric Company, a Rhode Island corporation d/b/a Rhode Island Energy (“REI”) is a related corporate entity to PPL Corporation and was also insured under PPL Corporation’s insurance policy with Berkley. “PPL” shall refer to the related corporate entities insured under the Berkley policy and/or involved in the events underlying this complaint.

\$75,000.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District and the Law-Forum-Jury Waiver clause in the applicable Master Services Agreement (the “Agreement”) provides for the application of Pennsylvania law and for suit to be brought in this Court.

ALLIANCE’S CONTRACTUAL OBLIGATIONS

5. On or about July 18, 2022, Alliance entered into the Agreement with PPL Services Corporation to provide work and services.²

6. The Agreement provides specific obligations on Alliance in the event of a Security Incident, which are outlined in Section 9 of the Agreement. The Agreement broadly defines “Security Incident” to include a “known or suspected compromise of [Alliance] hosted websites, networks, systems, platforms, or applications...” or “a malicious act or suspicious event that compromises or may reasonably compromise the cybersecurity of [Alliance] systems or networks connected to information technology or operations technology...” In the event of a Security Incident, Alliance was required to provide notice of the Security Incident to PPL within 24 hours.

7. Pursuant to Section 10 of the Agreement, Alliance agreed to “take all necessary and reasonable steps to protect Information against any unauthorized access or improper use during both storage (while “at rest”) and transmission while in [Alliance]’s...care, custody, or control.”

8. Pursuant to Section 11 of the Agreement, Alliance expressly agreed to indemnify:

² Per the First Amendment to the Agreement, effective June 23, 2023, Alliance and PPL Services Corporation agreed that REI would be incorporated into the “terms and conditions of the Agreement as if RIE was [PPL Services Corporation] so that [Alliance] can perform Work for RIE.”

(a) from and against all... Losses³ related to, arising out of, based upon, occasioned by, or in connection with Claims brought against any or all [PPL] Indemnities:

- (i) Arising from or in any manner relating to any [Alliance] Parties' performance of the Work,⁴ the Materials... or failure to comply with the terms of this Contract, including the Performance Standards⁵ whether (x) arising from or in any manner relating to (1) the active, passive, or concurrent negligence, including gross negligence, or other legal fault of one or more [Alliance] Parties... or (y) based on tort, contract or any other legal theory.

- (vii) arising from or... relating to any act or omission of any [Alliance] Party that results in... a breach or disclosure of data or information from [PPL]'s computer systems... on which [PPL]'s data and information... is stored..."

9. Further, the terms of the Agreement expressly provided that "(c) ... **It is the intent of Section 11(a) to absolve and protect [PPL] from any and all Losses arising in whole or in part out of any alleged active, passive, or concurrent negligence, including gross or sole negligence, of [PPL] ...**" (emphasis in original).

10. Section 13 of the Agreement extended Alliance's agreement to indemnify to Security Incidents specifically, providing that "[w]ithout limitation of any indemnification obligations set for in the Contract, [Alliance] hereby agrees to indemnify, defend and hold harmless [PPL Services Corporation and] its Affiliates... from and against any and all Claims and Losses... where such Claims arise out of a Security Incident..."

11. The Agreement also includes an Information and System Security Agreement, emphasizing the importance of information and electronic security to the parties, and highlighting

³ The Agreement defines "Losses," in relevant part as "any and all losses, liabilities... obligations... deficiencies, costs and expenses whatsoever..."

⁴ Defined as "the work and services to be provided by Contractor... pursuant to or as contemplated by this Contract..."

⁵ Defined as "any and all requirements under Applicable Laws.. Good Industry Practices..."

the materiality of system security as a material term of the underlying Agreement.

BREACH OF ALLIANCE'S EMAIL SYSTEM

12. During the course of Alliance's business relationship with PPL, Alliance issued invoices to PPL's accounts payable team seeking payment for work and services provided pursuant to the terms of the Agreement.

13. Following receipt and approval of the invoices, PPL paid the invoices by transferring money via ACH to Alliance's banking instructions on file with PPL.

14. On July 24, 2023, as a result of Alliance's failure to secure its email accounts, an unknown perpetrator (the "Threat Actor") utilized one of Alliance's manager's email addresses to provide false ACH Transaction Routing Instructions to PPL's accounts payable team and request that PPL update the ACH payment information associated with Alliance to a third-party bank account.

15. Upon information and belief based on the available correspondence, Alliance did not inform PPL that its email system had been compromised by the Threat Actor within 24 hours or another reasonable time period as required by its contractual obligations.

16. Acting in detrimental reliance on the ACH Transaction Routing Instructions and update request sent from the Alliance manager's email account, and without knowledge that the email account was compromised, PPL's accounts payable team updated the ACH payment information for Alliance to the third-party bank account.

17. On August 18th, 23rd, and 24th, 2023, seeking to pay Alliance for work and services performed pursuant to the terms of the Agreement, PPL issued wire transfer payments in the amounts of \$322,941.59, \$325,110.22, and \$357,320.71, respectively, totaling \$1,005,372.52 to the third-party bank account provided by the Threat Actor (the "Misdirected Transfers").

18. PPL ultimately discovered the Misdirected Transfers on or about September 7,

2023, after Alliance followed up on the status of outstanding invoices resulting from Alliance's work and services.

19. As a result of Alliance's failure to secure its company email accounts, the Threat Actor's impersonation of Alliance's manager through use of the manager's legitimate email account, PPL's detrimental reliance on the ACH payment information issuing from Alliance's legitimate email account, and Alliance's failure to immediately alert PPL to the missing and/or late payments, PPL was damaged in an amount in excess of \$1 million.

20. After discovering the Misdirected Transfers, PPL submitted an insurance claim seeking indemnification under its commercial crime policy issued by Berkley (the "Claim" submitted under the "Policy"). Berkley evaluated the Claim, determined that the Claim was covered under the terms and conditions of the Policy, and after application of the deductible, issued payment to PPL.

21. As consideration for that payment, PPL acknowledged Berkley's subrogation rights and assigned to Berkley any and all of its rights, titles, interest, claims, causes of action, or rights of recovery arising from or relating to its loss to the extent of Berkley's payment.

22. Berkley now pursues recovery against Alliance for PPL's loss as both a subrogee and assignee of PPL.

COUNT I: IMPOSTER RULE LIABILITY

23. Berkley incorporates the foregoing paragraphs as if fully set forth herein.

24. Alliance had a duty under the Agreement and Pennsylvania law to exercise reasonable care under the circumstances, including by securing its email accounts, immediately informing PPL of a compromise to its email accounts, and promptly alerting PPL to missing payments.

25. Alliance breached this duty and failed to use ordinary care under the circumstances by failing to secure its manager's email account, allowing the manager's email account to be used by the Threat Actor, not immediately notifying PPL to the compromise of its manager's email account, and failing to immediately notify PPL to missing payments.

26. PPL used reasonable care in the circumstances and/or its conduct is excused pursuant to the Agreement, which provides, "It is the intent of Section 11(a) to absolve and protect [PPL] from any and all Losses arising in whole or in part out of any alleged active, passive, or concurrent negligence, including gross or sole negligence, of [PPL] ..." PPL performed all other obligations and/or its conduct is excused.

27. As a result of Alliance's breach of its duty to exercise reasonable care under the circumstances, PPL incurred substantial damages in excess of \$1 million through issuing payment to the account identified in the email the Threat Actor sent from Alliance's legitimate email account. This loss was a foreseeable harm resulting from Alliance's failure to secure its email accounts and failure to immediately advise PPL of the compromise of its email accounts.

28. PPL submitted its Claim to Berkley for this loss and Berkley issued payment to PPL pursuant to the terms and conditions of the Policy.

29. As a result of its claim payment and a separate assignment from PPL, Berkley has standing to recover from Alliance as PPL's assignee and subrogee.

WHEREFORE, Plaintiff Berkley Insurance Company, as subrogee and assignee of PPL Corporation, requests that a judgement be entered against Defendant, Alliance System Integrators, Inc., for the Misdirected Transfers, an award of all attorneys' fees and costs incurred in bringing this action, an award of pre-judgment and post-judgment interest, and for such other or further relief as this Court deems just and necessary.

COUNT II: BREACH OF EXPRESS CONTRACT

30. Berkley incorporates all foregoing paragraphs as if fully set forth herein.

31. Alliance expressly agreed to: (1) notify PPL within 24 hours of an Security Incident; (2) “take all necessary and reasonable steps to protect Information against any unauthorized access or improper use during both storage (while “at rest”) and transmission while in [Alliance]’s...care, custody, or control”; (3) indemnify PPL for Losses caused by Alliance’s “failure to comply with the terms of this Contract, including the Performance Standards”; (4) indemnify PPL “from and against any and all Claims and Losses... where such Claims arise out of a Security Incident...”; and (5) comply with the terms and conditions of the Information and System Security Agreement.

32. Alliance (acting as itself and through its agents, subsidiaries, employees and/or contractors) breached its contractual obligations, including by: (1) failing to secure its manager’s email account; (2) allowing the manager’s email account to be used by the Threat Actor; (3) not immediately notifying PPL to the compromise of its manager’s email account; (4) failing to immediately notify PPL to missing payments; and (5) failing to indemnify PPL for the Misdirected Transfers.

33. PPL performed all obligations under the Agreement, or such conduct is excused.

34. Due to Alliance’s breach of its contractual obligations, PPL incurred a loss in excess of \$1 million.

35. PPL submitted its Claim to Berkley for this loss and Berkley issued payment to PPL pursuant to the terms and conditions of the Policy.

36. As a result of its claim payment and a separate assignment from PPL, Berkley has standing to recover from Alliance as PPL’s assignee and subrogee.

WHEREFORE, Plaintiff Berkley Insurance Company, as subrogee and assignee of PPL Corporation, requests that a judgement be entered against Defendant, Alliance System Integrators, Inc., for the Misdirected Transfers, an award of all attorneys' fees and costs incurred in bringing this action, an award of pre-judgment and post-judgment interest, and for such other or further relief as this Court deems just and necessary.

COUNT III: BREACH OF IMPLIED CONTRACT

37. Berkley incorporates all foregoing paragraphs as if fully set forth herein.

38. Implied terms to the contractual agreement between Alliance and PPL were that Alliance would keep its email accounts secure and that Alliance was responsible for the security and accuracy of information sent from its legitimate email accounts. These implied terms were material to the Agreement between Alliance and PPL and formed binding obligations upon Alliance.

39. Alliance's email accounts were not in fact secure and instead were used by a Threat Actor to provide ACH instructions and a request to update Alliance's bank account to a third-party account. PPL sent the Misdirected Transfers in reliance on this information from Alliance's legitimate email account and was unaware of the Misdirected Transfers until September 7, 2023 due to Alliance's failure to alert PPL to the breach or the missing payments. Alliance therefore breached its implied contractual duties by failing to keep its email accounts secure, failing to prevent the Threat Actor's use of its email account, failing to immediately notify PPL of the compromise of its email account, and failing to promptly notify PPL of the missing payments.

40. PPL performed all obligations under the Agreement, or such conduct is excused.

41. Due to Alliance's breach of its implied contractual duties, PPL incurred a loss of in excess of \$1 million in sending the Misdirected Transfers to the third-party bank account.

42. PPL submitted its Claim to Berkley for this loss and Berkley issued payment to PPL pursuant to the terms and conditions of the Policy. As a result of its claim payment and a separate assignment from PPL, Berkley has standing to recover from Alliance as PPL's assignee and subrogee.

WHEREFORE, Plaintiff Berkley Insurance Company, as subrogee and assignee of PPL Corporation, requests that a judgement be entered against Defendant, Alliance System Integrators, Inc., for the Misdirected Transfers, an award of all attorneys' fees and costs incurred in bringing this action, an award of pre-judgment and post-judgment interest, and for such other or further relief as this Court deems just and necessary.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Berkley Insurance Company respectfully prays for the following relief:

1. That a judgment be entered against Defendant, Alliance System Integrators, Inc. and in favor of Plaintiff for the Misdirected Transfers in an amount to be proven at trial;
2. That Plaintiff be awarded any and all additional compensatory damages in an amount to be determined at trial;
3. That Plaintiff be awarded all costs and attorneys' fees incurred in bringing this action;
4. That the Plaintiff be awarded prejudgment and post judgment interest on all damages; and
5. That Plaintiff be awarded such further and general relief as this court may deem appropriate.

Date: September 4, 2025

Respectfully Submitted,

GORDON REES SCULLY MANSUKHANI, LLP

By: /s/ Peter Siachos

Peter Siachos (#318250)
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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

Berkley Insurance Company, as a subrogee and assignee of PPL Corporation

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

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

Peter G. Siachos, Gordon & Rees, LLP
Three Logan Square, STE 610, 1717 Arch St.,
Philadelphia, PA 19103. P: (215) 561-2300

DEFENDANTS

Alliance Systems Integrators Inc.

County of Residence of First Listed Defendant Nassau County, NY
(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 ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input checked="" 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 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 checked="" 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 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 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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL 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 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 PRISONER PETITIONS Habeas 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. 1332

Brief description of cause:
Breach of contract for misdirected wire transfer

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$1,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

9/4/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Peter Siachos

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

Place of Accident, Incident, or Transaction: Allentown, PA 18101

RELATED CASE IF ANY: Case Number: _____ Judge: _____

- | | |
|---|------------------------------|
| 1. Does this case involve property included in an earlier numbered suit? | Yes <input type="checkbox"/> |
| 2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit? | Yes <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit? | Yes <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> |
| 5. Is this case related to an earlier numbered suit even though none of the above categories apply?
If yes, attach an explanation. | Yes <input type="checkbox"/> |

I certify that, to the best of my knowledge and belief, the within case ☐ is / ☒ is not related to any pending or previously terminated action in this court.

Civil Litigation Categories

A. Federal Question Cases:

- ☒ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief ***see certification below***
- ☐ 16. All Other Federal Question Cases. (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) _____

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ does / ☒ does not have implications beyond the parties before the court and ☐ does / ☒ does not seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of \$150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.