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*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

R.R., a minor, through his guardian *ad litem*,  
  
 Plaintiff,  
  
 vs.  
  
 EVENFLO COMPANY, INC.,  
  
 Defendant.

Case No. 4:20-cv-3392-LB

**COMPLAINT – DEFECTIVE  
 PRODUCT  
  
 DEMAND FOR JURY TRIAL**

**INTRODUCTION**

1. In 2013 and 2014, Monique Chaves (“Guardian Chavez”) used a dangerously defective Evenflo “Snugli Comfort” Baby Carrier (the “Baby Carrier”) to carry her son, R.R. (“Plaintiff R.R.”),<sup>1</sup> which caused hip dysplasia in the infant. As a result of this preventable injury, Plaintiff R.R. suffered greatly, having to wear a stiff brace for a minimum of 8 hours a day for approximately one year. Plaintiff R.R.’s treaters continue to monitor his hip dysplasia and warn that surgery may be required.

<sup>1</sup> Concurrently with the filing of the Complaint, Monique Chaves has petitioned the Court to be recognized as Plaintiff R.R.’s guardian *ad litem* pursuant to Federal Rule of Civil Procedure 17(c)(1).

2. The Baby Carrier is intended for parents to carry their infants for extended periods of time. It is worn on the front of the parent, with straps over the parent's shoulders and around the parent's waist. A child can be positioned in the Baby Carrier either facing the parent or facing away. In either direction, the infant's legs hang straight down, in an unsafe position of extension and abduction. Properly designed carriers have a wider, more structured bottom, which gives more support for the infant's hips. The Baby Carrier that is the subject of this lawsuit is defectively designed, however. It has a narrow bottom that does not provide sufficient support of the infant's hips. As a result, the Baby Carrier presents a dangerous risk of hip dysplasia, particularly with prolonged use.

3. From at least 2002, Evenflo was aware, or should have been aware, that the Baby Carrier's design carried with it a dangerous propensity to cause hip dysplasia in children.

## PARTIES

4. Plaintiff R.R. is a minor who, at all applicable times, resided, and still resides in in Pittsburg, California.

5. Defendant Evenflo Company, Inc. (“Evenflo”) is incorporated in the state of Delaware. Evenflo conducts business throughout the United States, including in California, where it is registered with the California Secretary of State. Evenflo maintains its principal place of business in Ohio and maintains corporate offices in Massachusetts.

## JURISDICTION AND VENUE

6. The amount in controversy between Plaintiff and Defendant exceeds \$75,000, exclusive of interest and cost.

7. This Court has jurisdiction over Evenflo and this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between Plaintiff and Defendant. Defendant is incorporated and has its principal place of business outside of the state in which Plaintiff resides. The Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

8. Venue is proper within this district pursuant to 28 U.S.C. § 1391 in that a substantial part of the acts and/or omissions giving rise to these claims occurred within this district. Defendant is subject to personal jurisdiction in this district. Within the statutory time

1 period, Evenflo sold, marketed, and/or distributed the Baby Carriers within the Northern District  
 2 of California. Having systematically and purposefully directed products to the State of  
 3 California, which products gave rise to Plaintiff's causes of actions herein, Defendant is subject to  
 4 the personal jurisdiction of this Court.

### 5 **FACTUAL ALLEGATIONS**

6 9. Evenflo designed, manufactured, labeled, marketed, sold and distributed the Baby  
 7 Carrier giving rise to the Plaintiff's injuries.

8 10. Guardian Chaves carried Plaintiff R.R. in the Baby Carrier beginning in 2013,  
 9 from the time he was approximately two weeks old on a daily basis, multiple times per day, and  
 10 often for extended periods of time during each use, until Plaintiff R.R. was approximately eight  
 11 months old.

12 11. Guardian Chaves' use of the Baby Carrier was consistent with the intended use for  
 13 which it was designed, marketed, and sold.

14 12. Despite Guardian Chaves' use of the Baby Carrier in the manner intended by  
 15 Evenflo and reasonably foreseeable by Evenflo, the Baby Carrier caused Plaintiff R.R. to develop  
 16 hip dysplasia. Plaintiff R.R. has experienced and will continue to suffer on an ongoing basis  
 17 significant mental and physical pain and suffering, and permanent injury, which have required or  
 18 may require corrective surgery.

19 13. As a result of the hip dysplasia, Plaintiff R.R. had to be put into a stiff body brace  
 20 at one year of age. He was confined to that body cast for 8-12 hours a day for a year.

### 21 **History of Evenflo and Its Baby Carriers**

22 14. Evenflo, then known as Pyramid Rubber Company, began manufacturing products  
 23 for babies in 1920.<sup>2</sup> The company formally became known as Evenflo Company, Inc. in 1995,  
 24 following the merger of Evenflo Juvenile Products and Evenflo Juvenile Furniture Company.<sup>3</sup>

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27 //

28 <sup>2</sup> See <https://www.evenflo.com/about/about-us.html>.

<sup>3</sup> *Id.*

15. According to its website, [www.evenflo.com](http://www.evenflo.com), Evenflo is a “top supplier” of infant and juvenile products, including baby carriers. Evenflo’s advertisements state: “It’s babywearing made simple.”<sup>4</sup>

16. The instruction manuals for Evenflo’s baby carrying products warn that small children may fall through the carrier’s leg openings, and that putting items into the carrier with a child may impede the child’s ability to breathe.<sup>5</sup> There is no mention of the potential for hip damage. Moreover, the illustrations in the manuals depicts infants with their legs dangling from the bottom of the carriers.<sup>6</sup>

17. Evenflo’s “Snugli Comfort” carrier was originally invented by Ann Moore in 1964.<sup>7</sup> Ms. Moore earned a patent on her invention in 1969. She later sold the rights to the Baby Carrier to Gerry Baby Products. The Gerry Baby Products Company was purchased by Evenflo in 1997.<sup>8</sup> Evenflo discontinued the “Snugli Comfort” Baby Carrier sometime in the last few years.

18. Evenflo claims: “To the Evenflo family nothing is more important than the safety, wellbeing, and development of children.”<sup>9</sup>

### What Evenflo Knew or Should Have Known

19. Baby-carrying is an ancient practice. For baby-carrying to be safe, infants must be carried in a particular way. The thighs must be supported, and the hips must be bent into an “M” position.<sup>10</sup> Abduction of 35 to 40 degrees and flexion of 90 to 120 degrees is the ideal position of an infant’s hips for optimal development.<sup>11</sup>

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<sup>4</sup> See [https://www.youtube.com/watch?v=Zqzma\\_AJjo0](https://www.youtube.com/watch?v=Zqzma_AJjo0).

<sup>5</sup> See <https://www.evenflo.com/support/instruction-manuals.html>.

<sup>6</sup> *Id.*, Evenflo Breathable Carrier Instruction Manual pp. 1-3.

<sup>7</sup> See <https://magazine.uc.edu/issues/0810/moore.html>.

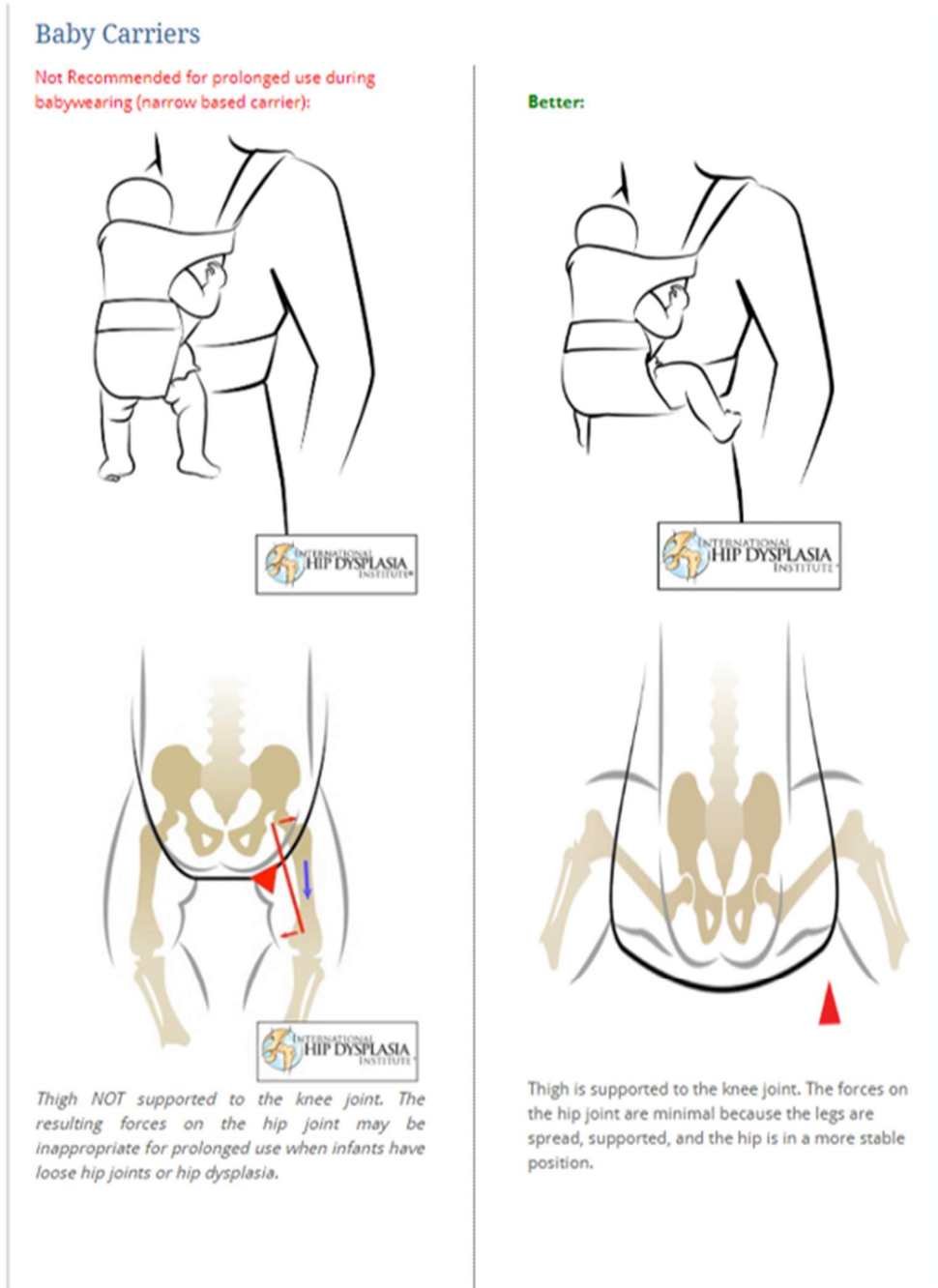
<sup>8</sup> See <https://www.nytimes.com/1997/04/23/business/gerry-baby-products-sold-to-evenflo-for-73-million.html>.

<sup>9</sup> See [www.evenflo.com/about/about-us.html](http://www.evenflo.com/about/about-us.html).

<sup>10</sup> <https://hipdysplasia.org/developmental-dysplasia-of-the-hip/prevention/baby-carriers-seats-and-other-equipment/>.

<sup>11</sup> See Regine A. Schon, & Maarit Silven, Natural Parenting--Back to Basics in Infant Care, 5(1) Evolutionary Psychology 102, 118 (2007).

20. If an infant's hips are forced into a straight, stretched-out position too early, there is a risk that the ball of the hips may deform the edges of the socket, or slip out of the socket altogether. The risk of developing these disorders is greatest in the first six months of an infant's life.<sup>12</sup> To prevent this, the International Hip Dysplasia Institute advises that "[w]hen babies are carried, especially for prolonged periods of time, the hips should be allowed to spread apart with



<sup>12</sup> <https://hipdysplasia.org/developmental-dysplasia-of-the-hip/prevention/baby-carriers-seats-and-other-equipment/>.

1 the thighs supported and the hips bent.”<sup>13</sup> The diagram above illustrates the problem, and the safe  
 2 position.<sup>14</sup>

3 21. According to Dr. Charles Price from the International Hip Dysplasia Institute,  
 4 “The first six months of life is the only time that [hip dysplasia] can be easily prevented.  
 5 Numerous research studies have shown that positioning of the baby’s hips during this time has  
 6 tremendous influence on hip development. Incorrect positioning can prevent natural  
 7 improvement or even cause the hips to dislocate. Straightening the legs and binding them  
 8 together can cause serious harm.”<sup>15</sup>

9 22. The International Hip Dysplasia Institute notes that: “[t]here is evidence that  
 10 carrying a baby on the mother’s body (or father’s body) is likely to influence hip development  
 11 during the first six months of life when the baby is carried for many hours each day for purposes  
 12 of bonding, or infant care.” Given the known propensity for infants to develop hip dysplasia if  
 13 not carried in a safe manner, the International Hip Dysplasia Institute has acknowledged certain  
 14 models of baby carriers as “hip healthy.” Notably, the Evenflo Baby Carrier is not a “hip  
 15 healthy” product.

16 **FIRST CLAIM FOR RELIEF**  
 17 **NEGLIGENCE – NEGLIGENT DESIGN**

18 23. Plaintiff hereby incorporates and realleges each and every preceding paragraph of  
 19 this Complaint as if the same were set forth at length herein.

20 24. Evenflo had a duty to individuals, including Plaintiff R.R., to use reasonable care  
 21 in designing, testing, manufacturing, marketing, labeling, packaging, and selling the Baby  
 22 Carrier.

23 25. Evenflo’s duty of care to Plaintiff R.R. was heightened since he is a child.

24 26. Evenflo was negligent in failing to use reasonable care in designing, testing,  
 25 manufacturing, marketing, labeling, packaging and selling the Baby Carrier.

26  
 27 <sup>13</sup> *Id.*

28 <sup>14</sup> *Id.*

<sup>15</sup> <https://boba.com/blogs/boba-reads/an-interview-with-dr-charles-price-from-the-international-hip-dysplasia-institute>.

1           27.     Evenflo was negligent in failing to use reasonable care to see that the Baby Carrier  
2 was safe for its intended use.

3           28.     Evenflo knew or had reason to know that the Baby Carrier was dangerous when  
4 put to the use for which it was made.

5           29.     Evenflo knew or had reason to know that those for whose use the Baby Carrier  
6 was made would not realize the danger.

7           30.     Evenflo failed to use the amount of care in designing the Baby Carrier that a  
8 reasonably careful designer/manufacturer would use in similar circumstances to avoid exposing  
9 others to a foreseeable risk of harm.

10          31.     Evenflo's negligence was a substantial factor in causing Plaintiff's harm.

11          32.     As a direct and proximate cause of Evenflo's negligence, Plaintiff has suffered and  
12 in the future will continue to suffer on an ongoing basis severe personal injuries, pain and  
13 suffering, severe emotional distress, financial or economic loss, including, but not limited to,  
14 obligations for medical services and expenses, lost income and earning capacity, and other  
15 damages.

16                               **SECOND CLAIM FOR RELIEF**  
17                               **NEGLIGENCE – NEGLIGENT FAILURE TO WARN**

18          33.     Plaintiff hereby incorporates and realleges each and every preceding paragraph of  
19 this Complaint as if the same were set forth at length herein.

20          34.     Evenflo had a duty to individuals, including Plaintiff R.R., to warn users of the  
21 dangerous propensity of the Baby Carriers.

22          35.     Evenflo's duty of care to Plaintiff R.R. was heightened since he is a child.

23          36.     Evenflo failed to warn reasonably foreseeable users that the Baby Carrier was  
24 dangerous when put to the use for which it was made.

25          37.     Evenflo knew or had reason to know that the Baby Carrier was dangerous when  
26 put to the use for which it was made.

27          38.     Evenflo knew or had reason to know that those for whose use the Baby Carrier  
28 was made would not realize the danger.

1           39.     Had Evenflo warned of the danger of hip dysplasia, Guardian Chaves and Plaintiff  
2 R.R. would not have used the product.

3           40.     Evenflo's negligence was a substantial factor in causing Plaintiff's harm.

4           41.     As a direct and proximate cause of Evenflo's negligence, Plaintiff has suffered and  
5 in the future will continue to suffer on an ongoing basis severe personal injuries, pain and  
6 suffering, severe emotional distress, financial or economic loss, including, but not limited to,  
7 obligations for medical services and expenses, lost income and earning capacity, and other  
8 damages.

9                                   **THIRD CLAIM FOR RELIEF**  
10                                  **NEGLIGENCE –NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

11           42.     Plaintiff hereby incorporates and realleges each and every preceding paragraph of  
12 this Complaint as if the same were set forth at length herein.

13           43.     Evenflo had a duty to exercise reasonable care in designing, developing,  
14 formulating, manufacturing, testing, packaging, promoting, labeling, advertising, marketing,  
15 instructing on, warning about, distributing, supplying and/or selling the Baby Carrier, including a  
16 duty to ensure that the product did not pose a significantly increased risk of bodily harm.

17           44.     Evenflo failed to exercise such reasonable care, in that Evenflo knew or should  
18 have known that the Baby Carrier posed a significantly increased risk of hip dysplasia and was  
19 not safe for use by consumers, but Evenflo continued to design, develop, formulate, manufacture,  
20 test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or  
21 sell the product without adequate labeling and/or adequate warnings.

22           45.     Evenflo knew or should have known that consumers, such as Plaintiff, would  
23 foreseeably suffer injury as a result of Evenflo's failure to exercise reasonable care.

24           46.     As a direct and proximate result of Evenflo's negligence, Plaintiff was in the zone  
25 of physical danger, suffered physical injury and emotional distress, and will continue to suffer  
26 such emotional harm in the future.

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**FOURTH CLAIM FOR RELIEF  
STRICT LIABILITY – DESIGN DEFECT**

47. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

48. At the time the Baby Carrier left Evenflo's control, the Baby Carrier was defective in design and unreasonably dangerous for its intended use, for any reasonably foreseeable use, and it created a risk of harm that would not be contemplated by any foreseeable user.

49. The harm caused by the Baby Carrier far outweighed any benefit, rendering Evenflo's product dangerous to an extent beyond that which an ordinary consumer would contemplate. The Baby Carrier was and is more dangerous than alternative products, and Evenflo could have designed the Baby Carrier to make it less dangerous. At the time Evenflo designed, marketed, and sold the Baby Carrier, the state of the industry's knowledge was such that a less risky design or formulation was attainable.

50. The Baby Carrier's design was defective because the Baby Carrier did not perform as safely as an ordinary consumer would have expected it to perform when it was used in an intended or reasonably foreseeable way.

51. At the time the Baby Carrier left Evenflo's control, there was a practical, technically feasible and safer alternative design that would have prevented the harm to Plaintiff without substantially impairing the reasonably anticipated or intended function of the Baby Carrier.

52. The benefits of the Baby Carrier's design are outweighed by the risks of the design. The gravity of the potential harm resulting from the use of the Baby Carrier is great, and the likelihood that this harm would occur is significant. At the time of manufacture, there existed feasible, alternative, safer designs that were not overly costly and did not have disadvantages.

53. The Baby Carrier's design and/or its failure to perform safely was a substantial factor in causing Plaintiff's harm.

54. As a direct and proximate result of the Baby Carrier's design defects, Plaintiff has suffered and in the future will continue to suffer on an ongoing basis severe personal injuries,

1 pain and suffering, severe emotional distress, financial or economic loss, including, but not  
2 limited to, obligations for medical services and expenses, lost income and earning capacity, and  
3 other damages.

4 55. Evenflo is strictly liable to Plaintiff for designing, testing, manufacturing,  
5 marketing, labeling, packaging and selling a defective Baby Carrier.

6 **FIFTH CLAIM FOR RELIEF**  
7 **STRICT LIABILITY – FAILURE TO WARN**

8 56. Plaintiff hereby incorporates and realleges each and every preceding paragraph of  
9 this Complaint as if the same were set forth at length herein.

10 57. The Baby Carrier was not accompanied by sufficient warnings to inform users,  
11 such as Guardian Chaves and Plaintiff R.R., of the risks of harm not readily recognizable while  
12 using the Baby Carrier in a reasonably foreseeable manner.

13 58. At the time of manufacture, Evenflo could have provided warnings or instructions  
14 regarding the full and complete risks of the Baby Carrier, because Evenflo knew or should have  
15 known of the unreasonable risks of harm associated with the use of the product.

16 59. The known risks presented a substantial danger to Plaintiff when the Baby Carrier  
17 was used in an intended or foreseeable way.

18 60. Guardian Chaves and Plaintiff R.R. could not have reasonably discovered the  
19 defects and risks associated with the Baby Carrier prior to or at the time of use. Guardian Chaves  
20 and Plaintiff R.R. relied upon the skill, expertise, and judgment of Evenflo.

21 61. Had Evenflo provided adequate warnings and instructions and properly disclosed  
22 and disseminated the risk associated with the Baby Carrier, Plaintiff could have avoided the risk  
23 of developing injuries and could have obtained or used an alternative product.

24 62. Evenflo's failure to warn Plaintiff was a substantial factor in causing Plaintiff's  
25 harm.

26 63. As a direct and proximate result of the Baby Carrier's defects, Plaintiff has  
27 suffered and in the future will continue to suffer on an ongoing basis severe personal injuries,  
28 pain and suffering, severe emotional distress, financial or economic loss, including, but not

1 limited to, obligations for medical services and expenses, lost income and earning capacity, and  
2 other damages.

3 64. Evenflo is strictly liable to Plaintiff for designing, testing, manufacturing,  
4 marketing, labeling, packaging and selling the defective Baby Carrier.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant and, as appropriate to each cause of action, as follows:

1. compensatory damages, including but not limited to, pain, suffering, emotional distress, loss of enjoyment of life, and other non-economic damages, in an amount to be determined at trial;
2. economic damages in the form of medical expenses, cost of future medical care, out of pocket expenses, lost earnings and earning capacity, and other economic damages in an amount to be determined at trial;
3. restitution and/or disgorgement;
4. an award of costs;
4. pre-judgment interest;
5. post-judgment interest; and
6. any other relief as this Court may deem just and proper.

DATE: May 14, 2020

ANDRUS ANDERSON LLP

By:   
Lori E. Andrus

Lori E. Andrus (SBN 205816)

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*Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial in this action for all claims so triable.

DATE: May 14, 2020

ANDRUS ANDERSON LLP

By: 

Lori E. Andrus

Lori E. Andrus (SBN 205816)

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*Attorneys for Plaintiff*



**CIVIL COVER SHEET**

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

R.R., a minor, through his guardian ad litem

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

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

Andrus Anderson LLP

155 Montgomery, St., Ste. 900, S.F., CA 94104

**DEFENDANTS**

Evenflo Company, Inc.

County of Residence of First Listed Defendant Montgomery County, 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 ☐ 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 checked="" 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 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)

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

22 U.S.C. § 1332

Brief description of cause:

Baby carriers designed by Defendant has resulted in serious injuries to Plaintiff.

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT** (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE☐ EUREKA-MCKINLEYVILLE

DATE 05/19/2020

SIGNATURE OF ATTORNEY OF RECORD

