IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
ATHENS DIVISION

TIMOTHY R. COURSON AND LINDA COURSON,	)	
Plaintiffs,	)	
vs.	)	CIVIL ACTION FILE NO. 5:12-CV-173
WRIGHT MEDICAL TECHNOLOGY, INC.,	)	
Defendant.	)	

COMPLAINT FOR DAMAGES

COME NOW Plaintiffs Timothy R. Courson and Linda Courson, by and through counsel, and file this Complaint for Damages, respectfully showing the Court as follows:

Jurisdiction and Venue

1.

Plaintiffs are individuals who are now, and at all times mentioned in this Complaint, domiciled in and citizens of Georgia, residing at 135 Poplar Street, Eatonton, Putnam County, which is located in the Middle District of Georgia.

2.

Defendant Wright Medical Technology, Inc. (hereinafter "WMT" or "Defendant"), is a Delaware corporation, with its principal place of business located in

Arlington, TN. WMT is registered to do business under the laws of the State of Georgia and may be may be served with summons and process by serving its registered agent, at Corporation Service Company, 40 Technology Parkway South, #300, Norcross, Gwinnett County, Georgia.

3.

Pursuant to 28 U.S.C.A. § 1332(a)(1), this Court has jurisdiction over the matter based upon diversity of citizenship in that this action is of a civil nature involving, exclusive of interests and costs, an amount in controversy in excess of $75,000.00. Every issue of law and fact in this action is wholly between citizens of different states.

4.

Defendant maintains a registered agent in the State of Georgia and continuously and systematically does business within the Middle District of Georgia in that it regularly does or solicits business, engages in a persistent course of conduct and/or derives substantial revenue from goods used in the Middle District of Georgia. Furthermore, Defendant has committed a tortious act or omission within the state of Georgia and/or committed a tortious injury in the State of Georgia caused by an act or omission outside this state.

5.

Based upon its constitutionally sufficient contacts causing it to be subject to personal jurisdiction, Defendant is deemed a resident of the Middle District of

Georgia pursuant to 28 U.S.C.A. § 1391(c). Therefore, Venue is proper in the Middle District of Georgia. Further, venue is proper in the Middle District of Georgia because this court possesses jurisdiction over the subject matter of this controversy.

Facts

6.

At all times mentioned in this Complaint, Defendant was engaged in the businesses of manufacturing, compounding, assembling, inspecting, packaging, designing, distributing, testing, analyzing, recommending, merchandising, advertising, promoting, supplying, and selling to wholesalers, jobbers, distributors, and retailers for resale to physicians, hospitals, medical practitioners, and the general public, a certain product, and/or its component parts, ingredients, and constituents, herein referred to as a hip joint implant for use in hip replacement surgery.

7.

Prior to the filing of the complaint in this action, Plaintiff had a hip joint implant surgically placed within his body and subsequently was required to have the implant surgically removed because it was defective.

8.

Defendant designed and manufactured the above-mentioned defective hip joint implant, which included a PROFEMUR® PLASMA Z Hip Stem, catalog number PHA0-0266, a PROFEMUR® MODULAR NECK, catalog number PHA0-1244, a

CONSERVE® A femural head, catalog number 38AM-5200, and a CONSERVE® Total Cup Options, catalog number 3802-5258.

9.

On June 13, 2011, Plaintiff Timothy R. Courson experience a failure of the implanted hip, immediately suffered resulting pain, and was unable to ambulate. Stated simply, the hip implant broke while Plaintiff Timothy R. Courson was walking at work. Plaintiff was transported to the emergency room as a result of the condition caused by the broken hip.

10.

It was at the time of the broken implanted hip that Plaintiffs first became aware of physical injury resulting from the defective hip joint implant.

11.

As a result of the defective hip implant, on June 15, 2011, Plaintiff underwent surgery to replace the defective product. The surgical plan was to resect the neck fragments and replace that broken portion of the prosthesis. In connection with this procedure, Defendant sent an agent who delivered a specific extraction device recommended for the procedure.

12.

Defendant's agent was present for the surgical revision and made various representations to Plaintiff's physician regarding the specially provided extraction

device, which was apparently designed specially to perform the needed extraction of the broken neck of the prosthesis.

13.

Following the instructions described in the protocol with the extraction device and provided by Defendant's engineer, Plaintiff's treating physicians sought to extract the broken neck using Defendant's center-pull device. Unfortunately, the extraction device provided by Defendant was defective and failed during the extraction procedure. Specifically, the distal end of the extraction device center bolt fractured within the hip stem. The center bolt's minor threaded section failed during the attempted extraction procedure. As a result of the defective extraction device, Plaintiff suffered further damage in that, despite having a well fixed stem, the only option for the surgeon was to perform a trochanteric osteotomy.

14.

As a direct and proximate result of the defective condition of the hip joint implant, the defective condition of the center-pull extraction device, and other conduct of Defendant described in this Complaint, Plaintiff Timothy R. Courson suffered and sustained serious and permanent injuries to his health, strength, and activity, including but not limited to, severe injury to his respiratory system, and was caused to suffer and will continue to suffer mental pain and anguish, together resulting in his general damage in excess of Three Million and No/100 Dollars ($3,000,000.00).

15.

As a further proximate result of the defective condition of the hip joint implant, the defective condition of the center-pull extraction device, and other conduct of Defendant described in this Complaint, Plaintiff Timothy R. Courson was required to, and did employ physicians and surgeons to examine, treat, and care for him. Plaintiff Timothy R. Courson incurred, and will in the future incur, hospital, medical, and incidental expenses.

16.

As a further proximate result of the defective condition of the hip joint implant, the defective condition of the center-pull extraction device, and other conduct of Defendant described in this Complaint, Plaintiff Timothy R. Courson was prevented from attending to his usual occupation, and thereby sustained a loss of earnings and diminished earning capacity. Plaintiff will continue to sustain such damages in the future and will sustain further losses according to proof at trial.

First Cause of Action - Strict Liability Against Manufacturer

Hip Joint Implant

17.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 16 of this Complaint.

18.

Defendant had a duty not to place into the stream of commerce, manufacture, distribute, market, promote or sell defective or unreasonably dangerous products.

19.

At the time the hip joint implant product left the possession of Defendant and was placed into the stream of commerce, it was in an unreasonably dangerous or defective product.

20.

At all times mentioned in this Complaint, Defendant's above-mentioned hip joint implant product was defective and unsafe, in that it was dangerous for purposes of hip replacement surgery and caused grievous injuries to the body when used for those purposes.

21.

Defendant knew that its hip joint implant product was to be used by the user without inspection for defects in the product or in any of its components.

22.

Plaintiff Timothy R. Courson neither knew, nor had reason to know, at the time of the use of Defendant's product, or at any time prior to such use, of the existence of the above-described defects.

23.

The hip joint implant was implanted into Plaintiff Timothy R. Courson without substantial change in its condition from that which existed when it was placed in the stream of commerce by Defendant.

24.

The hip joint implant was defective and those defects include, but are not limited to the following:

(a) It was not reasonably safe as intended to be used;

(b) It had an inadequate design for the purpose of hip replacement;

(c) It contained unreasonably dangerous design defects, including an inherently unstable and defective design which resulted in an unreasonably high probability of early failure;

(d) The design of the neck of the prosthesis was inherently flawed resulting in a predictably weak neck under the forces that should have been anticipated by Defendant;

(e) Its design puts the metal femoral ball directly in contact with the metal acetabular cup which produces a large amount of metal on metal wear debris;

(f) The unstable and defective design resulted in a hip prosthesis that had risks exceeding the benefits of the medical device;

(g) The warnings to Plaintiff and Plaintiff's implanting physician about the dangers posed by the hip joint implant device were inadequate; and

(h) The hip joint implant device is defective as a result of improper manufacturing.

25.

As a direct and proximate result of Defendant's defective design, defective manufacturing, failure to warn Plaintiff and Plaintiff's physicians, lack of quality control and other wrongful conduct, Plaintiff has sustained and will continue to sustain severe physical injuries, severe emotional distress, mental anguish, economic losses and other damages. Plaintiff is entitled to compensatory damage against Defendant for strict products liability in an amount to be proven at trial.

Second Cause of Action - Strict Liability Against Manufacturer

Center-Pull Extraction Device

26.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 25 of this Complaint.

27.

At the time the center-pull extraction device left the possession of Defendant and was placed into the stream of commerce, it was in an unreasonably dangerous or defective product.

28.

At all times mentioned in this Complaint, Defendant's above-mentioned center-pull extraction device was defective and unsafe, in that it was dangerous for purposes of hip replacement revision surgery and caused grievous injuries to the body when used for those purposes.

29.

Defendant knew that its center-pull extraction device was to be used by the user without inspection for defects in the product or in any of its components as Defendant provided said extraction device for the specific surgical procedure being performed on Plaintiff and sent its agent to accompany the device and participate in the surgery.

30.

Plaintiff Timothy R. Courson neither knew, nor had reason to know, at the time of the use of Defendant's product, or at any time prior to such use, of the existence of the above-described defects.

31.

The center-pull extraction device was used in the revision surgery on Plaintiff Timothy R. Courson without substantial change in its condition from that which existed when it was placed in the stream of commerce by Defendant.

32.

The center-pull extraction device was defective and those defects include, but are not limited to the following:

(a) It was not reasonably safe as intended to be used and fractured during service;

(b) It had an inadequate design for the purpose of extracting the broken neck of the hip implant;

(c) It contained unreasonably dangerous design defects, including an inherently unstable and defective design which resulted in an unreasonably high probability of failure during the surgical procedure;

(d) There was a lack of toughness in the center bolt based upon improper materials selection and processing, which resulted in a material that was too brittle.

(e) The unstable and defective design resulted in a device that had risks exceeding its benefits;

(f) The warnings to Plaintiff and Plaintiff's implanting physician about the dangers posed by the extraction device were inadequate; and

(g) The extraction device is defective as a result of improper manufacturing.

33.

As a direct and proximate result of Defendant's defective design, defective manufacturing, failure to warn Plaintiff and Plaintiff's physicians, lack of quality

control and other wrongful conduct, Plaintiff has sustained and will continue to sustain severe physical injuries, severe emotional distress, mental anguish, economic losses and other damages. Plaintiff is entitled to compensatory damage against Defendant for strict products liability in an amount to be proven at trial.

Third Cause of Action – Negligence

Hip Joint Implant

34.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 33, inclusive, of this Complaint.

35.

At all times mentioned in this Complaint, Defendant had a duty to properly design, manufacture, compound, test, inspect, package, distribute, market, examine, maintain, and prepare for use and sell its above-mentioned hip joint implant product.

36.

At all times mentioned in the Complaint, Defendant knew, or in the exercise of reasonable care should have known, that its hip joint implant product was of such a nature that if it was not properly designed, manufactured, compounded, tested, inspected, packaged, distributed, marketed, examined, and sold, it was likely to injure the user of that product.

37.

Defendant so negligently and carelessly designed, manufactured, compounded, tested, failed to test, inspected, failed to inspect, packaged, distributed, recommended, displayed, sold, examined, and failed to examine its above-mentioned hip joint implant product that it was dangerous and unsafe for the user and for the purpose for which it was intended.

38.

As a proximate cause of the above-mentioned carelessness and negligence of Defendant, Defendant's above-mentioned hip joint implant product caused severe injury to Plaintiff's body and thereby proximately caused Plaintiff to sustain damages and injuries as alleged in this Complaint.

Fourth Cause of Action – Negligence

Center-Pull Extraction Device

39.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 38, inclusive, of this Complaint.

40.

At all times mentioned in this Complaint, Defendant had a duty to properly design, manufacture, compound, test, inspect, package, distribute, market, examine,

maintain, and prepare for use and sell its above-mentioned center-pull extraction device.

41.

At all times mentioned in the Complaint, Defendant knew, or in the exercise of reasonable care should have known, that its center-pull extraction device was of such a nature that if it was not properly designed, manufactured, compounded, tested, inspected, distributed, marketed, examined, and sold, it was likely to injure the patient on which the device was being used.

42.

Defendant so negligently and carelessly designed, manufactured, compounded, tested, failed to test, inspected, failed to inspect, distributed, recommended, sold, and examined its above-mentioned center-pull extraction device that it was dangerous and unsafe for the purpose for which it was intended.

43.

As a proximate cause of the above-mentioned carelessness and negligence of Defendant, Defendant's above-mentioned center-pull extraction device caused severe injury to Plaintiff's body and thereby proximately caused Plaintiff to sustain damages and injuries as alleged in this Complaint.

Fifth Cause of Action - Breach of Implied Warranty

Hip Joint Implant

44.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 43, inclusive, of this Complaint.

45.

At all times mentioned in this Complaint, Defendant manufactured, compounded, packaged, distributed, recommended, merchandised, advertised, promoted, and sold the above-mentioned hip joint implant product as described above, and prior to the time that the product was used by Plaintiff, Defendant impliedly warranted to Plaintiff and to his physicians that the product was of merchantable quality and safe for the use for which it was intended. Defendant had a duty to provide adequate and appropriate warnings and information to Plaintiff's physicians.

46.

Plaintiff and his physicians relied on the skill and judgment of Defendant in using the above-mentioned hip joint implant product.

47.

Defendant's hip joint implant product was not safe for its intended use, nor was it of merchantable quality, as warranted by Defendant, in that it had very dangerous propensities when put to its intended use and would cause severe injury to the user.

Defendant's hip joint implant product proximately caused the Plaintiff to sustain damages and injuries as alleged in this Complaint.

48.

After Plaintiff was made aware of his injuries as a result of use and failure of Defendant's hip joint implant, notice was duly given to Defendant of the breach of such warranty.

Sixth Cause of Action - Breach of Implied Warranty

Center-Pull Extraction Device

49.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 48, inclusive, of this Complaint.

50.

At all times mentioned in this Complaint, Defendant manufactured, compounded, distributed, recommended, merchandised, advertised, promoted, and sold the above-mentioned center-pull extraction device as described above, and prior to the time that the product was used by Plaintiff's physicians, Defendant impliedly warranted to Plaintiff and to his physicians that the device was of merchantable quality and safe for the use for which it was intended. Defendant had a duty to provide adequate and appropriate warnings and information to Plaintiff's physicians.

51.

Plaintiff and his physicians relied on the skill and judgment of Defendant in using the above-mentioned center-pull extraction device.

52.

Defendant's center-pull extraction device was not safe for its intended use, nor was it of merchantable quality, as warranted by Defendant, in that it had dangerous propensities when put to its intended use and would cause severe injury to the user if it failed during surgery, which it did. Defendant's device proximately caused the Plaintiff to sustain damages and injuries as alleged in this Complaint.

Seventh Cause of Action - Breach of Express Warranty

Hip Joint Implant

53.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 52, inclusive, of this Complaint.

54.

The manufacturing, compounding, packaging, designing, distributing, testing, constructing, fabricating, analyzing, recommending, merchandising, advertising, promoting, and selling of Defendant's above-mentioned hip joint implant product was expressly warranted to be safe for Plaintiff and for use by Plaintiff's physicians in the implantation of hip joint implants during hip replacement surgery.

55.

At the time of making the express warranties, Defendant had knowledge of the purpose for which the above-mentioned hip joint implant product was to be used and warranted to Plaintiff and Plaintiff's physicians that the product was, in all respects, fit, safe, effective, and proper for that purpose.

56.

At the time Defendant marketed, sold, and/or distributed the hip joint implant, Plaintiff was a foreseeable user of the device and Defendant owed a duty to Plaintiff's physicians to provide sufficient information and adequate warnings.

57.

Plaintiff and his physicians reasonably relied on the skill and judgment of Defendant, and on such express warranty, in using the above-mentioned hip joint implant product. Defendant's express warranty and representations were untrue, in that the product caused severe injury to Plaintiff and was unsafe and, therefore, unsuited for the use for which it was intended, and could and did proximately caused Plaintiff to sustain damages and injuries as alleged in this Complaint.

58.

As soon as the true nature of Defendant's above-mentioned hip joint implant product and the fact that the express warranty and representations were false were ascertained, Defendant was notified of the breach of such warranty.

Eighth Cause of Action - Breach of Express Warranty

Center-Pull Extraction Device

59.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 58, inclusive, of this Complaint.

60.

The manufacturing, compounding, designing, distributing, testing, constructing, fabricating, analyzing, recommending, merchandising, advertising, promoting, and selling of Defendant's above-mentioned center-pull extraction device was expressly warranted to be safe for Plaintiff and for use by Plaintiff's physicians during his hip revision surgery.

61.

At the time of making the express warranties, Defendant had knowledge of the purpose for which the above-mentioned center-pull extraction device was to be used and warranted to Plaintiff and Plaintiff's physicians that the device was, in all respects, fit, safe, effective, and proper for that purpose. In fact, Defendant warranted that the device was specially designed for the removal of the broken neck of Plaintiff's hip prosthesis.

62.

At the time Defendant marketed, sold, and delivered the center-pull extraction device, Plaintiff was the known patient on which the device would be used and Defendant owed a duty to Plaintiff's physicians to provide sufficient information and adequate warnings.

63.

Plaintiff and his physicians reasonably relied on the skill and judgment of Defendant, and on such express warranty, in using the above-mentioned center-pull extraction device. Defendant's express warranty and representations were untrue, in that the device broke during surgery and caused severe injury to Plaintiff. The device was unsuited for the use for which it was intended and proximately caused Plaintiff to sustain damages and injuries as alleged in this Complaint.

Ninth Cause of Action - Negligent Misrepresentation

Hip Joint Implant

64.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 63, inclusive, of this Complaint.

65.

Defendant falsely represented to Plaintiff, his physicians, and other members of the general public, that Defendant's hip joint implant product was safe for use in hip

replacement surgery. The representation of Defendant was, in fact, false. The true facts were that Defendant's hip joint implant product was not safe for use in hip replacement surgery and was, in fact, dangerous to the health and body of the Plaintiff.

66.

Defendant made the above-mentioned representations with no reasonable ground for believing them to be true, and Defendant did not have accurate or sufficient information concerning the representations, and Defendant was aware that without such information, it could not accurately make the representations.

67.

At the time the above-mentioned representations were made, Defendant concealed from Plaintiff, and his physicians, its lack of information and consequent inability to make the representations accurately.

68.

At the time the representations were made by Defendant, and at the time Plaintiff and his physicians took the actions alleged in this Complaint, Plaintiff and his physicians were ignorant of the falsity of Defendant's representations and reasonably believed them to be true. In reliance on Defendant's representations, Plaintiff and his physicians were induced to, and did, use Defendant's hip joint implant in hip replacement surgery. If the Plaintiff and his physicians had known the actual facts,

they would not have taken such action. The reliance of Plaintiff and his physicians on Defendant's representations was justified because the representations were made by individuals and entities that appeared to be in a position to know the true facts.

69.

As a proximate cause of Defendant's false representations and concealment, Plaintiff was caused to sustain the injuries and damages described in this Complaint.

Tenth Cause of Action - Negligent Misrepresentation

Center-Pull Extraction Device

70.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 69, inclusive, of this Complaint.

71.

Defendant falsely represented to Plaintiff and his physicians that Defendant's center-pull extraction device was specially designed for the needed surgery and was perfectly safe for use in Plaintiff's hip revision surgery. The representation of Defendant was, in fact, false. The true facts were that Defendant's center-pull extraction device was not safe for use in his surgery and was, in fact, dangerous to the health and body of the Plaintiff.

72.

Defendant made the above-mentioned representations negligently, and Defendant did not have accurate or sufficient information concerning the representations, and Defendant was aware that without such information, it could not accurately make the representations.

73.

At the time the above-mentioned representations were made, Defendant concealed from Plaintiff, and his physicians, its lack of information and consequent inability to make the representations accurately.

74.

At the time the representations were made by Defendant, and at the time Plaintiff and his physicians took the actions alleged in this Complaint, Plaintiff and his physicians were ignorant of the falsity of Defendant's representations and reasonably believed them to be true. In reliance on Defendant's representations, Plaintiff and his physicians were induced to, and did, use Defendant's center-pull extraction device in Plaintiff's hip revision surgery. If the Plaintiff and his physicians had known the actual facts, they would not have taken such action. The reliance of Plaintiff and his physicians on Defendant's representations was justified because the representations were made by individuals and entities that appeared to be in a position to know the true facts.

75.

As a proximate cause of Defendant's false representations and concealment, Plaintiff was caused to sustain the injuries and damages described in this Complaint.

Eleventh Cause of Action – Loss of Consortium

76.

Plaintiffs incorporate by reference, as if fully set forth here, each and every allegation contained in paragraphs 1 through 75, inclusive, of this Complaint.

77.

At all times herein mentioned, Plaintiffs Timothy R. Courson and Linda Courson were, and are, legally married as husband and wife.

78.

As a direct and proximate result of the aforementioned conduct of the Defendant, Plaintiff Linda Courson brings this action for the loss of society, companionship, and consortium of Plaintiff Timothy R. Courson brought about by the personal injuries that he sustained due to the actions of Defendant. The resulting loss to Mrs. Courson of her spouse's society, companionship, and consortium, which are permanent, cause Mrs. Courson great suffering and grief.

WHEREFORE, Plaintiffs respectfully pray, as follows:

a. That Plaintiff Timothy R. Courson be awarded general damages in an amount to be proven at trial, but not less than $3,000,000.00;

b. That Plaintiff Timothy R. Courson be awarded damages for past and future medical, hospital, and incidental related expenses, according to proof;

c. That Plaintiff Timothy R. Courson be awarded damages for loss of earnings and for loss of earnings capacity, according to proof;

d. That Plaintiff Linda Courson be awarded damages for her loss of consortium;

e. That Plaintiffs be awarded the costs of suit;

f. That Plaintiffs have a trial by jury; and

f. That Plaintiffs have such other and further relief as the Court deems just and proper.

Respectfully submitted this 14th day of May, 2012.

FORTSON, BENTLEY AND GRIFFIN, P.A.

BY: s/ J. Edward Allen
J. Edward Allen
State Bar No. 010950

BY: s/ Jeffrey DeLoach
Jeffrey W. DeLoach
State Bar No. 081669

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JS 44 (Rev. 09/11)

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

Timothy R. Courson
Linda Courson

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
FORTSON, BENTLEY AND GRIFFIN, PA.
2500 Daniells Bridge Road, Bldg. 200, Suite 3A
Athens, GA 30606 (See Attachment for additional information)

DEFENDANTS

Wright Medical Technology, Inc.

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

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

Attorneys *(If Known)*
Unknown

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)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☒ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition)
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 USCA Section 1332(a)(1)

Brief description of cause:
Personal injury claim based upon product liability (strict liability), negligence and breach of warranties

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $ 3,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER 5:12-CV-173

DATE 5/14/12

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

Attachment to Civil Cover Sheet

Timothy R. Courson and Linda Courson v. Wright Medical Technology, Inc.

Attorneys for Plaintiff:

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(706) 548-1151