IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

RANDY A. ROBERTS, SR. AND NATASHA ROBERTS Plaintiffs, vs. C.R. BARD, INC. AND DAVOL, INC. Defendants.	**CIVIL ACTION NO.** **SECTION** **DIVISION** **COMPLAINT AND DEMAND FOR JURY TRIAL**

COMPLAINT

Plaintiffs, RANDY A. ROBERTS, SR. and NATASHA ROBERTS, residing in Jefferson Parish within the State of Louisiana, by and through the undersigned attorney, and for their causes of action allege against Defendant, C.R. BARD, INC. and DAVOL, INC. ("Defendants"), all on information and belief as follows:

NATURE OF THE ACTION

1. This is a products liability action arising out of personal injuries caused to Randy A. Roberts, Sr. as a result of the implantation of Defendants' unreasonably dangerous and defective Bard® Mesh Monofilament Knitted Polypropylene (hereinafter "Bard® Mesh").

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the amount in controversy exceeds $75,000.00, exclusive of interest and costs, and because complete diversity exists between the parties as Defendants are incorporated and have their principal places of business in states other than the state in which the named Plaintiffs reside.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiffs' claims occurred, in part, in the Eastern District of Louisiana.

PLAINTIFFS

4. Plaintiff, Randy A. Roberts, Sr., is a natural person and a resident of Marrero, Louisiana.

5. Plaintiff, Randy A. Roberts, Sr., was injured as a result of the implantation of Defendants' Bard® Mesh. Plaintiff currently has and will continue to have difficulty doing the most basic tasks of everyday living. Plaintiff will require additional surgeries and treatment in the future. Plaintiff's daily life is consumed with and devastated by the prospects of a life of pain and medication, and therefore seeks damages for pain and suffering, ascertainable economic losses, attorneys' fees, reimbursement of costs of all surgeries related to Defendants' Bard® Mesh, and reimbursement for all past, present and future health and medical care costs related to the implantation of same.

6. Plaintiff, Natasha Roberts, is a natural person and a resident of Marrero, Louisiana.

7. Plaintiff, Natasha Roberts, as a result of her husband's injuries, has suffered and continues to suffer the loss of consortium, society, companionship, and services.

DEFENDANTS

Made Defendants herein are the following parties:

8. Defendant C.R. BARD, INC. is a New Jersey corporation which has its principal place of business at 730 Central Avenue, Murray Hill, New Jersey. At all times relevant herein, Defendant was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling the Bard® Mesh and has conducted business within the State of Louisiana from which it has derived substantial revenue from its products, including the Bard® Mesh, used in the State of Louisiana.

9. Defendant DAVOL, INC., a subsidiary of C.R. BARD, INC., is a Delaware corporation which has its principal place of business at 100 Crossings Boulevard, Warwick, Rhode Island. At all times relevant herein, Defendant was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling the Bard® Mesh and has conducted business within the State of Louisiana from which it has derived substantial revenue from its products, including the Bard® Mesh, used in the State of Louisiana.

10. At all relevant times, Defendants conducted regular and sustained business and engaged in substantial commerce and business activity in the State of Louisiana, which included but was not limited to marketing, selling and promoting the Bard® Mesh in the State of Louisiana.

11. Upon information and belief, Defendants expected or should have expected that their acts would have consequences within the United States of America, including the State of Louisiana, and Defendants derived and derive substantial revenue through interstate commerce.

12. Upon information and belief, and as a result of the defective nature of the Bard® Mesh, Defendants committed tortious acts within the State of Louisiana causing injury to persons who were implanted with the Bard® Mesh, including Plaintiffs.

13. Upon information and belief, Defendants concealed and continue to conceal their knowledge of the Bard® Mesh's unreasonably dangerous risks and side effects from Plaintiff, other patients, and the medical community, including but not limited to an increased risk of and associated with the use of same in hernia surgeries.

14. As a result of Defendants' negligence and failure to disclose the risks associated with use to the medical community and patients, Plaintiff, Randy A. Roberts, Sr., has endured permanent physical and emotional pain and will no longer be able to live a normal and pain-free life.

FACTUAL ALLEGATIONS

MR. ROBERTS' MESH RELATED SURGERIES

15. Plaintiff, Randy A. Roberts, Sr., underwent a surgical procedure involving the use of the Bard® Mesh which caused him to suffer subsequent tissue infections, numerous revision surgeries, and permanent and irreparable harm.

16. Defendants were responsible for researching, designing, developing, testing, manufacturing, packaging, labeling, marketing, advertising, promoting, distributing, selling and/or making available various hernia mesh products, including the Bard® Mesh, which are medical devices used during hernia repair surgeries.

17. On January 11, 2006, Plaintiff, Randy A. Roberts, Sr., underwent an incisional hernia repair surgery at West Jefferson Surgery Center, for the removal and repair of a fasical defect, during which his surgeon used the Bard® Mesh.

18. Prior to undergoing the surgery, Plaintiff, Randy A. Roberts, Sr., was not warned of the risk that the use of the Bard® Mesh was biologically incompatible with human tissue and promotes negative immune responses, including but not limited to, inflammation of the hernia tissue and abdominal wall abscesses from infected mesh, such as those experienced by Plaintiff.

19. On or about May 7, 2015, Plaintiff, Randy A. Roberts, Sr., presented to West Jefferson Medical Center for complaints of increasing pain, swelling and abdominal discomfort. It was determined that he had an abdominal wall abscess in the umbilical hernia sac for which he underwent surgery that day.

20. During the surgery, it was postulated that a bacteria had seeded his mesh but only a

portion of the infected mesh that underneath the abscess was removed because the rest of the mesh was so well incorporated that it could not be taken out.

21. Following the surgery, Plaintiff, Randy A. Roberts, Sr., was informed that because the rest of the residual mesh could not be removed that he was at a substantially increased risk for recurrence.

22. Plaintiff, Randy A. Roberts, Sr., was further informed that if he had a recurrence then his options at that time would be suppression for life with oral antibiotics or a surgery to attempt to remove the residual mesh.

23. On or about August 25, 2015, it was determined that some of the residual mesh had become infected again and that Plaintiff, Randy A. Roberts, Sr., would need to undergo outpatient surgery that day. All of the infected mesh that was unincorporated was removed during this surgery and sent for cultures.

24. Unfortunately, Plaintiff, Randy A. Roberts, Sr., continued to experience debilitating pain and the cultures taken from the August 25, 2015 surgery showed that the infection was antibiotic resistant. It was determined at that time that the best option would be to try to completely remove the residual mesh.

25. On September 9, 2015, Plaintiff, Randy A. Roberts, Sr., was admitted to West Jefferson Medical Center for complete removal of the infected residual mesh. During the surgery it was found that a fistula had been created between the bowl and the mesh resulting in an additional procedure to resect the mesh from the bowel. The operative notes state that it appeared that all of the underlay mesh had been removed but because it was so well incorporated it could not be determined if all of the mesh had actually been taken out.

26. Prior to these three (3) surgeries, Plaintiff, Randy A. Roberts, Sr., was a healthy 35 year old man and owner of a thriving granite installation business.

27. Plaintiff, Randy A. Roberts, Sr., has never fully recovered from the surgeries, still experiences increasing pain and discomfort, and will likely undergo subsequent surgery(ies) in the future.

FDA 510(K) APPROVAL PROCESS AND THEBARD® MESH

28. The current regulatory framework for medical device approval, established in the Medical Device Amendments of 1976 to the Federal Food, Drug and Cosmetic Act of 1938, contains a three-class classification system for medical devices: Class I devices pose the lowest risk and do not require FDA marketing approval; Class II devices pose an intermediate risk and could include post-market surveillance; and Class III devices pose the greatest risk of complications or death. The Bard® Mesh is a Class II device.

29. Class II devices require approval by the FDA under a "510(K)" process. Section 510(k) provides for marketing of a medical device if the device is deemed "substantially equivalent" to other predicate devices marketed prior to May 28,1976. No formal review for safety or efficacy is required, and no formal review for safety or efficacy was conducted with regard to the Bard® Mesh prior to its initial marketing.

30. Despite the 510(k) approval process, manufacturers are under a continuing duty to ensure that their products are safe and have adequate warnings are provided. They are also under a continuing duty to monitor medical literature affecting their products and to update warnings as necessary. Indeed, FDA guidance and federal regulations require warnings to be included if there is reasonable evidence of a serious hazard associated with the use of a medical device.

31. The polypropylene mesh, which is used in the Bard® Mesh, was marketed by Defendants as superior to other implantable mesh materials because of its ease of use, its strength and durability and the fact that it is better tolerated than many other implantable materials. Tragically, the scientific evidence shows that the polypropylene material is biologically incompatible with human tissue and actually promotes negative immune responses in a large subset of the population. This negative response promotes inflammation of the surrounding tissue and can contribute to the formation of severe adverse reactions to the mesh.

32. Defendants were aware of these adverse events associated with the polypropylene material used in the Bard® Mesh long before Plaintiff, Randy A. Roberts, Sr., had his surgery in 2006.

33. Defendants ignored reports from patients and health care providers throughout the United States of the Bard® Mesh's failures to perform as intended, which led to the severe and debilitating injuries suffered by Mr. Roberts and numerous other patients. Rather than doing adequate testing to determine the cause of these injuries, or to rule out the Bard® Meshs's design as the cause of these injuries, Defendants continued to market the Bard® Mesh as a safer and more effective medical device as compared to other available alternative treatments for hernias.

34. Contrary to Defendants' representations, the Bard® Mesh has a high rate of failure, injury and complications associated with its intended use; the product fails to perform as intended resulting in debilitating subsequent revision surgeries for users of the medical device, including Plaintiff, Randy A. Roberts, Sr.

35. The specific nature of the Bard® Mesh's defects include, but are not limited to, the following:

a. the use of polypropylene material in the permanent medical device and the immune reaction that results from such material, causing adverse reactions, adhesions, injuries to nearby organs and complications including infection, fistulas, chronic pain and hernia recurrence;

b. the fact that the permanent medical device is to be inserted into and through an area of the body with high levels of bacteria that adhere to the polypropylene material ceasing immune reactions, tissue breakdown and severe adverse reactions and injuries;

c. biomechanical issues with the design of the permanent medical device, including but not limited to, the propensity of the permanent medical device to "creep" or shrink inside the body, which in turn causes the surrounding tissue to become inflamed, fibrotic, and contract, resulting in injuries;

d. the inelasticity of the permanent medical device, causing it to improperly adhere to where it is implanted; and

e. the propensity of the permanent medical device for degradation or fragmentation over time, which causes a chronic inflammatory and fibrotic reaction resulting in continuing injuries.

36. The Bard® Mesh is also defective due to Defendants' failure to adequately warn or instruct Plaintiff and/or his healthcare providers of certain adverse risks including, but not limited to, the following:

a. the Bard® Mesh's propensity for degradation, fragmentation and/or ability

to creep;

b. the Bard® Mesh's propensity for mesh erosion or extrusion into surrounding areas;

c. the Bard® Mesh's propensity for causing chronic inflamation, infections and permanent scarring;

d. the Bard® Mesh's propensity for corrective or revision surgery to adjust or remove the eroded and/or infected mesh product;

e. treatment of hernias with the Bard® Mesh is no more effective than other available alternatives;

f. treatment of hernias with the Bard® Mesh makes future surgical repair more difficult than other available alternatives;

g. use of the Bard® Mesh puts the patient at a greater risk of requiring additional surgery than other available alternatives;

h. removal of the Bard® Mesh may involve multiple surgeries because of the complications associated with its use and may significantly impair the patient's quality of life; and

i. complete removal of the Bard® Mesh may not be possible because of the complications associated with its use.

37. Defendants have under reported information about the propensity of the Bard® Mesh to fail and cause injury and complications discussed herein, and have made unfounded representations regarding the efficacy and safety of the Bard® Mesh.

38. Defendants failed to perform proper and adequate testing and research in order to properly determine and evaluate the risks and benefits of the Bard® Mesh.

39. Defendants failed to design and establish a safe and effective procedure for the removal of the Bard® Mesh.

40. At all times relevant to the suit, other feasible, alternative designs of the Bard® Mesh have existed which do not present the same frequency and severity of risks as the Bard® Mesh.

41. At all times relevant to the suit, the Bard® Mesh was utilized and implanted in a manner foreseeable to Defendants, as Defendants were responsible for the instructions for use, the procedures for implanting the device, and physician training.

42. At all times relevant to the suit, the Bard® Mesh implanted in Plaintiff, Randy A. Roberts, Sr., was in the same or substantially similar condition as when it left Defendants' possession, and in the condition directed by and expected by Defendants.

43. The injuries, conditions and complications suffered by patients implanted with the Bard® Mesh include, but are not limited to, mesh erosion, mesh contraction, mesh infection, fistula formation, inflammation, development of significant scar tissue, organ perforation, blood loss, neuropathic and other acute nerve damages and pain, and chronic hernia pain.

44. In many cases, the patients, including Plaintiff, Randy A. Roberts, Sr., have been forced to undergo extensive medical treatment for those injuries and complications, including, but not limited to, operations to locate and remove defective mesh, operations for recurrent hernias, tissue and nerve damages, the use of pain control and other medications. Plaintiff, Randy A. Roberts, Sr., underwent three such procedures for which he learned that the Bard® Mesh was a cause of

contributing factor of his underlying medical problems.

45. The medical and scientific literature studying the effects of the polypropylene mesh used in the Bard® Mesh, has examined all of these injuries and complications and has found that they are causally related to the polypropylene mesh used in the Bard® Mesh.

46. At all times relevant to the suit, Defendants continued to promote the Bard® Mesh as safe and effective as a permanently implanted medical device when no clinical trials had been done supporting long-term efficacy.

47. At all times relevant to the suit, Defendant failed to provide sufficient warnings and instructions that would have put Plaintiffs and the general public on notice of the dangers and adverse effects known by them to be associated with the use of the Bard® Mesh.

48. At all times relevant to the suit, the Bard® Mesh as designed, manufactured, distributed, sold and/or supplied by Defendants was defective due to an inadequate design, warnings and/or inadequate testing.

49. As a result of having the Bard® Mesh implanted in him, Plaintiff, Randy A. Roberts, Sr., has experienced and continues to experience significant physical and mental pain and suffering, permanent injury, numerous corrective surgeries and hospitalizations, financial and/or economic loss, including but not limited to, medical expenses, lost income and other damages discussed herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

INADEQUATE WARNING UNDER LA. R.S. 9:2800.57

50. Plaintiffs repeat, reiterate and reallege each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

51. At all relevant times, Defendants were engaged in the business of designing, manufacturing, testing, promoting, marketing, distributing, labeling, and/or selling the Bard® Mesh.

52. The Bard® Mesh was defective and unreasonably dangerous when it left the possession of Defendants in that it contained warnings insufficient to alert the medical community and patients, including Plaintiffs herein, of the dangerous risks associated with the use of the permanent medical device, including, but not limited to, its propensity for permanent physical injuries including, but not limited to, suffering severe adverse immune reactions causing improper adhesions to nearby organs, surrounding tissue infections, fistulas, degradation and fibriotic reactions resulting in chronic pain, other serious injuries and side effects, notwithstanding the Defendants' knowledge of an increased risk of these injuries and side effects. Thus, the subject product was unreasonably dangerous because an adequate warning was not provided pursuant to La.R.S. 9:2800.57.

53. The subject permanent medical device manufactured and promoted by Defendants was also defective due to inadequate post-marketing warning or instruction because, after Defendants knew or should have known of the risk of serious bodily harm from the use of the subject permanent medical device, Defendants failed to provide an adequate warning to patients and/or their health care providers of the defects of the device, and/or alternatively failed to conform to federal and/or state requirements for labeling, warnings and instructions, or recall, while knowing that the device could cause serious injury.

54. Plaintiffs could not have discovered any defect in the subject permanent medical device through the exercise of reasonable care.

55. Defendants, as manufacturers and/or distributors of the subject device, are held to the level of knowledge of an expert in the field.

56. The warnings that were given by the Defendants were not accurate, clear and/or were ambiguous.

57. The warnings that were given by the Defendants failed to properly warn the medical community and patients of the increased risks of permanent physical injuries including, but not limited to, severe adverse immune reactions causing improper adhesions to nearby organs, surrounding tissue infections, fistulas, degradation and fibriotic reactions resulting in chronic pain, other serious injuries and side effects.

58. Plaintiff, Randy A. Roberts, Sr., individually and through his surgeon, reasonably relied upon the skill, superior knowledge and judgment of the Defendants.

59. The Defendants had a continuing duty to warn Plaintiffs of the dangers associated with the use of the Bard® Mesh.

60. Had Plaintiff, Randy A. Roberts, Sr., received adequate warnings regarding the risks associated with the use of the Bard® Mesh, he would not have used it.

61. The Plaintiffs have been damaged by the Defendants' failure to warn of all known risks associated with the subject permanent medical device.

SECOND CAUSE OF ACTION

DESIGN DEFECT UNDER LA.R.S. R.S. 9:2800.56

62. Plaintiffs repeat, reiterate and reallege each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

63. At all relevant times, Defendants were engaged in the business of designing, manufacturing, promoting, marketing, and sale of the Bard® Mesh.

64. At all relevant times, Defendants knew or should have known that the Bard® Mesh was not reasonably safe for its intended use and was defective as described herein with respect to Defendants' design of the permanent medical device, including but not limited to, the following design defects:

a. the use of the polypropylene material used in the Bard® Mesh and the immune reaction that results from such material causes adverse reactions, adhesions, injuries to nearby organs and complication including infection, fistulas, chronic pain and hernia recurrence;

b. the fact that the permanent medical device is to be inserted into and through an area of the body with high levels of bacteria that adhere to the polypropylene material ceasing immune reactions, tissue breakdown and severe adverse reactions and injuries;

c. biomechanical issues with the design of the permanent medical device, including but not limited to, the propensity of the permanent medical device to "creep" or shrink inside the body, which in turn causes the surrounding tissue to become inflamed, fibrotic, and contract, resulting in injuries;

d. the inelasticity of the permanent medical device, causing it to improperly adhere to where it is implanted; and

e. the propensity of the permanent medical device for degradation or fragmentation over time, which causes a chronic inflammatory and fibrotic reaction resulting in continuing injuries.

65. At all relevant times, the medical community, Plaintiff, and Plaintiff's surgeon relied upon Defendants' misrepresentations of the superiority of the Bard® Mesh's design and utilized the Bard® Mesh in Plaintiff's hernia procedure.

66. Upon information and belief, Plaintiffs allege that Defendants knew that the Bard® Mesh was unsafe, defective, and unreasonably dangerous; that Defendants knew that, because such off-label use was dangerous and defective when so used, the product could not be safely used for the purpose intended.

67. As a direct and proximate result of the Bard® Mesh's aforementioned defects, Plaintiff, Randy A. Roberts, Sr., has experienced severe mental and physical pain and suffering, has sustained permanent injury, has undergone numerous medical treatments and corrective surgeries and hospitalizations, has suffered significant financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

THIRD CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY UNDER LA. 9:2800.58

68. Plaintiffs repeat, reiterate and reallege each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

69. Defendants expressly represented to Plaintiffs, other patients, and the medical community that the Bard® Mesh was safe and fit for its intended purposes, was of merchantable quality, did not produce any dangerous side effects, and had been adequately tested.

70. The Bard® Mesh does not conform to Defendants' express representations because it is not safe, has numerous and serious side effects and causes severe and permanent injuries including, but not limited to, adverse immune reactions causing improper adhesions to nearby organs, surrounding tissue infections, fistulas, degradation and fibriotic reactions resulting in chronic pain, other serious injuries and side effects.

71. At the time of the making of the express warranties, Defendants knew or should have known of the purpose for which the Bard® Mesh was to be used and warranted the same to be, in all respects, fit, safe, and effective and proper for such purposes. The subject permanent medical device was unreasonably dangerous because it failed to conform to an expressed warranty of the Defendants as provided by La.R.S. 9:2800.58.

72. At the time of the making of the express warranties, Defendants knew or should have known that, in fact, said representations and warranties were false, misleading, and untrue in that the Bard® Mesh was not safe and fit for its intended use, as promoted by Defendants, and, in fact, causes serious injuries to the patient including, but not limited to severe adverse immune reactions causing improper adhesions to nearby organs, surrounding tissue infections, fistulas, degradation and fibriotic reactions resulting in chronic pain, other serious injuries and side effects

73. At all relevant times, the Bard® Mesh did not perform as safely as an ordinary consumer would expect when used as intended and promoted or in a reasonably foreseeable manner.

74. Plaintiffs, other patients, and the medical community relied upon Defendants' express warranties.

75. As a direct and proximate result of the Bard® Mesh's aforementioned defects, Plaintiff, Randy A. Roberts, Sr., has experienced severe mental and physical pain and suffering, has

sustained permanent injury, has undergone numerous medical treatments and corrective surgeries and hospitalizations, has suffered significant financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

FOURTH CAUSE OF ACTION

LOSS OF CONSORTIUM

76. Plaintiffs repeat, reiterate and reallege each and every allegation of this Complaint with the same force and effect as if more fully set forth herein.

77. Plaintiff, Natasha Roberts, is the wife of Plaintiff, Randy A. Roberts, Sr.

78. For the reasons set forth herein, Plaintiff, Natasha Roberts, has necessarily paid and has become liable to pay for medical aid, treatment, monitoring, medications, and other expenditures and will necessarily incur further expenses of a similar nature in the future as a proximate result of Defendants' misconduct.

79. For the reasons set forth herein, Plaintiff, Natasha Roberts, has suffered and will continue to suffer the loss of her husband's support, companionship, services, society, love and affection.

80. Plaintiff, Natasha Roberts, alleges that her marital relationship was impaired and depreciated, and the marital association between husband and wife has been altered and she has suffered and continues to suffer great emeotional pain and mental anguish.

81. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff, Natasha Roberts, has sustained and will continue to sustain severe emotional distress, economic losses and other damages for which she is entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

DEMAND FOR JURY TRIAL

The Plaintiffs hereby demand a trial by jury on all counts and as to all issues.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

a. Awarding compensatory damages to Plaintiffs in an amount to be determined at trial;

b. Awarding pre-judgment and post-judgment interest to the Plaintiffs;

c. Awarding the costs and expenses of this litigation to the Plaintiffs;

d. Awarding reasonable attorneys' fees and costs to the Plaintiffs as provided by law; and

e. Granting any and all such other relief as the Court deems necessary, just and proper.

Dated: November 29, 2017

Respectfully Submitted,
BY: */s/ Robin Myers Primeau*
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Robin M. Primeau, T.A. (32613)
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JS 44 (Rev. 12/12)

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

Randy A. Roberts, Sr. and Natasha Roberts

(b) County of Residence of First Listed Plaintiff Jefferson Parish, LA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Jessica W. Hayes/ Robin Myers
Primeau/ Murray Law Firm, 650 Poydras St., Ste. 2150, New Orleans, LA 70130, (504) 525-8100

DEFENDANTS

C.R Bard, Inc. and Davol, Inc.

County of Residence of First Listed Defendant Murray Hill, NJ
(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)*

(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)*

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- ❒ 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 - Medical Malpractice

PERSONAL INJURY
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- ❒ 368 Asbestos Personal Injury Product Liability

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- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

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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 U.S.C. 1332pl

Brief description of cause:
products liability - hernia mesh

VII. REQUESTED IN COMPLAINT:

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

DEMAND $

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
11/29/2017

SIGNATURE OF ATTORNEY OF RECORD
Robin Myers Primeau

FOR OFFICE USE ONLY

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