U.S. DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI

PATRICK DOVE
PLAINTIFF

v. **CASE NO:** 3:18-CV-3-CWR-FKB

DAVOL, INC., C.R. BARD, INC. ("aka" Bard), and BECTON DICKINSON ENTERPRISES INCORPORATED ("aka" BD)
DEFENDANTS

JURY TRIAL DEMANDED

_____/

COMPLAINT

The Plaintiff, PATRICK DOVE by and through the undersigned counsel, hereby files this Complaint against the Defendants, DAVOL, INC. AND C.R. BARD, INC. a as a product liability lawsuit related to a dangerous mesh implant and states as follows:

JURISDICTION

1.

Complete diversity of citizenship exists pursuant to 28 U.S.C. § 1332(d) and the amount in controversy exceeds seventy-five thousand dollars ($75,000.00) exclusive of interest and costs.

2.

Defendants, Davol, Inc. and C.R.Bard, Inc. has transacted business in Mississippi, committed tortious acts in Mississippi, made or performed contracts in Mississippi, made promises substantially connected to Mississippi and maintains a registered agent in Flowood, Mississippi. The registered agent for both defendants is CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232. Therefore, this court has personal

jurisdiction over the Defendants pursuant to the Mississippi long arm statute. Miss. Code Ann. § 13-3-57 (2017). BD announced the purchase of C.R. Bard Inc. on April 23, 2017 and has continued to operate under the name C.R. Bard, Inc. in Mississippi.

VENUE

3.

Venue is proper in the judicial district pursuant to 28 U.S.C. §1391 (a) and (c) because Davol, Inc. and C.R. Bard, Inc. conducts business and sales activity in this judicial district and maintains its registered agent in Flowood, Mississippi and thus is subject to personal jurisdiction in this judicial district.

4.

A substantial part of the tortious events and omissions giving rise to Plaintiff's claim occurred in Mississippi such that venue is proper in Mississippi.

PARTIES

5.

Plaintiff is a resident of Lauderdale County, Mississippi who experienced severe personal injuries, medical complications, and damages from the implantation of the Bard Ventralex mesh.

6.

Defendant, C.R. Bard, Inc., is and at all times relevant to this action licensed as a foreign corporation in Mississippi incorporated in New Jersey with a principal place of business at 730 Central Avenue, Murray Hill, Jew Jersey 07974.

7.

Defendant, Davol, Inc., a subsidiary of C.R. Bard, Inc., is and at all times relevant to this action licensed as a foreign corporation in Mississippi incorporated in Delaware with a principal place of business at 100 Crossings Boulevard, Warwick, Rhode Island 02886.

8.

Defendant, Becton Dickinson Enterprises Incorporated ("aka" Becton Dickinson) is and at all times relevant to this action incorporated in New Jersey with a principal place of business at 1 Becton Drive, Franklin Lakes, New Jersey 07417-1815.

FACTUAL ALLEGATIONS

9.

Defendant, DAVOL designed, manufactured and distributed the Bard Ventralex hernia patch (hereinafter Ventralex patch) that was implanted in the Plaintiff's body.

10.

C.R. BARD, Inc., branded under the trade name "Bard" is a multinational developer, manufacturer, and marketer of medical technologies in the fields of vascular, urology, oncology, and surgical specialties.

11.

On April 23, 2017, Becton Dickinson agreed to purchase C.R. Bard, Inc. for Twenty Four Billion Dollars.

12.

Defendants through its agents, servants and employees, participated in the manufacture and delivery of the Ventralex Patch that was implanted into the Plaintiff's body on March 18, 2014 using an eight cm circular Bard mesh, PTFE side down and Marlex side up. A revision

surgery was performed on June 6, 2017 using ProLite MESH (15cm X 15cm) Lot # 409590 and ProLite MESH (7.5cm X 15cm) Lot # 404635.

13.

The FDA 510k application states, and defendants marketed and distributed, the Ventralex patch for use in all forms of hernia repair as well as to repair soft tissue deficiencies, including deficiencies caused by trocars.

14.

The Ventralex patch is a bilayer construction of a self-expanding patch containing two layers of polypropylene mesh stitched with polytetrafluorethylene (PTFE) monofilament to an expanded polytetrafluoroethylene (ePTFE) sheet. The mesh component is described as containing a "fully absorbable" recoil ring using SorbaFlex Memory Technology, an absorbable polydioxanone (PDO) monofilament.

15.

The Bard Ventralex mesh was actually made of materials, which are biologically incompatible with human tissue and react negatively and sometimes dangerously with a large number of those on whom it is used. Defendant knew or should have known that their Product was unreasonably harmful.

16.

Defendants knew that the technology used in the laminate layers would delaminate as evidenced by folding, shriveling, curling up on edges, and generally causing a separation of layers of the patch.

17.

The scientific evidence Defendant knew or should have known of demonstrates that the mesh is incompatible with human tissue and often causes a negative immune response in patients implanted with the Bard Ventrilex, including Plaintiff. The Ventralex patch is constructed with a

polypropylene monofilament containing a resin-based polypropylene not suitable for human implantation.

18.

On information and belief, and discovery will show, the resin-based polyproplylene when implanted in the body can cause certain continuous chemical reactions resulting in abnormal wound healing complications, bleeding, chronic serum discharge, severe abdominal pain and the eventual breakdown and disintegration of the bilayer Ventralex mesh.

19.

With knowledge of the mesh defects, Bard Ventralex marketed to the medical community and to patients as a safe, effective, and reliable medical device, implanted by safe and effective, minimally invasive surgical techniques, and is safer and more effective as compared to other products. See Exhibit "A".

20.

Defendants knowingly, willfully and with the full intent to conceal, did conceal their awareness that resin-based polypropylene was not suitable for human implantation.

21.

Defendant failed to disclose the known risks and failed to warn of known or scientifically knowable dangers and risk associated with the Bard Ventralex mesh.

22.

The Bard Ventralex mesh as designed, manufactured, distributed, sold and/or supplied by Defendant was defective as marketed due to inadequate warnings, instructions, labeling and/or inadequate testing.

23.

Defendants negligently failed, or willfully refused, to ensure their own profits at the expense and risk of Plaintiff, to disclose the defective and dangerous condition of their Ventralex patch.

24.

As a result of having the Bard Ventralex mesh implanted, the Plaintiff has experienced significant mental and physical pain and suffering, has sustained permanent injury, has undergone additional surgical procedures to repair damage caused by the Bard Ventralex mesh, has suffered economic loss, including but not limited to, obligations for medical services and expenses, lost income, and other damages.

CAUSES OF ACTION
COUNT I: NEGLIGENCE

25.

Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

26.

Defendant had a duty to individuals, including the Plaintiff, to use reasonable care in designing, manufacturing, marketing, labeling, packaging and selling their Bard Ventralex mesh products.

27.

Defendant breached its due to its customers, including Plaintiff, by failing to design, manufacture, market, label, package and/or sell its Product in such a manner as the exercise of reasonable care would dictate.

28.

As a direct and proximate result of Defendant's negligence Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury, has undergone additional surgical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

COUNT II: STRICT LIABILITY-DESIGN DEFECT

29.

Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

30.

The Product implanted in Plaintiff was not reasonably safe for its intended uses and was designed in a defective manner so as to be hazardous and harmful to the human body.

31.

As a direct and proximate result of the mesh's aforementioned defects as described herein, Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury, has undergone additional surgical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

32.

Defendant is strictly liable to the Plaintiff for designing, manufacturing, marketing, labeling, packaging and selling a defective product(s).

COUNT III: STRICT LIABILITY MANUFACTURING DEFECT

33.

Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein

34.

The Product implanted in Plaintiff was not reasonably safe for its intended use and was manufactured defectively due to having deviated materially from Defendant's design specifications.

35.

The deviations from design specs resulted in defective manufacturing which posed unreasonable risks of serious bodily harm to customers, including the Plaintiff.

36.

As a direct and proximate result of the mesh's aforementioned defects as described herein, Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury, has undergone additional surgical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

37.

Defendant is strictly liable to the Plaintiff for designing, manufacturing, marketing, labeling, packaging and selling a defective product(s).

COUNT IV: BREACH OF EXPRESS WARRANTY

38.

Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein

39.

Defendant made assurances as described herein to the general public, hospitals and health care professionals that the Product was safe and reasonably fit for its intended purposes.

40.

The Plaintiff and/or health care provider chose the Product based upon Defendant's warranties and representations regarding the safety and fitness of the product.

41.

The Plaintiff, individually and/or by and through his health care providers, reasonably relied upon Defendant's express warranties and guarantees that the product was safe, merchantable, and reasonably fit for its intended purposes.

42.

Defendant reached these express warranties because the product was unreasonably dangerous and defective as described herein and not as Defendant had represented.

43.

Defendant's breach of its express warranties resulted in the implantation of an unreasonably dangerous and defective product.

44.

As a direct and proximate result of the mesh's aforementioned defects as described herein, Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury, has undergone additional surgical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

COUNT V: BREACH OF IMPLIED WARRANTY

45.

Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein

46.

Defendant impliedly warranted that the subject mesh was merchantable and was fit for the ordinary purposes for which it was intended.

47.

When the mesh was implanted in the Plaintiff to treat a hernia, the product was being used for the ordinary purpose for which it was intended.

48.

Plaintiff, individually and/or by and through his providers, relied upon Defendant's implied warranties of merchantability in consenting to have the subject mesh implanted.

49.

The Defendant breached these implied warranties of merchantability because the Product implanted in Plaintiff was neither merchantable nor suited for their intended uses as warranted.

50.

Defendant's breach of their implied warranties resulted in the implantation of an unreasonably dangerous and defective product which placed Plaintiff's health and safety in jeopardy.

51.

As a direct and proximate result of Defendant's breach of the aforementioned implied warranties, Plaintiff has experienced significant physical injury, mental and physical pain and suffering, permanent injury, has undergone additional surgical treatment and will likely undergo further medical treatment and procedures, has suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses, lost income, and other damages.

WHEREFORE, Plaintiff PATRICK DOVE demands judgment for damages from the Defendant for an amount in excess of Seventy-Five Thousand Dollars ($75,000.00) together with interests and costs.

REQUEST FOR JURY TRIAL

The Plaintiffs herein request trial by jury of all issues triable by right.

Dated, this the 2nd day of January 2018.

Respectfully Submitted,

PATRICK DOVE

By: */s/ Tina M. Bullock*
TINA M. BULLOCK (MBN 103114)

PLAINTIFF ATTORNEYS:
Tina M. Bullock, Esq.(MBM 103114)
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VENTRALEX™ Hernia Patch

Umbilical Hernia Repair – Featuring SORBAFLEX™ Memory Technology

BARD
DAVOL INC.

A clinically proven umbilical hernia repair solution.

The VENTRALEX™ Hernia Patch is a self-expanding polypropylene and ePTFE patch that allows for an intraabdominal, tension-free repair. This technique is designed to eliminate the lateral dissection typically required for preperitoneal placement, which may help minimize post op pain. Deep placement of the prosthetic also allows for a strong repair and less chance of recurrence.

Easy
Technique and Placement

- Simple deployment technique
- Tension-free intraabdominal repair
- Minimum fixation required

Efficient
Positioning Pocket and Strap

- Pocket and strap facilitates placement, positioning and fixation
- SORBAFLEX™ Memory Technology allows the patch to "spring open," lay flat to maintain shape and then fully absorbs over time*

Proven
Materials and Clinical Data

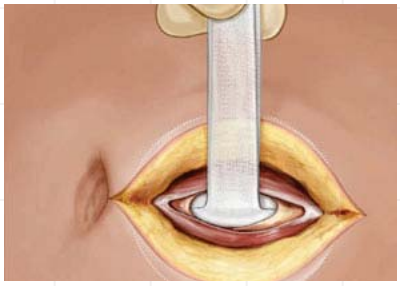
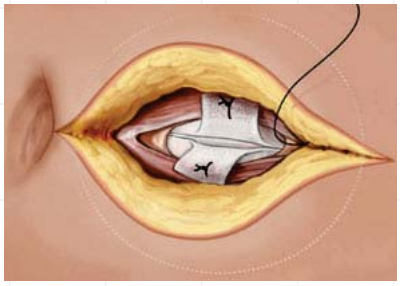
- Clinically supported technique since 2002 with peer-reviewed published clinical studies

*Preclinical data on file at C. R. Bard. Results may not correlate to performance in humans.

VENTRALEX™ Hernia Patch

Easy.

Simple deployment technique is clinically proven for reliable umbilical hernia repairs.

- Designed for intraabdominal repairs of umbilical and other small ventral hernias
- Intraabdominal placement eliminates the lateral dissection typically required for preperitoneal placement
- Post op pain may be reduced due to the minimal dissection required to secure the prosthesis

Ideal for trocar site closures

Herniation into a trocar site, along with Richter's hernias, may occur even if the anterior fascia above the defect has been closed. The smallest VENTRALEX™ Hernia Patch allows for an intraabdominal, tension-free repair not requiring transfacial suturing.

Efficient.

The VENTRALEX™ Hernia Patch's proven design aids placement, positioning and fixation.

Unique positioning pocket aids in proper placement, positioning, and lateral fixation.

Special positioning strap and SORBAFLEX™ Memory Technology help assure that the patch lays flat against the abdominal wall.

Three sizes available for coverage of larger defects to smaller trocar site closures.

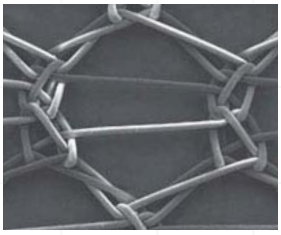
SORBAFLEX™ memory technology allows the patch to "spring open" and lay flat to maintain shape. The SORBAFLEX™ memory technology fully absorbs over time.

Proven.

The VENTRALEX™ Hernia Patch combines materials used in general surgery for many years to deliver proven benefits to you and your patients.

Monofilament polypropylene mesh for a strong repair

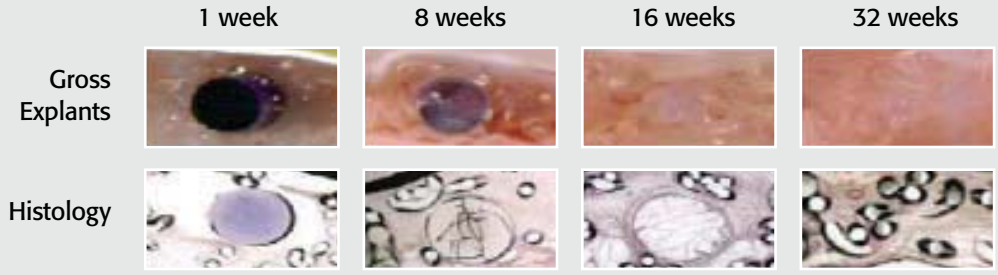
With over 40 years of proven results in hernia repair, monofilament polypropylene allows a fast fibrotic response. This results in strong tissue incorporation into the abdominal wall, providing a long-term repair with minimized recurrence.



Open Pore Mesh Design
35x Magnification

SORBAFLEX™ Memory Technology

- Polydioxanone (PDO) monofilament is commonly used in other well-known surgical products (e.g. suture)
- Unique in its flexibility and tensile strength, it facilitates patch insertion and proper placement
- Absorption via hydrolysis is essentially complete in 24-32 weeks*



These images are from a porcine study using the VENTRIO™ Hernia Patch which contains the same SORBAFLEX™ Memory Technology.*

VENTRALEX™ Mesh in Umbilical/Epigastric Hernia Repairs: Clinical Outcomes and Complications *Hernia*/2008 Aug;12(4):379-83.

D.F. Martin, R.F. Williams, T.Mulrooney, and G.R. Voeller**

Highlights:

- 88 patients (69 males, 19 females) were evaluated from 2003-2006 and 89 VENTRALEX™ Hernia Patches were placed
- 0 hernia recurrences
- 93% of patients sent home the same day as the surgery

Clinically supported technique since 2002 with over 1 million implants worldwide and peer-reviewed published clinical studies all add up to proven reliability.

* Preclinical data on file at C. R. Bard. Results may not correlate to performance in humans.

VENTRALEX™ Hernia Patch

VENTRALEX™ Hernia Patch

Indications

The BARD® VENTRALEX™ Hernia Patch is intended for use in all forms of hernia repair requiring reinforcement with a nonabsorbable support material. The small BARD® VENTRALEX™ Hernia Patch (4.3 cm/1.7 in) is also intended to repair soft tissuedeficiencies, including deficiencies caused by trocars.

Contraindications

Do not use the BARD® VENTRALEX™ Hernia Patch in infants or children, whereby future growth will be compromised by use of such mesh material. Do not use the BARD® VENTRALEX™ Hernia Patch for the reconstruction of cardiovascular defects. Literature reports that there is a possibility for adhesion formation when the polypropyleneis placed in contact with the bowel or viscera.

Warnings

Do not cut or reshape any portion of the BARD® VENTRALEX™ Hernia Patch (as this could affect its effectiveness), except for the monofilament polypropylene positioning strap. Care should be taken not to cut or nick the SORBAFLEX™ PDO Monofilament. If the recoil ring is cut or damaged during insertion or fixation, additional complications may include bowel or skin perforation and infection. Follow proper rolling techniques for all patches as described in these instructions for use as other rolling techniques may potentially compromise the SORBAFLEX™ PDO Monofilament. Ensure proper orientation; the solid white surface (ePTFE) must be oriented against the bowel or sensitive organs. Do not place the mesh surface against the bowel. There is a possibility for adhesion formation when mesh (including strap) is placed in direct contact with the bowel or viscera.

Adverse Reactions

Possible complications include seroma, adhesions, hematoma, inflammation, extrusion, fistula formation, infection, allergic reaction, and recurrence of the hernia or soft tissue defect. If the SORBAFLEX™ PDO Monofilament is cut or damaged during insertion or fixation, additional complications may include bowel or skin perforation and infection.

Catalog Number	Quantity	Shape	Diameter	
0010301	2/cs.	Small Circle with Strap	1.7" x 1.7" (4.3 cm x 4.3 cm)	☐
0010302	2/cs.	Medium Circle with Strap	2.5" x 2.5" (6.4 cm x 6.4 cm)	☐
0010303	2/cs.	Large Circle with Strap	3.2" x 3.2" (8.0 cm x 8.0 cm)	☐

Order Form

☐ Please add these marked products to my preference card.

☐ I would like to have these marked products in stock.
(Reference sizes checked above)

☐ I would like to trial these marked products.

Purchase Order Number _____ Date _____

Catalog Number(s) _____ Quantity _____

Surgeon's Signature _____

Please consult product labels and inserts for any indications, contraindications, hazards, warnings, precautions and instructions for use.

**Dr Guy Voeller is a paid consultant to Davol, Inc.

Davol Inc. • Subsidiary of C. R. Bard, Inc.
100 Crossings Boulevard • Warwick, RI 02886
1.800.556.6275 • www.davol.com
Medical Services & Support 1.800.562.0027
MMVHPSS4

BARD DAVOL INC.

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

3:18-CV-3-CWR-FKB

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

PATRICK DOVE

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

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

Tina M. Bullock, DIAZ LAW FIRM 208 Waterford Square, Ste 300 Madison, MS 39110 TEL 601-607-3456

DEFENDANTS

DAVOL INC, C.R.BARD INC, BECTON DICKINSON ENTERPRISES INCORPORATED

County of Residence of First Listed Defendant UNION, 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)*

Click here for: Nature of Suit Code Descriptions.

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 (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

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 - Medical 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

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

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

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

LABOR
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

PROPERTY RIGHTS
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 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
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 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 - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Brief description of cause:
Product Liability - Bard 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
01/02/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

0538-3605802