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Case No. N20C-05-176 FAR

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

TOMMY JONES, JR.,	§	
	§	
Plaintiff,	§	
	§	**C.A. NO._____**
v.	§	
	§	
ASTRAZENECA PHARMACEUTICALS LP,	§	
	§	
	§	
Defendant.	§	**JURY TRIAL DEMANDED**

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Tommy Jones, Jr. ("Plaintiff") hereby files this Original Complaint against Defendant AstraZeneca Pharmaceuticals LP ("Defendant" or "AstraZeneca"), as follows:

I. INTRODUCTION

1. This is an action for damages suffered by Plaintiff caused by Defendant's negligent and wrongful conduct in connection with the development, testing, packaging, promoting, marketing, distribution, labeling and/or sale of Xigduo and/or Xigduo XR (dapagliflozin plus metformin). Defendant sold the drug Xigduo to Plaintiff without warning that the drug is associated with and can cause necrotizing fasciitis of the perineum, also known as Fournier's gangrene (a life-threatening infection of the genitals and/or area around the genitals).

II. THE PARTIES

2. At all relevant times, Tommy Jones, Jr. was a resident of the state of Mississippi.

3. Defendant AstraZeneca Pharmaceuticals LP is a Delaware limited partnership with its principal place of business at 1800 Concord Pike, Wilmington, Delaware 19850-5437. AstraZeneca is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate

commerce, either directly or indirectly through third-parties or related entities, its products, including the prescription drug subject to this lawsuit, Xigduo. Defendant AstraZeneca Pharmaceuticals LP may be served with process through serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. Defendant is responsible for designing, developing, manufacturing, marketing, distributing, selling and otherwise introducing Xigduo into the stream of commerce.

5. This Court has jurisdiction over the subject matter of this action and the parties.

6. This lawsuit is not subject to removal based on the existence of a federal question. Plaintiff asserts common law and/or statutory claims under state law. These claims do not arise under the Constitution, laws, or treaties of the United States. Any attempt to remove this lawsuit on this basis would be baseless and would likely subject Defendant to an award of sanctions, attorneys' fees, and costs. 28 U.S.C. § 1447(c).

7. Plaintiff asserts claims against a forum defendant, who is therefore precluded from removing this civil action. 28 U.S.C. § 1441(b)(2) ("A civil action . . . may not be removed if any of the parties properly joined and served as defendants is a citizen of the State in which such action is brought.").

8. The United States Code precludes citizens of the forum state from removing civil actions. 28 U.S.C. § 1441(b)(2). Plaintiff has properly asserted multiple claims against Defendant, who is a Delaware citizen.

III. FACTUAL BACKGROUND

9. Xigduo is part of the gliflozin drug class. The gliflozin class is referred to generally as SGLT-2[1] inhibitors. SGLT-2 is a protein in humans that facilitates glucose reabsorption in the kidneys. SGLT-2 inhibitors reduce blood sugar levels by reducing glucose reabsorption through the user's kidneys and increasing glucose excretion in the user's urine.

10. On October 29, 2014, the United States Federal Drug Administration ("FDA") approved Xigduo, a combination drug therapy comprised of Farxiga (dapagliflozin propanediol), a SGLT2 inhibitor, combined with metformin hydrochloride, as an adjunct to diet and exercise to improve glycemic control in adults with type 2 diabetes. Since that time, AstraZeneca has held the NDA for Xigduo and has assumed all rights, responsibilities, and potential liabilities associated with or concerning Xigduo.

11. SGLT-2 inhibitors, including Xigduo, are indicated for only one use: glycemic control in type 2 adult diabetics. Nevertheless, in order to increase market share Defendant has marketed and continue to market Xigduo to both healthcare professionals and direct to consumers for off-label purposes, including but not limited to weight loss and reduced blood pressure.

12. Since Xigduo's release, the FDA has received a significant number of reports of adverse events, including Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, ketoacidosis, severe kidney disease and lower limb amputations. Fournier's gangrene is a life-threatening flesh-eating disease of the genitals and perianal region. Consumers, including Plaintiff, who have used Xigduo for treatment of Type 2 diabetes, weight loss and/or reduced blood pressure have several safer alternative products available to treat these conditions.

[1] Sodium glucose cotransporter 2.

13. Defendant knew or should have known of the significant risk of serious genital infections, including Fournier's gangrene, caused by Xigduo, but did not adequately and sufficiently warn consumers (including Plaintiff) or the medical community of the severity of such risks. Indeed, Defendant conducted nationwide sales and marketing campaigns to promote Xigduo, and willfully deceived the general public (including Plaintiff) and the medical community (including Plaintiff's healthcare providers) as to the safety and effectiveness of Xigduo. Moreover, despite Defendant's knowledge of the increased risk of severe injury among users of Xigduo and reports of severe adverse events, Defendant mislead physicians and the public by minimizing unfavorable findings and continuing to defend Xigduo.

14. As a direct and proximate result of Defendant's conduct after the FDA approved Xigduo, upon information and belief, Tommy Jones, Jr. was prescribed and was taking Xigduo as early as August 2015. Tommy Jones, Jr. ingested and used Xigduo as prescribed and in a foreseeable manner. The Xigduo used by Plaintiff was provided in a condition substantially the same as the condition in which it was manufactured, sold and distributed by Defendant. Upon information and belief, Plaintiff took Xigduo from August 2015 through at least September 2018.

15. After beginning treatment with Xigduo, and as a direct and proximate result thereof, on May 24, 2018, Tommy Jones, Jr. was admitted to the hospital and diagnosed with necrotizing fasciitis of the perineum. On May 24, 2018, Plaintiff was admitted to the ICU with sepsis due to necrotizing fasciitis of the right perineum and was taken to the operating room for incision, draining, and extensive soft tissue debridement of the right groin and perineum. He required extensive post-operative care, rehabilitation, and therapy.

16. Plaintiff agreed to initiate treatment with Xigduo in an effort to treat his type 2 diabetes. In doing so, he relied upon claims made by Defendant that Xigduo was safe and effective.

Instead, Xigduo can cause severe injuries, including Fournier's gangrene, necrotizing soft-tissue infections.

17. Notably, at the time of Plaintiff's diagnosis, information concerning the association between Xigduo and Fournier's gangrene and necrotizing soft-tissue infections was not publicly available. On August 29, 2018, the FDA issued a drug safety communication about the link between Fournier's gangrene and SGLT-2 inhibitors like Xigduo. The prescribing information for Xigduo was subsequently changed on or about October 26, 2018, to include, for the first time, a warning for Fournier's gangrene. Moreover, the medication guide accompanying Xigduo now specifically informs consumers who pick up Xigduo prescriptions that Xigduo "may cause serious side effects," including, but not limited to, Fournier's gangrene. *See* https://www.accessdata.fda.gov/drugsatfda_docs/label/2018/202293s017lbl.pdf (last visited Aug. 20, 2019).[2] Unfortunately, these warnings and precautions came far too late for Plaintiff's prescribing physician and for Plaintiff.

IV. FRAUDULENT CONCEALMENT

18. Any applicable statutes of limitation have been tolled by the knowing and active concealment and denial of material facts known by Defendant when it had a duty to disclose those facts. Defendant has kept Plaintiff ignorant of vital information essential to the pursuit of his claims, without any fault or lack of diligence on Plaintiff' part, for the purpose of obtaining delay in Plaintiff's filing of his causes of action.

[2] By regulation, *all express or implied claims in labeling must be supported by substantial evidence*." Guidance for Industry: Labeling for Human Prescription Drug and Biological Products – Implementing the PLR Content and Format Requirements, February 2013, at p. 4 (emphasis added) (footnote omitted), *available at* https://www.fda.gov/media/71836/download (last visited Aug. 20, 2019). Moreover, prescription drug labeling must be "informative and accurate and neither promotional in tone nor false or misleading in any particular." 21 C.F.R. § 201.56(a)(2). Consequently, the content of the Xigduo medication guide is quite telling.

19. Defendant is estopped from relying on any statute of limitations defense because Defendant failed to timely disclose, among other things, facts evidencing the defective and unreasonably dangerous nature of Xigduo.

20. Defendant is and has been under a continuing duty to disclose that Xigduo is associated with a significant number of reports of adverse events, including Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, ketoacidosis, severe kidney disease and lower limb amputations, but instead it concealed them. Defendant's conduct, as described in this complaint, amounts to conduct purposely committed, which Defendant must have realized was dangerous, heedless and reckless, without regard to the consequences or the rights and safety of Plaintiff.

V. COUNT ONE: NEGLIGENCE

21. Plaintiff repeats and re-alleges each and every allegation in this Complaint and incorporate each allegation into this Count, as if set forth at length herein in its entirety.

22. At all times relevant to this cause of action, Defendant AstraZeneca Pharmaceuticals LP was in the business of designing, developing, manufacturing, compounding, marketing and selling medicinal drugs, including Xigduo.

23. At all times relevant hereto, and after approval of Xigduo, Defendant AstraZeneca Pharmaceuticals LP was under a duty to act reasonably to design, develop, manufacture, compound, market and sell a product that did not present a risk of harm or injury to the Plaintiff and to those people receiving Xigduo.

24. Defendant AstraZeneca Pharmaceuticals LP knew or reasonably should have known Xigduo was designed, compounded and manufactured in such a manner so as to present an unreasonable risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis,

diabetic ketoacidosis, severe kidney disease and lower limb amputations. Despite this knowledge on the part of Defendant AstraZeneca Pharmaceuticals LP, Defendant committed one or more breaches of its duty of reasonable care and was negligent in:

a. Failing to properly and thoroughly test Xigduo before releasing the drug to market;

b. Failing to properly and thoroughly analyze the data resulting from the pre-marketing tests of Xigduo;

c. Failing to conduct sufficient post-market testing and surveillance of Xigduo;

d. Designing, compounding, manufacturing, advertising, distributing and selling Xigduo to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm;

e. Failing to accompany its product with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Xigduo and the comparative severity of such adverse effects;

f. Failing to provide warnings, instructions or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with Fournier's gangrene;

g. Failing to exercise due care when advertising and promoting Xigduo;

h. Negligently continuing to manufacture, market, advertise and distribute Xigduo after Defendant knew or should have known of the adverse effects of the medication;

i. Failing to include the necessary elements to make it safe for use and/or containing elements that made it unsafe;

j. Failing to incorporate alternative and safer warnings;

k. Failing to contain adequate warnings about its risks, the nature of the defect and/or hazards associated with its use;

l. Failing to incorporate alternative, safer labeling, packaging and/or warnings to minimize the risk of harm;

m. Failing to properly warn of risks such as Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

n. Failing in its marketing, labeling, packaging, distributing, preparing for use, selling, prescribing to apprise prescribers of the danger of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

o. Failing to employ appropriate marketing, labeling, packaging, distributing, preparation for use, selling and prescribing that would have prevented or significantly reduced the risk of harm;

p. Failing to employ appropriate marketing, labeling, packaging, distributing, preparation for use, selling and prescribing that would have made Xigduo safe for its intended and foreseeable uses;

q. Disregarding the health, safety and well-being of consumers of Xigduo, including Plaintiff, by failing to warn of dangers and defects which involved a substantial likelihood of harm;

r. Failing to provide adequate warnings addressing all known or reasonably foreseeable risks of harm;

s. Failing to properly and adequately warn doctors of the risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

t. Consciously disregarding the safety and well-being of consumers such as Plaintiff by its failure to properly and adequately warn of the risks of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

u. Deliberately deciding to not warn of the risks of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

v. Failing to ensure that the warnings and precautions to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff were accurate and adequate, despite having extensive knowledge of the risks associated with the drug;

w. Failing to provide the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff with adequate, clinically relevant information, safety data, and warnings concerning the adverse health risks associated with

Xigduo, and/or that there are safer and more effective or equally effective alternatives for the treatment of diabetes;

x. Failing to conduct adequate post-marketing safety surveillance concerning Xigduo and report that information to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

y. Failing to adequately investigate safety signals that arose from post-marketing data and report that information to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

z. Failing to include adequate warnings and/or provide adequate and clinically relevant information and data that would alert the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff to the risks posed by Xigduo;

aa. Failing to continually monitor, test, and analyze data concerning safety, efficacy, and the prescribing practices for Xigduo;

bb. Failing to review all adverse event information and to report any information bearing on the adequacy and/or accuracy of the warnings and precautions in the Xigduo label;

cc. Failing to ensure that the Xigduo labeling was based on data from the human experience;

dd. Failing to ensure that the Xigduo labeling was informative and accurate;

ee. Failing to ensure that the Xigduo labeling was neither false nor misleading in any particular;

ff. Failing to update the Xigduo labeling based on new safety information that caused it to become inaccurate, false, and/or misleading;

gg. Failing to ensure that the Xigduo labeling contained a summary of the essential scientific information needed for the safe and effective use of the drug;

hh. Failing to update the Xigduo labeling based on reasonable evidence of a causal association with a drug;

ii. Failing to update the Xigduo labeling to advise the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff that taking Xigduo as prescribed causes and/or can cause Fournier's gangrene;

jj. Failing to inform the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff that Xigduo may cause serious and permanent injuries such as Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

kk. Failing to proactively inform the medical community that Xigduo can cause Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations through sending a "Dear Doctor Letter;"

ll. Failing to report information concerning the efficacy, safety, and risks and/or prevalence of side effects caused by or associated with Xigduo to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

mm. Failing to provide adequate post-marketing warnings and precautions after Defendant knew or should have known of the significant risks of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations in patients who have taken Xigduo;

nn. Failing to periodically review all medical literature concerning Xigduo and failing to report data concerning Xigduo 's labeling, efficacy, or safety to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

oo. Failing to disclose to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff the results of testing and other information regarding the possibility that Xigduo may cause or is associated with, Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

pp. Failing to adequately warn the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff of the dangers of using Xigduo, including, but not limited to, the risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

qq. Failing to adequately warn the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff that Xigduo can cause Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

rr. Failing to adequately warn the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff that the use of Xigduo can lead to Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

ss. Failing to adequately warn the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff of the dangers of using Xigduo for the treatment of diabetes, including, but not limited to, the risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

tt. Representing to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff that Xigduo was safe and effective for the treatment of diabetes when, in fact, Defendant knew or should have known that Xigduo was and is unsafe for this indication, and that Xigduo is associated with several adverse events, including, but not limited to, Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

uu. Promoting and marketing Xigduo for the treatment of diabetes, despite the fact that Defendant knew or should have known that Xigduo was associated with and/or carried an increased risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations;

vv. Promoting and marketing Xigduo as safe and effective for use with patients suffering from diabetes, when, in fact, it was not and is not;

ww. Promoting and marketing Xigduo for unapproved (off-label) uses and/or illegally over-promoting, marketing, advertising, and selling Xigduo in a zealous and unreasonable way, without regard for the potential dangers it poses for those who suffer from diabetes;

xx. Failing to act as a reasonably prudent drug company in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packaging, producing, promoting, processing, researching, testing, and selling Xigduo;

yy. Failing to use ordinary care in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packaging, producing, promoting, processing, researching, testing, and selling Xigduo;

zz. Failing to adequately convey the risk of adverse events such as Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations to the

medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

aaa. Failing to perform adequate and necessary post-marketing safety studies to determine and to analyze the risks associated with the use of Xigduo and to determine and adequately communicate the safety profile and side effects of Xigduo to the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff;

bbb. Failing to accompany Xigduo with adequate information, warnings, and precautions that would alert the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff of the potential adverse side effects associated with the use of Xigduo and the nature, severity, and duration of such adverse effects;

ccc. Continuing to promote the promote the safety and the efficacy of Xigduo while downplaying its risks, even after Defendant knew or should have known of the risks posed by Xigduo; and

ddd. Failing to provide the medical community, physicians, Plaintiff's prescribing physicians, and Plaintiff with scientific data that indicated that Xigduo was dangerous.

25. As a direct and proximate result of Defendant's negligence, as described herein, Plaintiff has suffered serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

WHEREFORE, Plaintiff demands judgment against the Defendant AstraZeneca Pharmaceuticals LP for all damages and whatever amount to which Plaintiff may be entitled, together with costs of this action.

VI. COUNT TWO: STRICT PRODUCT LIABILITY – FAILURE TO WARN

26. Plaintiff repeats and re-alleges each and every allegation in this Complaint and incorporates each allegation into this Count, as if set forth at length, in its entirety.

27. Defendant designed, set specifications, manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold Xigduo, including the drug ingested

by Plaintiff, into the stream of commerce and in the course of same, directly advertised and marketed the device to consumers or healthcare professionals responsible for consumers.

28. At the time Defendant designed, manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold the drug into the stream of commerce, Defendant knew or should have known the drug presented an unreasonable danger to users when ingested for its intended and reasonably anticipated use. Specifically, Defendant knew or should have known at the time it manufactured, labeled, distributed and sold Xigduo, which was ingested by Plaintiff, that the drug posed a significant risk of Fournier's gangrene, necrotizing soft-tissue infections, necrotizing fasciitis, diabetic ketoacidosis, severe kidney disease and lower limb amputations and resulting serious injuries. Therefore, Defendant had a duty to warn of the risk of harm associated with the use of the drug.

29. Despite this duty, Defendant failed to adequately warn of material facts regarding the safety and efficacy of Xigduo. No healthcare provider, including Plaintiff's, or patient would have used the drug in the manner directed, had those facts been made known to the prescribing healthcare providers and/or ultimate users of the drug. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling and/or instructions. The Xigduo ingested by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed and sold by Defendant.

30. As a direct and proximate result of Defendant's negligence, as described herein, Plaintiff has suffered serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

31. **WHEREFORE**, Plaintiff demands judgment against the Defendant AstraZeneca Pharmaceuticals LP for all damages and whatever amount to which Plaintiff may be entitled, together with costs of this action.

VII. COUNT THREE: PUNITIVE DAMAGES

32. Plaintiff re-alleges each and every allegation in this Complaint and incorporates each allegation into this Count, as if set forth at length, in its entirety.

33. The actions and inactions of Defendant, and/or alternatively the employees or agents of Defendant, and its predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or gross negligence and/or malice resulting in the injury and damages of the Plaintiff.

34. More specifically, Defendant, or alternatively the employees or agents of Defendant, and its predecessors-in-interest, consciously and/or deliberately concealed risks associated with its product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of the Plaintiff by failing to act to disclose these risks to Plaintiff or his healthcare professionals.

WHEREFORE, Defendant AstraZeneca Pharmaceuticals LP is guilty of oppression, fraud, conscious indifference to the rights, safety, and welfare of others, and/or malice, express or implied, for which it should be held liable in punitive damages to Plaintiff.

VIII. REQUESTED RELIEF

WHEREFORE, Plaintiff prays for relief on the entire complaint, as follows: Judgment to be entered against Defendant on all causes of action of this Complaint, including but not limited to:

1. Physical pain and suffering of Tommy Jones, Jr. in the past, and, which in reasonable probability, will be incurred in the future;

2. Physical impairment and incapacity of Tommy Jones, Jr. in the past, and, which in reasonable probability, will be incurred in the future;

3. Pain, suffering and mental anguish of Tommy Jones, Jr. in the past, and, which in reasonable probability, will be incurred in the future;

4. Reasonable and necessary medical expenses for treatment of Tommy Jones, Jr. in the past, and, which in reasonable probability, will be incurred in the future;

5. Disfigurement of Tommy Jones, Jr. in the past, and, which in reasonable probability, will be incurred in the future;

8. Plaintiff has been damaged and claims all damages available to him under applicable law;

9. Punitive damages;

10. Plaintiff be awarded full, fair, and complete recovery for all claims and causes of action relevant to this action;

11. Plaintiff be awarded all appropriate costs, fees, expenses, and pre-judgment and post judgment interest pursuant to the laws of the State of Delaware as authorized by law on the judgments entered in Plaintiff's behalf; and,

12. Such other relief the court deems just and proper.

JURY TRIAL

Plaintiff respectfully request a trial by jury in the above case as to all issues.

Dated: May 19, 2020

Respectfully Submitted,

JACOBS & CRUMPLAR, P.A.

/s/ *Raeann Warner*_____
Raeann Warner
State Bar of Delaware No. 4931
Raeann@jcdelaw.com
750 Shipyard Dr., Suite 200
Wilmington, Delaware 19801
(302) 656-5445 (telephone)

PULASKI KHERKHER

Bret Stanley (*Pro Hac Vice* pending)
Adam Pulaski (*Pro Hac Vice* to be submitted)
Steve Kherkher (*Pro Hac Vice* to be submitted)
Pulaski Kherkher
2925 Richmond Avenue, Suite 1725
Houston, TX 77098
Telephone: (713) 664 - 4555
Facsimile: (713) 664 - 7543
E-mail: bstanley@kherkhergarcia.com
E-mail: adam@pulaskilawfirm.com
E-mail: skherkher@kherkhergarcia.com
Attorneys for Plaintiff

ATTORNEYS FOR PLAINTIFF