IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHAWN HECKER AND
JODY HECKER (h/w)
301 Walnut Street
West Deptford, NJ,08096

: CIVIL ACTION NO.

Plaintiff

v.

ZIMMER BIOMET HOLDINGS, INC.
a/k/a and/or d/b/a ZIMMER BIOMET
56 E. Bell Drive
Warsaw, Indiana 46582-6989

and

ZIMMER US, INC.
1800 West Center Street
Warsaw, Indiana 46580

and

ZIMMER ORTHOBIOLOGICS, INC.
9900 Spectrum Drive
Austin, Texas 78717

and

ZIMMER USA, INC.
3 Goodyear
Irvine, California 92618, US

and

ABC COMPANIES I-X

and

JOHN DOES I-X

Defendants.

CIVIL ACTION COMPLAINT

Plaintiffs, Shawn Hecker and Jody Hecker (h/w), by and through their undersigned counsel, Kline & Specter, hereby demand damages of the above-captioned Defendants upon the causes of action set forth below.

PARTIES AND VENUE

1. Plaintiffs, Shawn Hecker and Jody Hecker (h/w) are adult citizens and residents of the State of New Jersey, residing at 301 Walnut Street, West Deptford, NJ,08096

2. At all relevant times hereto, Defendant, Zimmer Biomet Holdings, Inc. d/b/a and/or a/k/a Zimmer Biomet, is a corporation and/or other jural entity duly organized and operating under the laws of the State of Delaware with a principal place of business at 56 E. Bell Drive, Warsaw, Indiana 46582-6989.

3. At all relevant times hereto, Defendant, Zimmer US, Inc., is a corporation and/or other jural entity operating under the laws of the State of New Jersey with a registered address at 1800 West Center Street, Warsaw, Indiana 46580.

4. At all relevant times hereto, Defendant, Zimmer Orthobiologics, Inc., was a corporation and/or other jural entity operating under the laws of the State of New Jersey with a registered address at 9900 Spectrum Drive, Austin, Texas, 78717.

5. At all relevant times hereto, Defendant, Zimmer USA, Inc., was a corporation and/or other jural entity operating under the laws of the State of New Jersey with a registered address at 3 Goodyear, Irvine, California 92618.

6. At all relevant times hereto, Defendant ABC Companies I-X (said names being fictitious) were corporations, professional corporations, professional associations, professional

partnerships, and/or other jural entities responsible for the manufacture, design, sale, marketing and distribution of the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

7. At all relevant times hereto, Defendant John Does I-X (said names being fictitious), were the actual, apparent or ostensible agents, servants, and/or employees of Zimmer Biomet Holdings, Inc. d/b/a and/or a/k/a Zimmer Biomet, Zimmer US Inc., Zimmer Orthobiologics, Inc., Zimmer USA , Inc., and/or ABC Corporations I-X, and were acting within the scope of their agency and/or employment while manufacturing, designing, selling, marketing and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella implanted in Plaintiff.

8. At all relevant times hereto, Defendant John Doe XI (said name being fictitious), was the actual, apparent or ostensible agents, servants, and/or employees of Zimmer Biomet Holdings, Inc. d/b/a and/or a/k/a Zimmer Biomet, Zimmer US Inc., Zimmer Orthobiologics, Inc., Zimmer USA , Inc., and/or ABC Corporations I-X, and were acting within the scope of their agency and/or employment for Zimmer Biomet Holdings, Inc. d/b/a and/or a/k/a Zimmer Biomet, Zimmer US Inc., Zimmer Orthobiologics, Inc., Zimmer USA , Inc., and/or ABC Corporations I-X while manufacturing, designing, selling, marketing and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

9. The negligence of all defendants, jointly and severally, in the manufacturing, designing, selling, marketing and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella, as set forth below, caused, and/or increased the risk of, harm to him and Plaintiff.

10. All Defendants herein are directly and/or vicariously liable to Plaintiff for injuries sustained arising from the manufacturing, designing selling, marketing and distributing of the

Biomet Signature Vanguard total knee system and/or the Regenerex patella, as a result of the negligence of persons and/or entities whose conduct was under their control, or right to control, and which conduct directly and proximately caused Plaintiff's injuries and damages.

11. Plaintiff's injuries and damages were the direct result of the negligence and carelessness of all Defendants, and/or their agents, servants and/or employees who were involved in the manufacturing, designing, selling, marketing and distributing of the Biomet Signature Vanguard total knee system and/or the Regenerex patella, and were due in no manner, whatsoever, to the failure to act on the part of Plaintiff, or any person other than the Defendants and/or their agents, servants, and/or employees.

12. Pursuant to 28 U.S. Code § 1332, venue is properly laid in the District of New Jersey.

OPERATIVE FACTS

13. Plaintiff incorporates the above paragraphs as though set forth at length herein.

14. On or about June 28, 2016, Plaintiff, Shawn Hecker underwent left total knee replacement with implantation of a Biomet Signature Vanguard total knee system and a 31 mm three-peg Regenerex patella.

15. The surgery was performed by Michael Sidor, MD at Millenium Surgical Center, 2090 Springdale Road, Suite A, Cherry Hill, NJ 08003.

16. Upon information and belief, Defendants manufactured, designed, sold, marketed and distributed the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

17. Upon information and belief, the Biomet Signature Vanguard total knee system and/or the Regenerex patella were defective in that the pegs in the Regenerex patella would shear and break.

18. Upon information and belief, the Defendants were negligent in their manufacture, design, testing, marketing, sale and distribution of the Biomet Signature Vanguard total knee system and/or the Regenerex patella in that the pegs in the Regenerex patella would shear and break.

19. Upon information and belief, at all relevant times hereto, Defendants had actual or constructive knowledge that the Biomet Signature Vanguard total knee system and/or the Regenerex patella were defective and/or negligently designed and/or manufactured so that the pegs in the Regenerex patella were at high risk of shear and break.

20. The Biomet Signature Vanguard total knee system and/or the Regenerex patella were not reasonably fit, suitable or safe for its intended purpose because it deviated from the design specifications, formulae, or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formulae and/or failed to contain adequate warnings or instructions and/or was designed in a defective manner

21. On or about April 25, 2017, there was an FDA recall of the Regenerex Patella due to post-operative shear of the pegs.

22. Following his surgery, Mr. Hecker's left knee would "give out" and he suffered from severe pain and swelling in his left knee.

23. On or about May 10, 2023, Mr. Hecker's suffered extreme left knee pain that caused him to pass out. Mr. Hecker was taken to Inspira Mullica Hill Hospital.

24. On December 1, 2023, Mr. Hecker underwent a left knee revision of the patella only with Emmanuel Gibon, MD. The patellar implant was found to be loose and the pegs were broken. All the implants were removed.

25. Due to the defective patellar implant, Mr. Hecker was forced into early retirement

and suffered significant loss of past earnings and future earning capacity.

26. As set forth more fully below, Defendants negligent conduct caused, increased the risk of harm, and/or was a substantial contributing causal factor that resulted in Mr. Hecker suffering serious injury and harm, and Plaintiffs' damages, include, but are not limited to, the following:

(a) left knee pain, swelling and instability;

(b) pain and suffering;

(c) requirement for multiple, painful medical procedures;

(d) injury to the right knee, including injury from compensation for the left knee;

(e) emotional distress and mental anguish;

(f) disfigurement;

(g) loss of life's pleasures;

(h) lost wages;

(i) loss of earning capacity;

(j) loss of consortium;

(k) loss of society;

(l) loss of companionship;

(m) all damages as set forth in greater detail in the medical records;

COUNT I
NEGLIGENCE
Plaintiff v. All Defendants

27. Plaintiff incorporates the above paragraphs as though set forth at length herein.

28. At all relevant times hereto, Defendants owed a duty to consumers to use reasonable care in the way they designed, manufactured, marketed, sold, and distributed the Biomet Signature

Vanguard total knee system and/or the Regenerex patella.

29. At all relevant times hereto, Defendants knew or should have known of the foreseeable risk that the pegs would shear and/or break inherent in the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

30. Defendants breached the duty of care they assumed to consumers and were negligent, careless, and reckless in designing, manufacturing, marketing, selling, and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella in one or more of the following respects:

a) the Biomet Signature Vanguard total knee system and/or the Regenerex patella was manufactured such that there was a high risk that the pegs would shear or break;

b) the Biomet Signature Vanguard total knee system and/or the Regenerex patella did not comport with the applicable product safety standards;

c) the Biomet Signature Vanguard total knee system and/or the Regenerex patella was not adequately tested before distribution and sale;

d) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were designed in a manner that allowed for the pegs to shear and break;

e) Defendants failed to design and/or utilize proper designs for the manufacture of its product;

f) Defendants failed to adequately and properly inform and warn purchasers and ultimate users of the Biomet Signature Vanguard total knee system and/or the Regenerex patella that the pegs might shear and break;

g) Defendants failed to adequately and properly inform purchasers as to the risks and benefits of the product;

h) Defendants designed, manufactured, sold, supplied and/or distributed a product in a defective condition;

i) Defendants designed, manufactured, sold, supplied and/or distributed a product that was unreasonably dangerous to the user;

j) Defendants designed, manufactured, sold, supplied and/or distributed a product which was not reasonably fit, suitable or safe for its intended and represented purpose;

k) Defendants designed, manufactured, sold, supplied and/or distributed a product which lacked all necessary safety features to protect users of said product;

l) Defendants designed, manufactured, sold, supplied and/or distributed a product which could be designed more safely;

m) Defendants marketed the Biomet Signature Vanguard total knee system and/or the Regenerex patella as safe;

n) Defendants delayed in issuing post-sale warnings in an effort to eliminate the unreasonably dangerous nature of the Biomet Signature Vanguard total knee system and/or the Regenerex patella;

o) other misrepresentations regarding the Biomet Signature Vanguard total knee system and/or the Regenerex patella that may be identified in the course of discovery;

p) unsafe manufacturing defects which caused the pegs to improperly shear and break;

q) delay in recalling the product upon learning that it was unsafe for its intended and/or foreseeable use by Defendants;

r) the Biomet Signature Vanguard total knee system and/or the Regenerex patella marketing, instructions, and/or packaging, misrepresented its safety characteristics and its potential for the pegs to shear and break; and

s) being otherwise defective as may be learned through discovery.

31. Defendants' negligence and carelessness in designing, manufacturing, marketing, selling, and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella were the direct and proximate cause of Plaintiff's severe injuries and damages, as previously set forth herein.

32. The aforementioned conduct of Defendants caused, increased the risk of harm and/or was a substantial causal factor of Plaintiffs' damages set forth above.

WHEREFORE, Plaintiffs respectfully demand compensatory damages against Defendants, individually, jointly and severally, for sums in excess of the local arbitration limits, exclusive of interest, prejudgment interest and costs.

COUNT II
STRICT PRODUCTS LIABILITY
Plaintiff v. All Defendants

33. Plaintiff incorporates by reference all of the above paragraphs as though set forth fully herein.

34. At all relevant times hereto, Defendants knew or should have known of the foreseeable risk that the pegs would shear and/or break from the defective design of the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

35. At the time Defendants designed, manufactured, marketed, sold, and distributed the subject Biomet Signature Vanguard total knee system and/or the Regenerex patella, it was defective in its design, unreasonably dangerous, and unsafe for its intended purpose because it did not provide adequate protection and/or warning against the foreseeable risk that the pegs would shear and/or break in their product.

36. The Biomet Signature Vanguard total knee system and/or the Regenerex patella at issue were in the same or substantially similar condition as when they left the possession of Defendants.

37. Plaintiff did not misuse or materially alter the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

38. The Biomet Signature Vanguard total knee system and/or the Regenerex patella did not perform as safely as an ordinary consumer would have expected it to perform when used in a reasonably foreseeable way.

39. Further, a reasonable person would conclude that the possibility and severity of harm outweighs the burden or cost of manufacturing, labeling, and distributing the Biomet Signature Vanguard total knee system and/or the Regenerex patella in a safe manner.

40. The Biomet Signature Vanguard total knee system and/or the Regenerex patella were defective, subjecting Defendants to strict liability, in one or more of the following respects:

a) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were manufactured such that the pegs would shear and/or break;

b) the Biomet Signature Vanguard total knee system and/or the Regenerex patella did not comport with the applicable product safety standards;

c) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were not adequately tested before distribution and sale;

d) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were designed in a manner that allowed for the pegs to shear and/or break;

e) the Biomet Signature Vanguard total knee system and/or the Regenerex patella marketing, instructions, and/or packaging, misrepresented its safety characteristics and its potential for the pegs to shear and/or break;

f) Defendants failed to design and/or utilize proper designs for the manufacture of its product;

g) Defendants failed to adequately and properly inform and warn purchasers and ultimate users of the Biomet Signature Vanguard total knee system and/or the Regenerex patella that the pegs might shear and break;

h) Defendants failed to adequately and properly inform purchasers as to the risks and benefits of the product;

i) Defendants designed, manufactured, sold, supplied and/or distributed a product in a defective condition;

j) Defendants designed, manufactured, sold, supplied and/or distributed a product that was unreasonably dangerous to the user;

k) Defendants designed, manufactured, sold, supplied and/or distributed a product which was not reasonably fit, suitable or safe for its intended and represented purpose;

l) Defendants designed, manufactured, sold, supplied and/or distributed a product which lacked all necessary safety features to protect users of said product;

m) Defendants designed, manufactured, sold, supplied and/or distributed a product which could be designed more safely;

n) Defendants marketed the Biomet Signature Vanguard total knee system and/or the Regenerex patella as safe;

o) Defendants delayed in issuing post-sale warnings in an effort to eliminate the unreasonably dangerous nature of the Biomet Signature Vanguard total knee system and/or the Regenerex patella;

p) other misrepresentations regarding the Biomet Signature Vanguard total knee system and/or the Regenerex patella that may be identified in the course of discovery;

q) unsafe manufacturing defects which cause the pegs to improperly shear and break;

r) delay in recalling the product upon learning that it was unsafe for its intended and/or foreseeable use by Defendants; and

s) being otherwise defective as may be learned through discovery.

41. The defective and unreasonably dangerous condition of the Biomet Signature Vanguard total knee system and/or the Regenerex patella were direct and proximate causes of Plaintiffs' severe and permanent injuries and damages, as previously set forth herein.

42. Defendants are strictly liable to Plaintiff for designing, manufacturing, and failing to warn of the dangers of a defective and unreasonably dangerous product. The inherent risks associated with the Biomet Signature Vanguard total knee system and/or the Regenerex patella outweighed the benefits of its use, as a safer better manufacturing practices were economically and technologically feasible at the time the product left the control of Defendants.

43. The aforementioned conduct of Defendants caused, increased the risk of harm and/or was a substantial causal factor of Plaintiffs' damages set forth above.

WHEREFORE, Plaintiffs respectfully demand compensatory damages against Defendants, individually, jointly and severally, for sums in excess of the local arbitration limits, exclusive of interest, prejudgment interest and costs.

COUNT III
STRICT PRODUCTS LIABILITY – FAILURE TO WARN
Plaintiffs v. All Defendants

44. Plaintiff incorporates by reference all of the above paragraphs as though set forth fully herein.

45. At all relevant times hereto, Defendants knew or should have known of the substantial dangers and inherent risks of peg shear and breakage associated with the Biomet Signature Vanguard total knee system and/or the Regenerex patella and resulting injuries involved in the reasonably foreseeable use of the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

46. Defendants knew or should have known that the substantial dangers and inherent risks of injuries from peg shear and breakage involved in the reasonably foreseeable use of the Biomet Signature Vanguard total knee system and/or the Regenerex patella were not readily recognizable to an ordinary consumer or user and that such person would be able to know of the defects.

47. Defendants knew or should have known of the foreseeable risk of peg shear and breakage inherent in the design and manufacture of the Biomet Signature Vanguard total knee system and/or the Regenerex patella and failed to disclose these risks to consumers of the product and their physicians.

48. Defendants acted negligently by failing to provide necessary information and failing to adequately warn of the substantial dangers and known and foreseeable risk of peg shear and breakage, by failing to provide adequate warnings regarding one or more of the following:

a) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were manufactured such that the pegs would shear and/or break;

b) the Biomet Signature Vanguard total knee system and/or the Regenerex patella did not comport with the applicable product safety standards;

c) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were not adequately tested before distribution and sale;

d) the Biomet Signature Vanguard total knee system and/or the Regenerex patella were designed in a manner that allowed for the pegs to shear and break;

e) Defendants failed to design and/or utilize proper designs for the manufacture of its product;

f) Defendants failed to adequately and properly inform and warn purchasers and ultimate users of the Biomet Signature Vanguard total knee system and/or the Regenerex patella that the pegs might shear and break;

g) Defendants failed to adequately and properly inform purchasers as to the risks and benefits of the product;

h) Defendants designed, manufactured, sold, supplied and/or distributed a product in a defective condition;

i) Defendants designed, manufactured, sold, supplied and/or distributed a product that was unreasonably dangerous to the user;

j) Defendants designed, manufactured, sold, supplied and/or distributed a product which was not reasonably fit, suitable or safe for its intended and represented purpose;

k) Defendants designed, manufactured, sold, supplied and/or distributed a product which lacked all necessary safety features to protect users of said product;

l) Defendants designed, manufactured, sold, supplied and/or distributed a product which could be designed more safely;

m) Defendants marketed the Biomet Signature Vanguard total knee system and/or the Regenerex patella as safe;

n) Defendants delayed in issue of post-sale warnings in an effort to eliminate the unreasonably dangerous nature of the Biomet Signature Vanguard total knee system and/or the Regenerex patella;

o) other misrepresentations regarding the Biomet Signature Vanguard total knee system and/or the Regenerex patella that may be identified in the course of discovery;

p) unsafe manufacturing defects which cause the pegs to improperly shear and/or break;

q) delay in recalling the product upon learning that it was unsafe for its intended and/or foreseeable use;

r) the Biomet Signature Vanguard total knee system and/or the Regenerex patella's marketing, instructions, and/or packaging, misrepresented its safety characteristics and its potential for the pegs to shear and/or break; and

s) being otherwise defective as may be learned through discovery.

49. Any such safety material and/or warning that may have been provided and/or attached to the Biomet Signature Vanguard total knee system and/or the Regenerex patella was inadequate, nullified, or rendered ineffective by contrary representations made by Defendants regarding the safety of the poduct.

50. As a result of Defendants' failure to adequately warn, Plaintiff neither knew nor had reason to know about the existence of defects in the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

51. At all relevant times hereto, Plaintiff used the Biomet Signature Vanguard total knee system and/or the Regenerex patella in a reasonably foreseeable manner.

52. Defendants' reckless failure to warn of the substantial dangers and inherent risks of peg shear and breakage associated with the reasonably foreseeable use of the Biomet Signature Vanguard total knee system and/or the Regenerex patella was the direct and proximate cause of Plaintiff's injuries and damages, as previously set forth.

53. Defendants are strictly liable for failing to warn consumers and users of the substantial dangers and inherent risks of peg shear and breakage associated with the reasonably foreseeable use of the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

54. The aforementioned conduct of Defendants caused, increased the risk of harm and/or was a substantial causal factor of Plaintiffs' damages set forth above.

WHEREFORE, Plaintiffs respectfully demand compensatory damages against Defendants, individually, jointly and severally, for sums in excess of the local arbitration limits, exclusive of interest, prejudgment interest and costs.

COUNT IV
BREACH OF IMPLIED WARRANTY OF FITNESS
Plaintiffs v. All Defendants

55. Plaintiff incorporates by reference all of the above paragraphs as though set forth fully herein.

56. Defendants designed, manufactured, marketed, distributed, supplied, and sold its Biomet Signature Vanguard total knee system and/or the Regenerex patella with an implied warranty that they were fit for its intended use as an artificial knee replacement, knowing that consumers and their physicians would rely on their skill and/or judgment to furnish suitable goods.

57. Members of the consuming public and their physicians, including consumers such as Plaintiff and his physician, were the intended third-party beneficiaries of the warranty.

58. Defendants' Biomet Signature Vanguard total knee system and/or the Regenerex patella was not fit for its intended use as an artificial knee replacement, due to the unreasonable risks of bodily injury associated with its use.

59. The Biomet Signature Vanguard total knee system and/or the Regenerex patella were not altered by Plaintiff.

60. Plaintiff was a foreseeable user of the Biomet Signature Vanguard total knee system and/or the Regenerex patella.

61. Plaintiff used the Biomet Signature Vanguard total knee system and/or the

Regenerex patella in the manner intended.

62. Plaintiff in this case reasonably and justifiably relied on Defendants' representations that the Biomet Signature Vanguard total knee system and/or the Regenerex patella was safe for use.

63. Defendants' Biomet Signature Vanguard total knee system and/or the Regenerex patella were not adequately labeled and did not disclose that they failed to follow product safety standards or that they were at risk for peg shear and breakage.

64. The Biomet Signature Vanguard total knee system and/or the Regenerex patella did not measure up to the promises or facts stated in the marketing, packaging, labeling, advertisement, and communications by and from Defendants.

65. Defendants impliedly warranted that the Biomet Signature Vanguard total knee system and/or the Regenerex patella were merchantable, fit, and safe for ordinary use.

66. Defendants further impliedly warranted that the Biomet Signature Vanguard total knee system and/or the Regenerex patella were fit for the intended use for which they were intended and sold.

67. Contrary to these implied warranties, Defendants' Biomet Signature Vanguard total knee system and/or the Regenerex patella were defective, unmerchantable, and unfit for their ordinary use when sold and unfit for the purpose for which they were sold.

68. As a direct and proximate result of the negligent conduct of Defendants, Plaintiffs suffered the damages set forth above.

69. The aforementioned conduct of Defendants caused, increased the risk of harm and/or was a substantial causal factor of Plaintiffs' damages set forth above.

WHEREFORE, Plaintiffs respectfully demand compensatory damages against Defendants, individually, jointly and severally, for sums in excess of the local arbitration limits, exclusive of interest, prejudgment interest and costs.

COUNT V
LOSS OF CONSORTIUM
Plaintiff, Jody Hecker v. All Defendants

70. The previous paragraphs are incorporated by reference as though set forth fully herein.

71. As a result of the negligence of all Defendants described above, Plaintiff, Jody Hecker has been deprived of the aid, society, comfort, companionship, services and consortium of her husband.

72. As a result of the negligence of all Defendants described above, Plaintiff, Jody Hecker has suffered severe emotional distress due to the manner in which her husband's condition was handled by Defendants and the injuries that resulted to her husband.

73. Plaintiff, Jody Hecker claims the full measure of damages recoverable for the loss of consortium resulting from all Defendants' negligence described above.

WHEREFORE, Plaintiffs respectfully demand compensatory damages against Defendants, individually, jointly and severally, for sums in excess of the local arbitration limits, exclusive of interest, prejudgment interest and costs.

KLINE & SPECTER

/s/ Michael Cavaliere
Michael Cavaliere, ESQUIRE
Attorney for Plaintiffs

Date: May 2, 2025

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Shawn and Jody Hecker

Plaintiff

v.

Zimmer Biomet Holdings, I

Defendant

Civil Action No. _____

CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Civil Procedure 7.1(a)(1), a disclosure statement is required to be filed by any non-government corporate party, including those seeking to intervene.

The undersigned counsel certifies that Zimmer Biomet Holdings, Inc., is a non-governmental corporation and that:

☐ This party's parent corporation, and all publicly held corporations owning 10% or more of this party's stock, are listed here:

_____

_____

_____

OR

☑ This party does not have a parent corporation, nor is there any publicly held corporation that owns 10% or more of this party's stock.

/s/ Michael Cavaliere
Signature of Attorney

1525 Locust Street
Address

Philadelphia, PA 19102
City/State/Zip

5/2/25
Date

/s/ Michael Cavaliere

Instructions:

1. Disclosure Statement is to be filed as a separate document.
2. Select Case Type (Civil) from the menu bar at the top of the ECF screen.
3. Click on Other Documents.
4. Select Corporate Disclosure Statement.
5. Enter the case for which the Disclosure Statement is being filed.
6. Select the PDF document to file.
7. Select the party filing the Disclosure Statement.
8. If applicable insert the name of the Corporate Parent or leave it blank.
9. Proofread the docket text.
10. Submit the Disclosure Statement by clicking the NEXT button.

JS 44 (Rev. 10/20)

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

Shawn and Jody Hecker

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

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

Michael Cavaliere, Kline & Specter, PC, 1525 Locust Street, Philadelphia, PA 19102

DEFENDANTS

Zimmer Biomet Holdings, Inc

County of Residence of First Listed Defendant
(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)*

- [x] 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	[x] 1	[ ] 1	Incorporated *or* Principal Place of Business In This State	[ ] 4	[ ] 4
Citizen of Another State	[ ] 2	[x] 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

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
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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
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- [ ] 463 Alien Detainee
- [ ] 510 Motions to Vacate Sentence
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- [ ] 690 Other

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- [ ] 720 Labor/Management Relations
- [ ] 740 Railway Labor Act
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- [ ] 790 Other Labor Litigation
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PROPERTY RIGHTS
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- [ ] 830 Patent
- [ ] 835 Patent - Abbreviated New Drug Application
- [ ] 840 Trademark
- [ ] 880 Defend Trade Secrets Act of 2016

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 (15 USC 1681 or 1692)
- [ ] 485 Telephone Consumer Protection Act
- [ ] 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)*

- [x] 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 U.S.C. § 1332

Brief description of cause:
Product Liability

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: [x] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
May 2, 2025

SIGNATURE OF ATTORNEY OF RECORD
/s/ Michale Cavaliere, Esq.

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.