UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

MATREIA GENTRY and ROBERT GENRY,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	**CASE NUMBER: _____**
	§	
ETHICON, INC. and JOHNSON & JOHNSON,	§	**JURY TRIAL DEMANDED**
	§	
	§	
Defendants.	§	

PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND

Plaintiffs Matreia Gentry and Robert Gentry file this Original Complaint and Jury Demand against Defendants Ethicon, Inc. and Johnson & Johnson as follows:

INTRODUCTION

1. This product liability action involves Physiomesh™ Flexible Composite Mesh ("Physiomesh"), a mesh hernia repair device designed, developed, tested, manufactured, marketed, distributed and sold by Defendants Ethicon, Inc. and Johnson & Johnson. Physiomesh is an implantable synthetic surgical mesh device that was sold for use in laparoscopic hernia repair. It was withdrawn from the market in May 2016, likely as a result of the frequency and severity of the complications experienced by those in whom the device had been implanted.

PARTIES

2. Plaintiff Matreia Gentry ("Mrs. Gentry") is a citizen and resident of the County of Galveston, State of Texas.

3. Plaintiff Robert Gentry ("Mr. Gentry") is a citizen and resident of the County of Galveston, State of Texas. At all times relevant hereto, Mr. Gentry is and was the lawful spouse of Mrs. Gentry.

4. Defendant Ethicon, Inc. ("Ethicon") is a foreign corporation licensed to do business in the State of Texas. Ethicon, whose corporate headquarters is located in New Jersey, may be served with process by serving its Registered Agent, CT Corp. System, 1999 Bryan St., Suite 900, Dallas, Texas 75201-3136.

5. Defendant Johnson & Johnson ("J&J") is a foreign corporation with its corporate headquarters located in New Jersey. J&J is the corporate parent/stockholder of Ethicon and may be served with process by serving its Chief Executive Officer, Alex Gorsky, at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.

6. J&J, through its "Family of Companies" or "Business Units," develops, manufactures, tests, trains, markets, distributes, and sells numerous health-care related products, including pharmaceuticals and medical devices. Ethicon, a unit of J&J, was charged by J&J with designing, developing, testing, training, marketing, distributing and/or selling the Physiomesh device at issue in this case. J&J, too, either directly and/or through the actions of Ethicon, has at all relevant times been responsible for designing, developing, testing, training, marketing, distributing and/or selling Physiomesh.

7. Defendants are individually, jointly and severally liable to Plaintiffs for damages suffered by Plaintiffs arising from Defendants' design, manufacture, marketing, labeling, distribution, sale and placement of its defective mesh products at issue in the instant action, effectuated directly and indirectly through their respective agents, servants, employments and/or ownership.

8. Defendants are vicariously liable for the acts and/or omissions of its employees and/or agents who were at all times relevant hereto acting on behalf of Defendants and within the scope of their employment or agency with Defendants

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) because the amount in controversy exceeds $75,000.00 exclusive of interest and costs, and because this is an action by individual Plaintiffs who are citizens of a different state (Texas) from Defendants (New Jersey).

10. This Court has personal jurisdiction over each Defendant pursuant to the Texas Long-Arm Statute, TCPRC § 17.041, in that Defendants transact business with the State of Texas and committed tortious acts and omissions in Texas.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in this District. Defendants designed, manufactured, marketed and/or sold the subject Physiomesh in this District, received substantial compensation and profits from sales of Physiomesh in this District, and/or made material omissions and misrepresentations and breached warranties in this District.

POTENTIAL TAG-ALONG ACTION

12. This is a potential tag-along action and, in accordance with 28 U.S.C. § 1407, may be transferred by the Judicial Panel on Multidistrict Litigation, MDL No. 2742, *In Re Ethicon Physiomesh Flexible Composite Hernia Mesh Products Liability Litigation*, pending before the JPML.

FACTS

13. On September 19, 2013, Mrs. Gentry underwent a procedure to repair a hernia at Clear Lake Regional Medical Center in Clear Lake, Texas. A 15CM x 20CM Physiomesh device was implanted into Mrs. Gentry's body at that time by Dr. Hoang Pham. The Physiomesh is identified in Mrs. Gentry's medical records as follows:

Implant/Manufacturer:	Mesh Physio 20X15 REC PHY1520R
Lot # / Batch#:	GB8EZTA0
Cat# / Serial#:	PHY1520R
Size / Exp. Date:	15CM x 20CM 01/30/15

14. The Physiomesh implanted in Mrs. Gentry was designed, developed, manufactured, tested, promoted, distributed and/or sold by Defendants to be used by surgeons for hernia repair surgeries and was further represented to be an appropriate, cost-effective and suitable product for such purpose.

15. However, less than a year later, on June 11, 2014, Mrs. Gentry was forced to undergo a revision surgery due to complications from Defendants' defective Physiomesh. According to the Operative Report, at the hernia site, the surgeon, Dr. Richard Andrassy, found "numerous balled-up, rolled-up, and incorporated old

[Physio]mesh," all of which had to be explanted "with difficulty using cautery and sharp dissection…"

16. Mrs. Gentry continues to suffer from complications and pain.

17. Defendants were responsible for the research, design, development, testing, manufacture, production, marketing, distribution and sale of Physiomesh, including providing the warnings and instructions concerning the product. Among the intended purposes for which Defendants designed, manufactured and sold Physiomesh was use by surgeons for hernia repair surgeries, the purpose for which the Physiomesh was implanted in Mrs. Gentry.

18. Defendants represented to Plaintiff and Plaintiffs physicians that Physiomesh was a safe and effective product for hernia repair. Physiomesh, however, was defectively designed, was not reasonably safe for its intended use in hernia repair, and the risks of the design outweighed any potential benefits associated with the design. As a result of the defective design of the Physiomesh, there was an unreasonable risk of severe adverse reactions to the mesh or mesh components including: chronic pain; recurrence of hernia; foreign body response; rejection; infection; inadequate or failure of incorporation/ingrowth; migration; scarification; deformation of mesh; improper wound healing; excessive and chronic inflammation; adhesions to internal organs; erosion; abscess; fistula formation; granulomatous response; seroma formation; nerve damage; tissue damage and/or death; and other complications.

19. Physiomesh's unique design incorporates five (5) distinct layers: two layers of polyglecaprone-25 ("Monocryl") film covering two underlying layers of

polydioxanone film ("PDS"), which in tum coat a polypropylene mesh. This design is not used in any other hernia repair product sold in the United States. The multi-layer coating was represented and promoted by Defendants to prevent or minimize adhesion and inflammation and to facilitate incorporation of the mesh into the body, but it did not. Instead, the multi-layer coating prevented adequate incorporation of the mesh into the body and caused or contributed to an intense inflammatory and chronic foreign body response resulting in an adverse tissue reaction including migration and damage to surrounding tissue in the form of sclerotic, granulomatous and/or fibrotic tissue and improper healing.

20. When affixed to the body's tissue, the impermeable multi-layer coating of the Physiomesh prevents fluid escape, which leads to seroma formation, and which in turn can cause infection, abscess formation and other complications.

21. The multi-layer coating provides a breeding ground for bacteria in which the bacteria cannot be eliminated by the body's immune response, which allows infection to proliferate.

22. The multi-layer coating of Defendants' Physiomesh is cytotoxic, immunogenic, and not biocompatible, which causes or contributes to complications such as delayed wound healing, inflammation, foreign body response, rejection, infection, and other complications.

23. The polypropylene mesh portion of the Physiomesh was insufficient to withstand normal abdominal forces, which resulted in recurrent hernia formation and/or rupture and deformation of the mesh itself.

24. When the multi-layer coating of the Physiomesh is disrupted and/or degrades, the "naked" polypropylene mesh is exposed to the adjoining tissue and viscera, and can become adhered to organs, and cause damage to organs, and potentiate fistula formation.

25. These design defects associated with the Physiomesh were directly and proximately related to the injuries suffered by Mrs. Gentry. Neither she nor her implanting physician were adequately warned or informed by Defendants of the defective and dangerous nature of Physiomesh. Moreover, neither she nor her implanting physician were adequately warned or informed by Defendants of the risks associated with the Physiomesh or the frequency, severity, or duration of such risks.

26. The Physiomesh implanted in Mrs. Gentry failed to reasonably perform as intended. The mesh failed, caused serious injury and the mesh had to be surgically removed via a "difficult and time consuming" invasive surgery, and necessitated additional invasive surgery to repair the hernia that the Physiomesh was initially implanted to treat.

27. Mrs. Gentry's severe adverse reaction and the necessity for surgical removal of the Physiomesh and repair of the hernia the Physiomesh failed to treat, directly and proximately resulted from the defective and dangerous condition of the product and Defendants' defective and inadequate warnings about the risks associated with the product, and the frequency, severity and duration of such risks. Mrs. Gentry has suffered, and will continue to suffer, both physical injury and pain and mental anguish, permanent and severe scarring and disfigurement, and has incurred substantial medical

bills and other expenses, resulting from the defective and dangerous condition of the product and from Defendants' defective and inadequate warnings about the risks associated with the product.

28. Mrs. Gentry did not know or have reason to know that her injuries were caused by any conduct of the Defendants or any defect in the Defendants' product until less than two years before this Complaint was filed.

COUNT I – NEGLIGENCE

29. Plaintiffs re-allege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

30. Defendants Ethicon and J&J were negligent to Plaintiffs in the following respects:

31. Ethicon and J&J at all times mentioned had a duty to properly manufacture, test, inspect, package, label, distribute, market, examine, maintain, supply, provide proper warnings and prepare for use the Physiomesh.

32. Ethicon and J&J at all times mentioned knew or in the exercise of reasonable care should have known, that Physiomesh was of such a nature that it was not properly manufactured, tested, inspected, packaged, labeled, distributed, marketed, examined, sold supplied, prepared and/or provided with the proper warnings, and was unreasonably likely to injure Physiomesh™ users.

33. Ethicon and J&J so negligently and carelessly designed, manufactured, tested, failed to test, inspected, failed to inspect, packaged, labeled, distributed, recommended, displayed, sold, examined, failed to examine and supplied the

Physiomesh, that it was dangerous and unsafe for the use and purpose for which it was intended.

34. Ethicon and J&J were aware of the probable consequences of the Physiomesh. Ethicon and J&J knew or should have known Physiomesh would cause serious injury; they failed to disclose the known or knowable risks associated with Physiomesh. Ethicon and J&J willfully and deliberately failed to avoid those consequences, and in doing so, Ethicon and J&J acted in conscious disregard of the safety of Mrs. Gentry.

35. Ethicon and J&J owed a duty to Mrs. Gentry to adequately warn her and her treating physicians of the risks of using Physiomesh, including, but not limited to, its high rates of failure, infections and abscesses, abdominal erosions, chronic pain, bowel obstructions, product adhesions, and other risks and injuries associated with Physiomesh.

36. Defendants Ethicon and J&J breached their duty by failing to adequately and appropriately study, test, design, develop, manufacture, inspect, produce, market, distribute, and/or sale Physiomesh.

37. As a direct and proximate result of the duties breached, the Physiomesh used in Mrs. Gentry's hernia repair surgery failed, resulting in Mrs. Gentry suffering pain and harm.

38. As a direct and proximate result of Ethicon and J&J's negligence, Mrs. Gentry has suffered injuries and damages.

39. Ethicon and J&J's conduct in continuing to market, sell and distribute Physiomesh after obtaining knowledge it was failing and not performing as represented

and intended, showed complete indifference to or a conscious disregard for the safety of others justifying an award of additional damages for aggravating circumstances in such a sum which will serve to deter Ethicon, J&J and others from similar conduct in the future.

Wherefore, Plaintiffs request a judgment against Ethicon and J&J for damages in a sum to confer jurisdiction upon this Court together with interest on that amount at the legal rate from the date of judgment until paid, for court costs and for other such relief this Court deems just and appropriate.

COUNT II—PRODUCTS LIABILITY/DESIGN DEFECT

40. Plaintiffs re-allege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

41. Defendants Ethicon and J&J are strictly liable to Plaintiffs in the following respects:

42. Ethicon and J&J researched, designed, developed, manufactured, tested, marketed, distributed, and/or sold Physiomesh for hernia repair surgery.

43. Physiomesh was defective because it failed to perform safe and effectively for the purpose it was originally designed. Mrs. Gentry's Physiomesh failed while in her body causing her to develop serious physical complications which required subsequent, painful and unnecessary removal surgery of her Physiomesh.

44. At all times prior to implantation, the Physiomesh was substantially in the same condition as when it left the possession of Ethicon and J&J.

45. The Physiomesh implanted into Mrs. Gentry was being used in a manner reasonably anticipated at the time it was implanted in her by her surgeon.

46. Physiomesh devices, like the one implanted in Mrs. Gentry, at the time they left the possession of Ethicon and J&J were inherently dangerous for their intended use and were unreasonably dangerous products which presented and constituted an unreasonable risk of danger and injury to Mrs. Gentry as follows:

i. Physiomesh was sold in a defective condition by design and manufacture;

ii. Physiomesh as designed and manufactured was unsafe to Mrs. Gentry;

iii. Physiomesh as designed and manufactured was unreasonably dangerous to Mrs. Gentry;

iv. Physiomesh did not perform as safely as an ordinary consumer/patient, like Mrs. Gentry, would expect;

v. Physiomesh as designed and manufactured was unsafe for its intended use;

vi. Ethicon and J&J failed to warn the end user about the dangers and risks of the Physiomesh device; and

vii. Ethicon and J&J knew Physiomesh as implemented through design and/or manufacture could cause injury to the consumer/patient.

47. The risks of the Physiomesh design significantly outweigh any benefits that Defendants contend could be associated with the product's design. The multi-layer coating prevents tissue from incorporating into the mesh, leading to encapsulation, deformation, scarification and contraction, migration, erosion and rejection. The impermeable multi-layer coating leads to seroma formation, and provides a breeding ground for infection, and protects bacteria from being eliminated by the body's natural immune response.

48. The multi-layer coating of the Physiomesh, which was marketed, promoted and intended as a barrier against adhesion to the internal organs, was only temporary; it

was expected and intended to degrade over time inside the body. Thus, this coating prevented tissue ingrowth in the short term, and degraded in the long-term, eventually leaving the "naked" polypropylene mesh exposed to the internal viscera and tissues. The degradation of this multi-layer coating caused or exacerbated an intense inflammatory and foreign body reaction. Once exposed to the viscera, the polypropylene mesh will inevitably adhere to the viscera, initiating a cascade of adverse consequences. Any purported beneficial purpose of the multi-layer coating (to prevent adhesion to the internal viscera and organs) was non-existent; the product provided no benefit while substantially increasing the risks to the patient.

49. The polypropylene mesh within the defective multi-layer coating of the Physiomesh was in itself dangerous and defective, particularly when used in the manner intended by Defendants in the Physiomesh. When implanted adjacent to the intestines and other internal organs, as Defendants intended for Physiomesh, polypropylene mesh is unreasonably susceptible to adhesion, bowel perforation or erosion, fistula formation and bowel strangulation or hernia incarceration, and other injuries.

50. The appropriate treatment for complications associated with Physiomesh involves additional invasive surgery to remove the mesh from the body, thus eliminating any purported benefit that the mesh was intended to provide to the patient.

51. Physiomesh was designed and intended for intraperitoneal implantation, which involved the product being implanted in contact with the intestines and/or other internal organs, and other injuries.

52. At the time the Physiomesh was implanted in Plaintiff, there were safer feasible alternative designs for hernia mesh products that would have prevented the injuries she suffered.

53. The Physiomesh product cost significantly more than competitive products because of its unique multi-layer coating, even though the multi-layer coating provided no benefit to consumers, and increased the risks to patients implanted with these devices.

54. The Physiomesh implanted in Plaintiff failed to reasonably perform as intended, and had to be surgically removed necessitating further invasive surgery to repair the very issue that the product was intended to repair, and thus provided no benefit to her.

55. As a direct and proximate result of the defective and unreasonably dangerous condition of the product, Plaintiff suffered injuries and damages as summarized herein.

56. Ethicon's and J&J's conduct in continuing to market, sell and distribute Physiomesh after obtaining knowledge that the devices were failing and not performing as represented and intended, showed complete indifference to or a conscious disregard for the safety of others justifying an award of additional damages for aggravating circumstances in such a sum which will serve to deter Ethicon, J&J and others from similar conduct in the future.

Wherefore, Plaintiffs request a judgment against Ethicon and J&J for damages in a sum as permitted by statute together with interest on that amount at the legal rate from the

date of judgment until paid, for court costs and for other such relief this Court deems just and appropriate.

COUNT III—PRODUCTS LIABILITY/MARKETING DEFECT

57. Plaintiffs re-allege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

58. In the course of business, Ethicon and J&J researched, designed, manufactured, tested, marketed, distributed and sold Physiomesh for hernia repair surgeries.

59. At the time of the design, manufacture, promotion, and sale of the Physiomesh devices, and more specifically at the time Mrs. Gentry received a Physiomesh device, they were defective and unreasonably dangerous when put to their intended and reasonably anticipated use. Further Physiomesh devices were not accompanied by proper warnings regarding significant adverse consequences associated with Physiomesh.

60. Ethicon and J&J failed to provide any warnings, labels or instructions of its dangerous propensities that were known or reasonably scientifically knowable at the time of distribution. The reasonably foreseeable use of the devices involved significant dangers not readily obvious to the ordinary user of the products. Ethicon and J&J failed to warn of the known or knowable injuries associated with the malfunction of Physiomesh devices, including but not limited to chronic pain; recurrence of hernia; foreign body response; rejection; infection; inadequate or failure of incorporation/ingrowth; migration; scarification; deformation of mesh; improper wound

healing; excessive and chronic inflammation; adhesions to internal organs; erosion; abscess; fistula formation; granulomatous response; seroma formation; nerve damage; tissue damage and/or death; and other complications, many of which would require subsequent surgical procedures and could result in severe injuries.

61. The dangerous and defective conditions in the Physiomesh devices existed at the time they were delivered by the manufacturer to the distributor. At the time Mrs. Gentry had her hernia repair surgery, the Physiomesh device was in the same condition as when manufactured, distributed and sold.

62. Neither Mrs. Gentry nor her physicians were aware at the time of use of the Physiomesh device, nor at any time prior thereto, of the existence, frequency, severity, or duration of the defects and risks associated with Physiomesh. If Mrs. Gentry and/or her physicians had been properly warned of the defects and dangers of Physiomesh, and of the frequency, severity and duration of the risks associated with Physiomesh devices, Mrs. Gentry would not have consented to allow a Physiomesh device to be implanted in her body, and her physicians would not have implanted the Physiomesh in her.

63. Mrs. Gentry suffered the aforementioned injuries and damages as a direct result of Ethicon's and J&J's failure to warn.

64. Ethicon's and J&J's conduct in continuing to market, sell and distribute Physiomesh after obtaining knowledge that the devices were failing and not performing as represented and intended, showed complete indifference to or a conscious disregard for the safety of others justifying an award of additional damages for aggravating

circumstances in such a sum which will serve to deter Ethicon, J&J and others from similar conduct in the future.

Wherefore, Plaintiffs respectfully request judgment in their favor and against Ethicon and J&J for such amount that is determined to be fair and reasonable, for such other relief as may be fair and reasonable under the circumstances and for their costs.

COUNT IV—BREACH OF IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY

65. Plaintiffs re-allege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

66. Defendants Ethicon and J&J are liable to Plaintiffs for their breach of implied warranty in the following respect.

67. Ethicon and J&J researched, designed, manufactured, tested, marketed, distributed and/or sold Physiomesh device the Physiomesh that was implanted in Mrs. Gentry. Ethicon and J&J impliedly warranted to Mrs. Gentry, her physicians and health care providers, that the Physiomesh device was of merchantable quality and safe for the use for which it was intended.

68. Ethicon and J&J knew or should have known that the Physiomesh device at the time of sale was intended to be used for the purpose of surgically implanting it into the body for hernia repair.

69. Mrs. Gentry, her physicians and health care providers reasonably relied on Ethicon's and J&J's judgment, indications and statements that Physiomesh was fit for such use.

70. When the Physiomesh devices were distributed into the stream of commerce and sold by Ethicon and J&J, they were unsafe for their intended use, and not of merchantable quality, as warranted by Ethicon and J&J in that they had very dangerous propensities when used as intended and implanted into a patient's body where they could cause serious injury of harm or death to the end user.

71. Mrs. Gentry suffered such injuries and damages as a result of Ethicon and J&J's conduct and actions.

Wherefore, Plaintiffs respectfully request judgment in their favor and against Ethicon and J&J for such amount that is determined to be fair and reasonable, for such other relief as may be fair and reasonable under the circumstances and for their costs.

COUNT V—MISREPRESENTATION

72. Plaintiffs re-allege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

73. Defendants Ethicon and J&J misrepresented the mechanical soundness and reliability of Physiomesh devices to the general public through promotional and marketing campaigns. For example, Defendants' Instructions for Use provided with the Physiomesh expressly understated and misstated the risks known to be associated specifically with the Physiomesh by stating that potential adverse reactions are those typically associated with surgically implantable materials. But, no other surgical mesh sold in the United States – and no other "surgically implantable material" – suffers the same serious design flaws as Physiomesh. No other device or material contains the

dangerous and defective multi-layer coating, which itself causes or increases the risks of numerous complications.

74. Defendants continued this misrepresentation for an extended period of time, without disclosing material information regarding the defective, hazardous, and harmful complications relating to Physiomesh devices.

75. Defendants took advantage of the limited ability Plaintiffs had to discover Defendants' strategic and intentional concealment of the defects in their Physiomesh devices.

76. Defendants concealed these design and/or manufacturing defects from the public by withholding information pertaining to the inherent design and/or manufacturing defects and high risks of failure relating to the Physiomesh devices, and presenting the devices as sound and reliable.

77. Defendants' intentional misrepresentations and omissions were made willfully, wantonly or recklessly to Plaintiffs, the public at large, and Plaintiff's physicians and other health care providers to induce the purchase of Defendants' Physiomesh devices over other hernia mesh repair systems on the market.

78. Defendants knew or should have known of the high risk the Plaintiffs would encounter by unwillingly agreeing to have implanted one of Defendants' defectively designed and/or manufactured Physiomesh devices.

Wherefore, Plaintiffs request a judgment against Ethicon and J&J for damages in a sum to confer jurisdiction upon this Court together with interest on that amount at the

legal rate from the date of judgment until paid, for court costs and for other such relief this Court deems just and appropriate.

COUNT VI—LOSS OF CONSORTIUM

79. Plaintiffs re-a1lege and incorporate by reference each and every allegation contained in preceding paragraphs as though fully set forth herein.

80. As a direct and proximate result of the Defendants' said negligence and conduct as detailed above and herein, Mr. Gentry was caused to lose the consortium and society of his wife, Mrs. Gentry.

Wherefore, Plaintiffs respectfully request judgment in their favor and against Ethicon and J&J for such amount that is determined to be fair and reasonable, for such other relief as may be fair and reasonable under the circumstances and for their costs.

DAMAGES

81. As a direct and proximate result of Defendants' acts and omissions described above, Plaintiffs have incurred one or more of the following categories of damages:

i. Mental anguish, past and future;

ii. Physical and mental impairment/disfigurement, past and future;

iii. Physical and psychological pain/mental anguish, past and future;

iv. Loss of enjoyment of life and peace of mind, past and future;

v. Reasonable and necessary medical, psychological, rehabilitative, therapeutic and related expenses, past and future;

vi. Lost earnings and/or earning capacity in the future;

vii. Loss of consortium;

viii. Pre-judgment interest as recoverable by law at the highest rate available by law;

ix. Post-judgment interest at the highest rate recoverable by law;

x. Punitive damages in an amount to be determined by the trier of fact as provided by law and to be supported by the evidence at trial;

xi. Costs of court;

xii. Attorney's Fees; and

xiii. Such other damages that will be shown at trial.

PRAYER FOR RELIEF

Plaintiffs pray that Defendants be cited to appear and answer herein; that upon a final trial hereof, Plaintiffs recover from Defendant damages as specified above including punitive damages, attorney's fees, costs of court, pre-judgment and post-judgment interest at the legal rate and in an amount to be determined by a jury within the jurisdictional limits of the Court and that Plaintiffs have such other and further relief, general and special, at law and in equity, to which she may be justly entitled.

PLAINTIFFS REQUEST A TRIAL BY JURY ON ALL COUNTS

Respectfully submitted,

/s/Justin R. Goodman
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ATTORNEYS FOR PLAINTIFFS

JS 44 (Rev. 08/16)

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
Gentry, Matreia
Gentry, Robert

DEFENDANTS
Ethicon, Inc.
Johnson & Johnson

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

County of Residence of First Listed Defendant Middlesex, NJ
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Justin R. Goodman/Lubel Voyles LLP
675 Bering Dr., Suite 850, Houston, TX 77057
713-284-5200

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

TORTS

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

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

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- ☐ 371 Truth in Lending
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- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

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- ☐ 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

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

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

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

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

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- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
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- ☐ 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

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

PRISONER PETITIONS

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

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)*:
Diversity / 28 USC § 1332

Brief description of cause:
Defectively designed, manufactured, and/or marketed hernia repair product, which caused Plaintiffs' injuries

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 MDL consolidation pending at JPML DOCKET NUMBER MDL 2782 (pending)

DATE
05/11/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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