UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

EUPHRELIA JONES,	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. _____**
	)	**JURY DEMAND**
DAVOL, INCORPORATED and	)	
RAM MEDICAL, INCORPORATED	)	
Defendants.	)	

PLAINTIFF'S COMPLAINT

Plaintiff, by and through her counsel brings this Complaint for damages against Defendant and in support thereof states the following:

I. PARTIES

1. Plaintiff, EUPHRELIA JONES ("Plaintiff ') is, and was, at all relevant times, a resident of Tennessee.

2. Defendant, DAVOL, INC., SUBSIDIARY OF C.R. BARD INC., is a Delaware Corporation with headquarters in Warwick, Rhode Island.

3. Defendant, RAM MEDICAL, INC. is a New Jersey Corporation with its principal place of business in Wayne, New Jersey.

4. All acts and omissions of the Defendant as described herein were done by its agents, servants, employees and/or owners, acting in the course and scope of their respective agencies, services, employments and/or ownership.

5. Damages sought in this matter are in excess of $75,000.00. Subject matter jurisdiction is proper pursuant to 28 U.S.C. § 1332.

6. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C. § 1332(a) because the parties are citizens of different states and the amount in controversy exceeds $75,000.00 exclusive of interests and costs.

7. Venue is proper as Plaintiff was implanted with Defendant's Hernia Mesh Products and suffered injuries in this District.

8. Defendants conducted substantial business in the State of Tennessee and in this District, distributes Hernia Mesh Products in this District, receives substantial compensation and profits from the sales of Hernia Mesh Products in this District, and made material omissions and misrepresentations and breaches of warranties in this District so as to subject them to in personam jurisdiction in this District.

9. Defendants conducted business in the State of Tennessee through sales representatives and because Defendants were engaged in testing, developing, manufacturing, labeling, marketing, distributing, promotion and/or selling, either directly or indirectly, and/or through third parties or related entities, Hernia Mesh Products; thus there exists a sufficient nexus between Defendant forum contacts and the Plaintiff 's claims to justify assertion of jurisdiction in Tennessee.

10. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has in personam jurisdiction over Defendant, because Defendant is present in the State of Tennessee such that requiring appearance does not offend traditional notices of fair play and substantial justice.

11. Defendant markets and sells surgical mesh for the treatment of reinforcement where weakness exists in the surrounding muscle or connective tissue.

12. Defendant's products are derived largely from surgical hernia mesh products, and were and are utilized in the treatment of reinforcement where weakness exists in the surrounding muscle or connective tissue

13. Defendant's Hernia Mesh Products were designed, patented, manufactured, labeled, marketed, and sold and distributed by the Defendants, at all times relevant herein.

14. Plaintiff was implanted with 6 x 6 inches Monofilament Soft Bard Mesh ("Mesh") during surgery performed at Baptist Hospital in Nashville, Tennessee on November 23, 2009.

15. The Mesh was implanted in Plaintiff to treat a large periumbilical hernia that was discovered during surgery, the use for which the Mesh was designed, marketed, and sold.

16. As a result of having the Mesh implanted in her, Plaintiff has experienced significant physical and mental pain and suffering, has sustained permanent injury, permanent and substantial physical deformity, has undergone corrective surgeries, has suffered financial or economic loss, including, but not limited to obligations for medical services and expenses.

17. Defendant's Mesh has been marketed to the medical community and to patients as safe, effective, reliable, medical devices; implanted by safe, effective, minimally evasive surgical techniques for the treatment of hernias.

18. Defendant has marketed and sold its Mesh to the medical community at large and patients through carefully planned, multifaceted marketing campaigns and strategies. These campaigns and strategies include, but are not limited to direct to consumer advertising, aggressive marketing to healthcare providers at medical conferences, hospitals, private offices, and include the provision of valuable consideration and benefits to health care providers. Also utilized are documents, brochures, websites, and telephone information lines, offering exaggerated and misleading expectations as to the safety and utility of the Defendants' Mesh.

19. Contrary to the Defendant's representation and marketing to the medical community and to the patients themselves, the Defendant's Mesh implanted in the Plaintiff was in the same or substantially similar condition as it was when it left the possession of Defendant, and in the condition directed by and expected by the Defendant.

20. On or about March 2010, Defendant, RAM Medical, Inc. ("RAM") issued a recall for the Bard Monofilament Knitted Polyproylene Flat Mesh. Defendant, RAM, contacted customers by phone and issued an "Urgent Device Recall" to expand the scope of the recall.

21. On or about June 2010, the recall was expanded to the FDA Class I recall. Class I recalls are the most serious and involved situations where there is a research probability that use of the product will cause serious health consequences. Defendants' state that counterfeit product was mixed with authentic product. In addition, the Defendants further explicate that the mismatching of expiration dates and the subtle differences in packaging created the problem conducive for recall.

22. The injuries, conditions, and complications suffered due to Defendant's product recall include but are not limited to pain, infection, recurrence, adhesion, obstruction, and bowel perforation, including but not limited to operations to locate and remove mesh, operations to attempt to repair weakened tissue, and the use of pain control and other medications.

COUNT I

PRODUCT LIABILITY ACT - FAILURE TO WARN

23. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

24. The Defendants failed to properly and adequately warn and instruct the Plaintiff and her health care providers of the defective hernia mesh product.

25. The Defendants failed to properly and adequately warn and instruct the Plaintiff and her health care providers as to the risks and benefits of the Defendant's hernia mesh product, given the Plaintiff 's conditions and need for information.

26. As a proximate result of the Defendant's recalled Mesh, Plaintiff has been catastrophically injured and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and consortium, and economic damages.

27. The Defendants are strictly liable in tort to the Plaintiff for their unjust conduct.

28. Plaintiff in the exercise of due diligence, could not have reasonably discovered the cause of her injuries including but not limited to the defective design and/or manufacturing of the products implanted inside of her until recently.

COUNT II

STRICT LIABILITY

29. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

30. At the time of Plaintiff 's injuries, the Defendant's Mesh, at the time it left Defendant's control, was unreasonably dangerous in that it was defective and unreasonably dangerous to foreseeable consumers, patients, and users, including Plaintiff, and the warning labels, and instructions were deficient.

31. At the time of Plaintiff's injuries, the defective and unreasonably dangerous nature of Defendant's Mesh was unknown to the individual practitioners who elected to use the Mesh in connection with Plaintiff's treatment.

32. Plaintiff adopts the Restatement of Torts (Second) and/or the Restatement of Torts (third), bringing strict product liability claims under the common law, Section 402A of the Restatement of Torts (Second), and/or Restatement of Torts (Third) against Defendant.

33. As a proximate result of the Defendant's design, manufacture, marketing, sale, and distribution of the Mesh, Plaintiff has been injured and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, consortium, and economic damages.

COUNT III

COMMON LAW FRAUD

34. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

35. The representations made by Defendants were, in fact, false. When Defendants made their representations, Defendants should have known that those representations were false, and Defendants recklessly disregarded the inaccuracies in their representations and the dangers and health risks to users of the Mesh.

36. In representations to Plaintiff and/or to Plaintiff's healthcare providers, Defendants carelessly and negligently omitted the following material information:

a) That the Defendants' Hernia Mesh Products were not as safe as other products and procedures available to treat weakened tissue;

b) That the risk of adverse events with the Defendants' defective hernia mesh products was higher than with other products and procedures available to treat weakened tissue;

c) The Defendants' Hernia Mesh Products were not adequately tested;

d) That the Defendants' hernia mesh products were defective, and that they caused dangerous and adverse side effects, including but not limited to higher

incidence of erosion and failure, at a much more significant rate than other products and procedures available to treat weakened tissue;

e) That the Defendants' hernia mesh products were manufactured negligently;

f) That the Defendants' hernia mesh products were manufactured defectively;

g) That the Defendants' hernia mesh products were designed negligently, and designed defectively;

37. Defendants were under a duty to disclose to Plaintiff and their physicians, the defective nature of the Defendants' hernia mesh products, including, but not limited to, the heightened risks of erosion, failure, and permanent injury.

38. Defendants had sole access to material facts concerning the defective nature of the products and their propensity to cause serious and dangerous side effects and hence, cause dangerous injuries and damage to persons who used the Defendants' hernia mesh products.

39. At the time these representations were made by Defendants, and the time Plaintiff used the hernia mesh products, Plaintiff was unaware of the falsehood of these representations, and reasonably believed them to be true.

40. Defendants had sole access to material facts concerning the defective nature of the products and their propensity to cause serious and dangerous side effects and hence, cause dangerous injuries and damage to persons who used the Defendants' hernia mesh products.

41. At the time these representations were made by Defendants, and the time Plaintiff used the hernia mesh products, Plaintiff was unaware of the falsehood of these representations, and reasonably believed them to be true.

42. Defendants should have known that the Defendants ' hernia mesh products could and would cause severe and grievous personal injury to the users of the Defendants' hernia mesh

products, and that they were inherently dangerous in a manner that exceeded any purported, inaccurate, or otherwise downplayed warnings.

43. In reliance upon these false representations, Plaintiff was induced to, and did use the Mesh, thereby sustaining severe and permanent personal injuries and damages. Defendants should have known that Plaintiff and their physicians and other healthcare providers had no way to determine the truth behind defendants' defective products, and that these included material omissions of facts surrounding the use of the Defendants ' hernia mesh products, as described in detail herein.

44. Plaintiff reasonably relied on revealed facts, which foreseeably and purposefully suppressed and concealed facts that were critical to understanding the real dangers inherent in the use of the Defendants' hernia mesh products.

45. Defendants had a duty when disseminating information to the public to disseminate truthful information; and a parallel duty not to deceive the public, Plaintiff, Plaintiff s healthcare providers, and the United States Food and Drug Administration ("FDA").

46. The information distributed to the public, the medical community, the FDA, and Plaintiff, by Defendants included, but was not limited to websites, information presented at medical and professional meetings, information disseminated by sales representatives to physicians and other medical care providers, reports, press releases, advertising campaigns, television commercials, print advertisements, billboards and other commercial media containing material representations, which were false and misleading about the dangers of the use of the Defendants' hernia mesh products.

47. At the time the representations were made, Plaintiff and their healthcare providers did not know the truth about the dangers and serious health and/or safety risks inherent in the use of the Defendants' hernia mesh products. Plaintiff did not discover the true facts about the dangers and serious health and/or safety risks, nor did Plaintiff discover the false

representations of Defendants, nor would Plaintiff with reasonable diligence have discovered the true facts or Defendants' misrepresentations.

48. Had Plaintiff known the true facts about the dangers and serious health and/or safety risks of the Defendants' hernia mesh products, Plaintiff would not have purchased, used, or relied on Defendants' hernia mesh products.

49. Defendants' wrongful conduct constitutes fraud and deceit, and was committed and perpetrated willfully, wantonly, and/or purposefully on Plaintiff.

50. As a proximate result of the Defendants' conduct Plaintiff has been injured, often catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and consortium, economic damages, and death.

COUNT IV

NEGLIGENT MISPRESENTATION

51. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

52. Defendant had a duty to accurately and truthfully represent to the medical and healthcare community, Plaintiff, and the public, that the hernia mesh product had not been adequately tested and found to be safe and effective for the treatment of weakened tissue. The representations made by Defendant, in fact, were false.

53. Defendant failed to exercise ordinary care in the representations concerning the hernia mesh product while Defendant was involved in the manufacture, sale, testing, quality assurance, quality control, and distribution in interstate commerce, because Defendant negligently misrepresented the hernia mesh product's high risk of unreasonable, dangerous adverse side effects.

54. Defendant breached Defendant's duty in representing the hernia mesh product as having no serious side effects different from older generations of similar products and/or procedure to Plaintiff, Plaintiff's physicians, and the medical and healthcare community.

55. As a foreseeable, direct and proximate result of the negligent misrepresentation of Defendant as set forth herein, Defendant knew, and had reason to know, that Defendant lacked adequate and accurate labeling, and that it created a high risk, and/or higher than acceptable risk, and/or higher than reported and represented risk, of adverse side effects, including, erosion, pain and suffering, surgery to remove the product, and other severe and personal injuries, which are permanent and lasting in nature.

56. As a proximate result of the Defendant's conduct, Plaintiff has been catastrophically injured, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, severe emotional and mental distress, psychological impairment, and economic damages.

COUNT V

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

57. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

58. Defendant carelessly and negligently manufactured, designed, developed, tested, labeled, marketed and sold the Defendant's hernia mesh product to Plaintiff, carelessly and negligently concealing the harmful effects of the Defendant's hernia mesh product from Plaintiff, and carelessly and negligently misrepresented the quality, safety and efficacy of the Mesh.

59. Plaintiff was directly impacted by Defendant's carelessness and negligence, in that Plaintiff has sustained and will continue to sustain emotional distress, severe physical injuries,

economic losses, and other damages as a result of the decision to purchase the hernia mesh products sold and distributed by Defendants.

60. As a proximate result of Defendant's conduct, Plaintiff has been catastrophically injured, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, emotional and mental distress, psychological impairment, and economic damages.

COUNT VI

VIOLATION OF EXPRESS WARRANTY

61. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

62. At all relevant and material times, Defendant manufactured, distributed, advertised, promoted, and sold the Defendant's hernia mesh product.

63. At all relevant times, Defendant intended that the Defendant's hernia mesh product be used in the manner that Plaintiff in fact used them and Defendant expressly warranted that each product was safe and fit for use by consumers, that it was of merchantable quality, that its side effects were minimal and comparable to other hernia mesh products, and that it was adequately tested and fit for its intended use.

64. At all relevant times, Defendants were aware that consumers, including Plaintiff, would use the hernia mesh product; which is to say that Plaintiff was a foreseeable user of Defendant's hernia mesh product.

65. Plaintiff and/or their implanting physicians were at all relevant times in privity with Defendant.

66. The Defendant's hernia mesh product was expected to reach and did in fact reach consumers, including Plaintiff and her implanting physicians, without substantial change in the condition in which it was manufactured and sold by Defendant.

67. Defendant breached various express warranties with respect to the hernia mesh product including the following particulars:

i. Defendant represented to Plaintiff and her physicians and healthcare providers through its labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that the Defendant's hernia mesh product was safe.

ii. Defendant represented to Plaintiff and her physicians and healthcare providers that the Defendant's Hernia Mesh Product was safe, and/or safer than other alternative procedures and devices and negligently misrepresented information, which demonstrated that the Products were not safer than alternatives available on the market; and

iii. Defendant represented to Plaintiff and her physicians and healthcare providers that the Defendant's Mesh was more efficacious than other alternative medications.

68. In reliance upon Defendant's express warrant, Plaintiff was implanted with the Defendant's hernia mesh product as prescribed and directed, and therefore, in the foreseeable manner normally intended, recommended, promoted, and marketed by Defendant.

69. At the time of making such express warranties, Defendant should have known that the Defendant's hernia mesh product was not safe and had numerous serious side effects, many of which Defendant did not accurately warn about, this making the Defendant's Mesh unreasonably unsafe for its intended purpose.

70. Members of the medical community, including physicians and other healthcare professionals, as well as Plaintiff and the public relied upon the representations and warranties of Defendant in connection with the use recommendation, description, and/or dispensing of the Defendant's hernia mesh product.

71. Defendant breached its express warranties to Plaintiff in that the Defendant's hernia mesh product was not of merchantable quality, safe and fit for its intended use.

72. As a proximate result of the Defendant's conduct, Plaintiff has been catastrophically injured, and sustained severe and permanent pain, suffering disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

COUNT VIII

VIOLATION OF IMPLIED WARRANTY

73. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

74. At all relevant and material times, Defendant manufactured, distributed, advertised, promoted, and sold the Defendant's hernia mesh product.

75. At all relevant times, Defendant intended that the Defendant's hernia mesh product be implanted for the purposes and in the manner that Plaintiff or Plaintiff's implanting physicians in fact used them and Defendant impliedly warranted each product to be of merchantable quality, safe, and fit for such use.

76. Defendant was aware that consumers, including Plaintiff or Plaintiff 's physicians, would implant the Defendant's hernia mesh product in the manner directed by the instructions for use; which is to say that Plaintiff was a foreseeable user of the Defendant's hernia mesh product.

77. Plaintiff and/or her physicians were at all relevant times in privity with Defendant.

78. The Defendant's hernia mesh product was expected to reach and did in fact reach consumers, including Plaintiff or Plaintiff Physicians, without substantial change in the condition in which it was manufactured and sold by Defendant.

79. Defendant breached various implied warranties with respect to the Defendant's hernia mesh product, including the following particulars:

a. Defendant represented through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that the Defendant's hernia mesh product was safe and effective.

b. Defendant represented that the Defendant's hernia mesh product was safe, and/or safer than other alternative devices or procedures.

c. Defendant represented that Defendant's Hernia Mesh Product was more efficacious than alternative hernia mesh products and procedure and negligently misrepresented the true efficacy of the Defendant's hernia mesh product.

80. In reliance upon Defendant's implied warranty, Plaintiff used the hernia mesh product as prescribed and in a foreseeable manner normally intended, recommended, promoted, and marketed by Defendant.

81. Defendant breached its implied warranty to Plaintiff in that the Defendant's hernia mesh product was not of merchantable quality, safe, and fit for its intended use.

82. As a proximate result of the Defendant's conduct, Plaintiff has been catastrophically injured, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, emotional distress, and economic damages.

COUNT VII

VIOLATION OF CONSUMER PROTECTION LAWS

83. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

84. Plaintiff purchased and used the Defendant's hernia mesh product primarily for personal use and thereby suffered ascertainable losses as a result of Defendant's actions in violation of the consumer protection laws.

85. Had Defendant not engaged in the negligent conduct described herein, Plaintiff would not have purchased and/or paid for the Defendant's hernia mesh product, and would not have incurred related medical costs and injury.

86. Defendant engaged in wrongful conduct while at the same time obtaining, under false pretenses, moneys from Plaintiff for the hernia mesh product that would not have been paid had Defendant not engaged in careless and negligent conduct,

87. Unfair methods of competition or deceptive acts or practices that were prescribed by law, including the following:

i. Representing that goods or services have characteristics, ingredients, uses benefits or quantities that they do not have;

ii. Advertising goods or services with the intent not to sell them as advertised;

iii. Engaging in negligent conduct that creates a likelihood of confusion or misunderstanding.

iv. Defendant has a statutory duty to refrain from unfair or deceptive acts or trade practices in design labeling, development, manufacture, promotion, and sale of the Defendant's hernia mesh product.

v. Had Defendant not engaged in the careless conduct described above, Plaintiff would not have purchased and/or paid for the Product, and would not have incurred related medical costs.

vi. Defendant's careless, negligent, and inattentive representations and material omissions to patients, physicians and consumers, including Plaintiff, constituted unfair and deceptive acts and trade practices in violation of the State consumer protection statutes listed.

vii. Defendant has engaged in unfair competition or unfair trade practices and/or has made false representations.

viii. Under the Tennessee Consumer Protection statutes enacted to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising, Defendant is the supplier, manufacturer, advertiser, and seller, who is subject to liability under such legislation for unfair, deceptive, fraudulent, and unconscionable consumer sales practices.

ix. Defendant violated the statute that was enacted in this state to protect consumers against unfair, deceptive, fraudulent, and unconscionable trade and business practices and false advertising, by knowingly and falsely representing that the Defendant's hernia mesh product was fit to be used for the purpose for which they were intended, when in fact they were defective and dangerous, and by other acts alleged herein. These representations were made in marketing and promotional materials.

x. The actions and omissions of Defendant alleged herein are uncured or incurable deceptive acts under the statutes enacted in the state to protect consumers against unfair, deceptive, fraudulent, and unconscionable trade and business practices and false advertising.

xi. Plaintiff and the medical community relied upon Defendant's misrepresentations in determining in which product and/or procedure to undergo and/or perform (if any).

xii. By reason of the unlawful acts engaged in by Defendants, and as a direct and proximate result thereof, Plaintiff has suffered ascertainable losses and damages.

xiii. As a direct and proximate result of Defendant's violations of the State's consumer protection laws, Plaintiff has sustained economic loss and other damages and is entitled to statutory and compensatory damages in the amount to be proven at trial.

COUNT VIII

GROSS NEGLIGENCE

88. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

89. The wrong doing by Defendants were aggravated by the kind of malice, fraud, and grossly negligent disregard for the rights of others, the public, and Plaintiff for which the law would allow, and which Plaintiff will seek at the appropriate time under governing law for the imposition of exemplary damages, in that Defendant's conduct, including the failure to comply with applicable Federal standards: was specifically intended to cause substantial injury to Plaintiff; or when viewed objective from Defendant's standpoint at the time of conduct, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and Defendant was actually, subjectively aware of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others; or included a material representation that was false, with Defendants, knowing that it was false or with reckless disregard as to its truth and as a positive assertion, with the intent that the representation is acted on by Plaintiff.

90. Plaintiff relied on the representation and suffered injury as a proximate result of this reliance.

91. Plaintiff therefore will seek to assert claims for exemplary damages at the appropriate time under governing law in an amount within the jurisdictional limits of the Court.

92. Plaintiff also alleges that the acts and omissions of Defendant constitute gross negligence that proximately caused the injuries to Plaintiff. In that regard, Plaintiff will seek exemplary damages in an amount that would punish Defendants for their conduct and which would deter other manufacturers from engaging in such misconduct in the future.

COUNT IX

UNJUST ENRICHMENT

93. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

94. Defendants are and at all times were the manufacturers, sellers, and/or suppliers of the Defendants' hernia mesh products.

95. Plaintiff paid for the Defendants' hernia mesh products for the purpose of treatment of weakened muscle tissue.

96. Defendants have accepted payment by Plaintiff and others on Plaintiff's behalf for the purchase of the Defendants' hernia mesh products.

97. Plaintiff has not received the safe and effective medical devices for which they paid.

98. It would be inequitable for Defendants to keep this money since Plaintiff did not in fact receive a safe and effective medical device.

COUNT X

PUNITIVE DAMAGES

99. Plaintiff realleges and incorporates by reference every allegation of this Complaint as if each were set forth fully and completely herein.

100. At all times relevant hereto, Defendants knew or should have known that the Defendants' hernia mesh products were inherently more dangerous with respect to the risks of erosion, failure, pain and suffering, loss of life's enjoyment, remedial surgeries and treatments in an effort to cure the conditions proximately related to the use of the product, as well as other severe and personal injuries which are permanent and lasting in nature.

101. At all times material hereto, Defendants misrepresented facts concerning the safety of the Defendants' hernia mesh products.

102. Defendants' misrepresentation included carelessly inadequate labeling to the medical community and the public, including Plaintiff, concerning the safety and efficacy of the Defendants' hernia mesh products.

103. At all times material hereto, Defendants recklessly disregarded the fact that the Defendants' hernia mesh products cause debilitating and potentially lethal side effects with greater frequency than safer alternative methods products and/or procedures and/or treatment.

104. Defendants' reckless and/or grossly negligent failure to disclose information deprived Plaintiff of necessary information to enable them to weigh the true risks of using the Defendants' hernia mesh products against their benefits.

105. As a direct and proximate result of the foregoing acts and omissions, Plaintiff has required and will require health care and services, and have incurred medical health care, incidental, and related expenses. Plaintiff is informed and believe and further allege that

Plaintiff will in the future be required to obtain further medical care and/or hospital care and medical services.

106. Defendants have engaged in conduct entitling Plaintiff to an award of punitive damages pursuant to Common Law principles.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant and requests compensatory damages, together with interest, cost of suit, attorneys' fees, and all such other relief as the Court deems just and proper as well as:

1. Compensatory damages to Plaintiff for past, present, and future damages, but not limited to, pain and suffering for severe and permanent personal injuries sustained by Plaintiff, health and medical care costs, together with interest and costs as provided by law;
2. Restitution and disgorgement of profits;
3. Reasonable attorneys' fees;
4. The costs of these proceedings;
5. All ascertainable economic damages;
6. Punitive Damages; and
9. Such other and further relief as this Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY

MANSON JOHNSON CONNER, PLLC

/s/Isaac T. Conner
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JS 44 (Rev. 07/16)

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

EUPHRELIA JONES

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
ISAAC T. CONNER & JAMAAL L. BOYKIN
MANSON JOHNSON CONNER, PLLC
215 2ND AVE NORTH, STE. 300, NASHVILLE, TN 37201,
615-254-1600

DEFENDANTS

DAVOL, INC. AND RAM MEDICAL, INC.

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

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
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- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

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

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 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 $ 1,000,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE 05/10/2017

SIGNATURE OF ATTORNEY OF RECORD

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

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. When the petition for removal is granted, check this box.
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.