

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: \_\_\_\_\_

LATOYA DAWSON-WEBB,

Plaintiff,

v.

DAVOL, INC. and  
C.R. BARD, INC.,

Defendants.

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Latoya Dawson-Webb ("Dawson-Webb"), by and through her undersigned attorney, hereby files this Complaint against Defendants, Davol, Inc. ("Davol"), and C.R. Bard, Inc. ("Bard"), and alleges as follows:

**INTRODUCTION**

1. This action arises from the from the sale and distribution of a defective product—the Ventralex Hernia Mesh Patch—by Davol and Bard. In turn, the defective product was surgically implanted into the body of Dawson-Webb. As a result, Dawson-Webb has been injured and subjected to a substantial risk of injury.

**PARTIES, JURISDICTION AND VENUE**

2. Dawson-Webb is, and at the times material to this action, a resident of Broward County, Florida.

3. Davol was, and is, a wholly-owned foreign subsidiary of Bard, with its place of business in Cranston, Rhode Island.

4. Bard was, and is, a foreign corporation with its place of business in Murray Hill, New Jersey.

5. Davol and Bard designed, manufactured, tested, analyzed, distributed, recommended, merchandised, advertised, promoted, supplied and/or sold to distributors, physicians, hospitals and medical professionals hernia surgical repair products to be implanted surgically into patients throughout the United States of America, including the State of Florida, at all times relevant to the allegations contained in this Complaint.

6. This is an action authorized and instituted pursuant to: Florida's Unfair and Deceptive Trade Practices Act (Florida Statutes § 501.211, *et seq.*); and the common law of the State of Florida.

7. The jurisdiction of this Court is predicated upon 28 U.S.C. § 1332(a) since the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

8. Venue is proper in the United States District Court for the Southern District of Florida, pursuant to 28 U.S.C. § 1391(b)(2) and (c), wherein: (a) Dawson-Webb resides; (b) Davol and Bard regularly conduct business and are involved in contractual relationships; and (c) a substantial amount of the events that give rise to the claims in this lawsuit occurred.

#### **GENERAL ALLEGATIONS**

9. Davol and Bard are in the business of developing, manufacturing and marketing medical devices for hernia surgery, including, but not limited to, the product labeled the Ventralex Hernia Mesh Patch.

10. The Ventralex Hernia Mesh Patch presents and constitutes an unreasonable risk of danger and injury in the following respects:

- a. The Ventralex Hernia Mesh Patch may malfunction after being implanted.
- b. The Ventralex Hernia Mesh Patch was not properly manufactured.
- c. The Ventralex Hernia Mesh Patch was defectively designed.
- d. The Ventralex Hernia Mesh Patch did not perform as safely as an ordinary consumer/patient would expect.
- e. The Ventralex Hernia Mesh Patch was inadequate or insufficient to maintain its integrity during normal use after implantation in the consumer/patient.
- f. Additional defects as discovery and the evidence shall reveal.

11. At all times herein mentioned, Davol and Bard knew, or in the exercise of reasonable care should have known, that the Ventralex Hernia Mesh Patch was not properly manufactured, tested, inspected, packaged, labeled, distributed, marketed, examined, sold, supplied, prepared and/or provided with proper warnings; was not suitable for the purpose it was intended; and was unreasonably likely to injure the products' users. Davol and Bard's Ventralex Hernia Mesh Patches are defective because the product possesses numerous defects, including, but not limited to, the potential for breakage; adhesion; bowel obstruction; malfunction of the memory recoil ring; migration; oxidation; folding over; crumpling; wadding up; hardening; separation; tearing; and splitting. As a result, Ventralex Hernia Mesh Patches are subject to risk of resulting injury.

12. Davol and Bard did not timely or adequately apprise the public and physicians of the defects in the Ventralex Hernia Mesh Patch, despite Davol and Bard's knowledge that the Ventralex Hernia Mesh Patches had failed due to the described defects. Davol and Bard's concealment of a known defect from Dawson-Webb tolls the applicable statute of limitation.

13. Davol and Bard's conduct, as described in this Complaint, amounts to conduct purposely committed, which Davol and Bard must have realized was dangerous, heedless and reckless, without regard to the consequences or the rights and safety of Dawson-Webb.

14. As a direct and proximate cause of Davol and Bard's conduct and the Ventralex Hernia Mesh Patch defect, Dawson-Webb has suffered injuries and will require continual monitoring and care. Accordingly, Dawson-Webb will incur future medical costs related to the Ventralex Hernia Mesh Patch.

15. Specifically, on or about July 15, 2015, a surgeon, Fernando Bayron, MD, performed hernia repair surgery on Dawson-Webb at North Shore Medical Center, Inc., d/b/a Florida Medical Center, a campus of North Shore in Lauderdale Lakes, Florida. Bayron implanted a Ventralex Hernia Mesh Patch, which was manufactured by Davol and Bard, into Dawson-Webb.

16. The Ventralex Hernia Mesh Patch used on Dawson-Webb has caused reported complications in several patients in the State of Florida and other states. Further, the United States Food and Drug Administration ("FDA") has recalled other similar mesh products in 2005, 2006 and on other occasions for the continual failure and adverse health effects associated with the products. The recall and dangers associated with Ventralex Hernia Mesh Patches were unknown to Dawson-Webb at the time of her July 15, 2015, surgery.

17. Following the July 15, 2015, surgery, Dawson-Webb experienced complications because of the technical failure of the Ventralex Hernia Mesh Patch. For example, on or about July 18, 2015, Dawson-Webb complained of nausea, vomiting, an inability to make a bowel movement and other complications. Later, she drove to Florida Medical Center, whose medical staff evaluated that she had a large ventral hernia containing multiple loops of bowel. Dawson-Webb also was informed the Ventralex Hernia Mesh Patch did not take and she would be required to undergo

another surgery. Dawson-Webb subsequently consulted with other surgeons, who confirmed Dawson-Webb needed to undergo: (a) a second hernia surgery to reverse the complications; and (b) plastic surgery to correct the damage to her abdomen. Dawson-Webb has likely suffered further adverse effects that have not been able to be diagnosed at present, but she will likely require significant treatment in the future, including additional surgeries to remove the Ventralex Hernia Mesh Patch and treat future complications.

18. The Ventralex Hernia Mesh Patch implanted in Dawson-Webb were designed, manufactured, sold and distributed by Davol and Bard, and were intended to be used by surgeons for hernia repair surgeries. Davol and Bard represented Ventralex Hernia Mesh Patch to be appropriate and suitable products for such purposes.

19. As a direct and proximate result of Davol and Bard's defective design, manufacture, function and/or inadequate warnings regarding Ventralex Hernia Mesh Patch, Dawson-Webb sustained, and will continue to sustain, injuries and damages due to the technical failure of the Ventralex Hernia Mesh Patch.

**COUNT I**  
**FLORIDA'S UNFAIR AND DECEPTIVE TRADE PRACTICES ACT**

20. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

21. Davol and Bard's actions violated Florida's Unfair and Deceptive Trade Practices Act (Florida Statutes § 501.211, *et seq.*).

22. At all times relevant, Davol and Bard were engaged in the design, manufacturing, assembling, distributing, conveying and or/or selling of the Ventralex Hernia Mesh Patch in their ordinary course of business. Davol and Bard designed, manufactured, assembled and sold the

devices to hospitals and physicians, knowing that they would be sold to patients who needed hernia repair surgery, including Dawson-Webb.

23. Davol and Bard had a statutory duty to refrain from unfair or deceptive acts or practices in the design, development, manufacture, promotion and sale of Ventralex Hernia Mesh Patches. However, Davol and Bard engaged in unfair or deceptive acts that likely would mislead and, in fact, did mislead consumers, including Dawson-Webb.

24. Dawson-Webb is a consumer of the defective product and was injured by Davol and Bard's deceptive and unfair acts.

25. Had Davol and Bard not engaged in the deceptive conduct described above, Dawson-Webb would not have purchased and/or paid for Ventralex Hernia Mesh Patch, would not have incurred related medical costs and would not continue to incur these costs.

26. Davol and Bard's representations and material omissions to patients, physicians and consumers, including, constituted unfair and deceptive acts or practices in violation of the consumer protection statutes of one or more of the states, including Florida.

27. Davol and Bard engaged in wrongful conduct while at the same time obtaining, under false pretenses, substantial sums of money from Dawson-Webb for the Ventralex Hernia Mesh Patch and/or for the costs of removing and/or replacing the Ventralex Hernia Mesh Patch that Dawson-Webb would not have paid had Davol and Bard not engaged in unfair and deceptive conduct.

28. Dawson-Webb was injured by the cumulative and indivisible nature of Davol and Bard's conduct. The purpose of that conduct, directed at patients, physicians and consumers, was to create demand for and to sell Ventralex Hernia Mesh Patches. Each aspect of Davol and Bard's conduct combined to artificially create sales of Ventralex Hernia Mesh Patches.

29. As a direct and proximate result of Davol and Bard's wrongful conduct, Dawson-Webb has incurred, and will likely continue to incur, medical costs relating to the hernia repair product, including medical monitoring and/or other hospital costs, in an amount to be proven at trial.

30. As a direct and proximate result of Davol and Bard's wrongful conduct, Dawson-Webb is entitled to punitive damages, attorneys' fees, and costs of suit.

**COUNT II**  
**NEGLIGENCE**

31. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

32. Davol and Bard were negligent to Dawson-Webb in several respects.

33. For example, Davol and Bard at all times mentioned had a duty under Florida law, as well as the law of other states, to properly manufacture, test, inspect, package, label, distribute, market, examine, maintain, supply, provide proper warnings and prepare for use of the Ventralex Hernia Mesh Patch.

34. Davol and Bard, at all times mentioned, knew or in the exercise of reasonable care should have known that Ventralex Hernia Mesh Patches were of such a nature that they were not properly manufactured, tested, inspected, packaged, labeled, distributed, marketed, examined, sold, supplied, prepared and/or provided with the proper warnings, and were unreasonably likely to injure users of Ventralex Hernia Mesh Patches.

35. Davol and Bard 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 Ventralex Hernia Mesh Patches, that they were dangerous and unsafe for the use and purpose for which they were intended.

36. Davol and Bard were aware of the probable consequences of the hernia repair products. Davol and Bard knew or should have known that Ventralex Hernia Mesh Patches would cause serious injury; they failed to disclose the known or knowable risks associated with the Ventralex Hernia Mesh Patches. Davol and Bard willfully and deliberately failed to avoid those consequences, and in doing so, Davol and Bard acted in conscious disregard for the safety of Dawson-Webb.

37. Davol and Bard owed a duty to Dawson-Webb to adequately warn Dawson-Webb and Dawson-Webb's treating physicians of the risks of failure, migration, oxidation, folding over, crumpling, wadding up, hardening, breakage, separation, tearing and splitting associated with the hernia repair product and the resulting harm and risk it would cause patients.

38. Davol and Bard breached their duty by failing to comply with state and federal regulations concerning the study, testing, design, development, manufacture, inspection, production, advertisement, marketing, promotion, distribution, properly reporting of adverse events to the FDA and/or sale of the Ventralex Hernia Mesh Patch.

39. As a direct and proximate result of the duties breached, Ventralex Hernia Mesh Patch was used in the Dawson-Webb's hernia repair surgery, resulting in Dawson-Webb's suffering pain and harm.

40. As a direct and proximate result of Davol and Bard's negligence, Dawson-Webb has suffered injuries and damages.

41. Davol and Bard conduct in continuing to market, sell and distribute the hernia repair products 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 Davol and Bard and others from similar conduct in the future.

**COUNT III**  
**STRICT LIABILITY**

42. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

43. Davol and Bard are strictly liable to Dawson-Webb due to its actions or inactions.

44. Davol and Bard designed, manufactured, assembled, distributed, conveyed and/or sold Ventralex Hernia Mesh Patches for hernia repair surgery.

45. Ventralex Hernia Mesh Patches were defective because they failed to perform safely and effectively for the purpose they were originally designed.

46. At all times mentioned, the Ventralex Hernia Mesh Patch implanted into Dawson-Webb was substantially in the same conditions as when it left the possession of Davol and Bard.

47. The Ventralex Hernia Mesh Patch implanted into Dawson-Webb was being used in a manner reasonably anticipated at the time it was implanted in Dawson-Webb.

48. Ventralex Hernia Mesh Patches, like the one found in Dawson-Webb, at the time they left the possession of Davol and Bard were inherently dangerous for their intended use and were unreasonably dangerous products that presented and constituted an unreasonable risk of danger and injury to Dawson-Webb as follows:

- a. Ventralex Hernia Mesh Patches were sold in a defective condition by design and manufacture;
- b. Ventralex Hernia Mesh Patches as designed and manufactured were unsafe, as well as were unreasonably dangerous, to Dawson-Webb;

- c. Ventralex Hernia Mesh Patches did not perform safely as an ordinary consumer/patient, like Dawson-Webb, would expect;
- d. Ventralex Hernia Mesh Patches as designed and manufactured were unsafe for their intended use;
- e. Davol and Bard failed to warn the end user about the dangers and risks of the products;
- f. Davol and Bard knew the component parts of Ventralex Hernia Mesh Patches as implemented through design and/or manufacture could cause injury to the end user;
- g. Davol and Bard failed to implement an adequate, safe and effective hernia repair product to withstand the foreseeable stresses they would be subject to during the foreseeable use of the device;
- h. Any other acts or failures to act by Davol and Bard regarding the studying, testing, designing, developing, manufacturing, inspecting, producing, advertising, marketing, promoting, distributing, sale, and / or reporting of adverse events of Ventralex Hernia Mesh Patches for hernia repair surgery as will be learned during discovery.

49. Davol and Bard's conduct in continuing to market, sell and distribute the hernia repair products after obtaining knowledge that they 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 or additional damages for aggravating circumstances in such a sum which will serve to deter Davol and Bard and others from similar conduct in the future.

**COUNT IV**  
**INTENTIONAL INFLICTION OF EMOTION DISTRESS**

50. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

51. Davol and Bard are liable to Dawson-Webb for the intentional infliction of emotional distress in several respects.

52. For example, Dawson-Webb suffered severe emotional distress, which was a result of Davol and Bard's intentional, extreme, outrageous, intentional, willful, and reckless conduct in studying, designing, developing, testing, inspecting, manufacturing, producing, advertising, marketing, promoting, distributing, sale, and/or reporting of adverse events of the hernia repair products for hernia repair surgery.

53. Dawson-Webb suffered severe emotional distress, which was as a result of Davol and Bard's extreme, outrageous, intentional, willful, and reckless conduct in failing to adequately and safely design and construct an effective and safe hernia repair product for hernia repair surgery, in complete and reckless disregard for the safety of Dawson-Webb.

54. Therefore, Davol and Bard are liable to Dawson-Webb. Davol and Bard conduct in continuing to market, sell and distribute the hernia repair product after obtaining knowledge that they 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 that will serve to deter Davol and Bard and others from similar conduct in the future.

**COUNT V**  
**BREACH OF IMPLIED WARRANTY**

55. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

56. Davol and Bard are liable to Dawson-Webb for their breach of implied warranty in several respects.

57. Davol and Bard sold Ventralex Hernia Mesh Patches, which were implanted in Dawson-Webb, who was a foreseeable user of the product.

58. Davol and Bard impliedly warranted to Dawson-Webb, Dawson-Webb's physicians and health care providers, that Ventralex Hernia Mesh Patches were of merchantable quality and safe for the use for which it was intended.

59. Davol and Bard knew or should have known that Ventralex Hernia Mesh Patches at the time of sale were intended to be used for the purpose of surgically implanting them into the body for hernia repair.

60. Dawson-Webb, Dawson-Webb's physicians and health care providers reasonably relied on Davol and Bard's judgment, indications and statements that Ventralex Hernia Mesh Patch was fit for such use.

61. Dawson-Webb's physicians and health care providers used the Ventralex Hernia Mesh Patch in its intended manner when the product was implanted into Dawson-Webb.

62. When Ventralex Hernia Mesh Patches were distributed into the stream of commerce and sold by Davol and Bard, they were unsafe for their intended use, and not of merchantable quality, as warranted by Davol and Bard, 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. Dawson-Webb suffered such injuries and damages because of Davol and Bard's conduct and actions.

**COUNT VI**  
**NEGLIGENT FAILURE TO WARN**

63. Dawson-Webb re-alleges each and every allegation contained in paragraphs 1-19, as if they were fully set forth herein.

64. In the course of business, Davol and Bard designed, manufactured and sold the hernia repair products for hernia surgeries in the hospital where Dawson-Webb's implantation surgery took place.

65. At the time of the design, manufacture and sale of Ventralex Hernia Mesh Patches, and more specifically at the time Dawson-Webb received a Ventralex Hernia Mesh Patch, the hernia repair products were defective and unreasonably dangerous when put to their intended and reasonably anticipated use. Further, Ventralex Hernia Mesh Patches were not accompanied by proper warnings regarding significant adverse consequences associated with the hernia repair product.

66. Davol and Bard failed to provide Dawson-Webb, Dawson-Webb's physicians and health care providers with warnings, labels or instructions of the hernia repair product's dangerous propensities that were known or reasonably scientifically knowable at the time of distribution. The reasonably foreseeable use of the products involved significant dangers not readily obvious to the ordinary user of the products. Davol and Bard failed to warn Dawson-Webb, Dawson-Webb's physicians and health care providers of the known or knowable injuries associated with malfunction of the Ventralex Hernia Mesh Patches.

67. The dangerous and defective conditions in Ventralex Hernia Mesh Patches existed at the time they were delivered by the manufacturer to the distributor. At the time Dawson-Webb

had hernia repair surgery, Ventralex Hernia Mesh Patches were in the same condition as when manufactured, distributed and sold.

68. Dawson-Webb, Dawson-Webb's physicians and health care providers did not know at the time of use of Ventralex Hernia Mesh Patches, nor at any time prior thereto, of the existence of the defects in Ventralex Hernia Mesh Patches.

69. Dawson-Webb suffered the aforementioned injuries and damages as a direct result of Davol and Bard failure to warn.

70. The conduct of Davol and Bard in continuing to market, promote, sell and distribute Ventralex Hernia Mesh Patches after obtaining knowledge that the products were failing and not performing as represented and intended, showed a complete indifference to or conscious disregard for the safety of the others justifying an award in such sum which will serve to deter Davol and Bard and others from similar conduct.

#### **PRAYER FOR RELIEF**

71. WHEREFORE, Dawson-Webb prays for judgment against Davol and Bard as follows:

- a. For all damages available to Dawson-Webb under the law, including, but not limited to, past and future medical; lost wages in the past; loss of wage-earning capacity in the future; pain and suffering in the past and future; mental anguish; and disfigurement;
- b. For all applicable statutory damages available under Florida law or the laws of the States where Ventralex Hernia Mesh Patch was implanted or removed, or the States of residence of Davol and Bard;
- c. For an award of attorneys' fees and costs (pertaining to Count I);

- d. For pre-judgment interest and costs of the suit; and
- e. For such other relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

72. Dawson-Webb, pursuant to Federal Rule of Civil Procedure 38, demands a trial by jury in this action on all issues triable.

Dated: October 13, 2017.

Respectfully submitted,

A large black rectangular redaction covers the signature and name of the party. Below the main redaction, there is a smaller, separate black rectangular redaction.

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Latoya Dawson-Webb

DEFENDANTS Davol, Inc., and C.R. Bard, Inc.

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

County of Residence of First Listed Defendant n/a Rhode Island (IN U.S. PLAINTIFF CASES ONLY)

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

(d) Check County Where Action Arose: [ ] MIAMI-DADE [ ] MONROE [x] BROWARD [ ] PALM BEACH [ ] MARTIN [ ] ST. LUCIE [ ] INDIAN RIVER [ ] OKEECHOBEE [ ] HIGHLANDS

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

- Citizen of This State [x] 1
Citizen of Another State [ ] 2
Citizen or Subject of a Foreign Country [ ] 3
Incorporated or Principal Place of Business In This State [ ] 1
Incorporated and Principal Place of Business In Another State [ ] 2
Foreign Nation [ ] 3
PTF DEF
PTF DEF
PTF DEF

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment
8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

a) Re-filed Case [ ] YES [x] NO b) Related Cases [ ] YES [x] NO

JUDGE n/a DOCKET NUMBER n/a

VII. CAUSE OF ACTION

Personal injury/products liability action based on defective hernia mesh patch LENGTH OF TRIAL via 2 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 75,001 CHECK YES only if demanded in complaint: JURY DEMAND: [x] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE October 13, 2017 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE



AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LATOYA DAWSON-WEBB,

Plaintiff(s)

v.

DAVOL, INC. and  
C.R. BARD, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DAVOL, INC.  
REGISTERED AGENT: CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:



If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LATOYA DAWSON-WEBB,

Plaintiff(s)

v.

DAVOL, INC. and  
C.R. BARD, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) C.R. BARD, INC.  
REGISTERED AGENT: CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:



If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk