UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

CHERYL L. BOWER §
§
Plaintiff, §
§
vs. § CIVIL ACTION NO. '19 - CV - 02462
§
BOSTON SCIENTIFIC CORPORATION; §
§
Defendant. §

PLAINTIFF'S ORIGINAL COMPLAINT

COMES NOW Plaintiff CHERYL L. BOWER and files her Original Complaint, complaining of Defendant Boston Scientific Corporation and in support respectfully shows the Court as follows:

PARTIES AND SERVICE

1. Plaintiff CHERYL L. BOWER is and at all times relevant was a resident and citizen of Lakewood, Jefferson County in the State of Colorado, and received medical treatment at Littleton Adventist Hospital on March 26, 2008 that included the implantation of Defendant Boston Scientific Corporation's transvaginal mesh product, specifically the Advantage Fit System. The surgery was not wholly successful and Plaintiff suffers injuries as a result of the implantation of Boston Scientific Corporation's product.

2. Defendant Boston Scientific Corporation ("BSC" hereafter) is a foreign corporation with its principal place of business in Massachusetts. BSC can be served through its registered agent, Corporation Service Company, 1900 w. Littleton Boulevard, Littleton, CO 80120.

JURISDICTION, VENUE AND MDL PROCEEDINGS

3. Defendant BSC has significant contacts in Colorado such that they are subject to personal jurisdiction. On information and belief, Defendant BSC are and at all relevant times were engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and/or introducing in interstate commerce, either directly or indirectly through third parties or related entities, its products including the pelvic mesh products implanted into Plaintiff. At all relevant times, Defendant BSC conducted regular and sustained business in Colorado by marketing, selling, and distributing their pelvic mesh products. Upon information and belief, at all times relevant, Defendant BSC transacted, solicited, and conducted business in the State of Colorado and derived substantial revenue from such business. At all relevant times, Defendant BSC expected or should have expected that their acts would have consequences within the United States of America, including the State of Colorado.

4. Plaintiff is seeking damages in excess of $75,000. Subject matter jurisdiction is proper pursuant to 28 U.S.C. § 1332.

FACTS

The Pelvic Mesh Products

5. Defendant BSC developed technology to treat conditions related to the pelvic health of women, primarily stress urinary incontinence ("SUI"), but also pelvic organ prolapse ("POP"). The synthetic mesh is purported to remedy SUI or POP by implantation of polypropylene mesh transvaginally inside the pelvic region of a woman's body.

6. Defendant BSC's "SUI" products are targeted at women who suffer from pain, discomfort, and stress urinary incontinence as a result of weakening or damage to the urethra. Defendant BSC's "POP" products are represented by Defendant BSC to correct and restore normal vaginal structure by implantation of polypropylene mesh in the vaginal wall tethered in place in the pelvis. Defendant BSC's products are specifically promoted to physicians and patients as innovative, involving minimally invasive procedures with minimal local tissue reactions, minimal tissue trauma, and minimal pain while correcting pelvic organ prolapse and stress urinary incontinence.

7. At all times relevant herein, Defendant BSC engaged in the business of placing medical devices into the stream of commerce by designing, manufacturing, marketing, packaging, labeling, and selling such devices, including the products implanted into Plaintiff's pelvic area.

8. Prior to the implantation of the products at issue in this claim, some or all of the Defendant BSC sought and obtained Food and Drug Administration ("FDA") clearance (not approval) to market their pelvic or transvaginal mesh products under Section 510(k) of the Medical Device Amendment to the Food, Drug and Cosmetics Act. Section 510(k) allows marketing of medical devices if the device is deemed "substantially equivalent" to other legally marketed predicate devices marketed prior to May 28, 1976. No formal review for safety or efficacy is required.

9. Despite claims that the polypropylene mesh in pelvic mesh products is inert, the scientific evidence and literature show that this material is biologically incompatible with human tissue and promotes an immune response. This immune response promotes degradation

of the pelvic tissue and can contribute to the formation of severe adverse reactions to the mesh. Certain information was available in the medical literature regarding the dangers of polypropylene mesh and manufacturers and physicians should have been aware of this literature, including:

a. Shrinkage and bacteria lead to an evolving process and increased erosion. (Klinge U. Eur J Surg 1998; 164:965, Jacquelin B. Int Urogyn J 2009; 20:893, Tunn R. Ultrasound Obstetrics Gynecol2007; 29:449).

b. Polypropylene mesh has long been known to shrink. This is well supported by the literature. (Klinge U. Eur J Surg 1998; 164:965, Jacquetin B. Int Urogyn J 2009; 20:893, Tunn R. Ultrasound Obstetrics Gynecol 2007; 29:449). By 1998, polypropylene mesh was known to shrink 30-50%. This was subsequently confirmed in 2007. (Klinge U. Eur J Surg 1998; 164:965, Jacquelin B. Int Urogyn J 2009; 20:893, Tunn R. Ultrasound Obstetrics Gynecol 2007; 29:449). Predominate infection/inflammation was noted in 2007 in explanted polypropylene samples. (Yahi Y. Int Urogyn J 2007; 18(Suppi1):S149).

c. The weave of the mesh produces very small interstices which allow bacteria to enter and to hide from the host defenses designed to eliminate them. The bacteria can secrete an encasing slime (biofilm) which further serves to protect them from destruction by white blood cells and macrophages. (Osterberg B. ActaChirScand1979; 145:431, Merritt K. J BiomatAppl 1991; 5:185, An Y. J Biomed Mater Res (ApplBiomat) 1998; 43:338).

d. The large surface area promotes wicking of fluids and bacteria which provides a safe haven for bacteria which attach themselves to the mesh during the insertion process. (Mahmoud W. J Biomat Sci Polymer Ed 1996; 7:751, Klinge U. J Biomed Mater Res 2002; 63:765, Vollebregt A. Int Urogyn J 2009; 20:1345).

e. The size of the mesh placed equates to a large surface area with many places for bacteria to hide while being protected from host defenses. (Mahmoud W. J Biornat Sci Polymer Ed 1996; 7:751, Klinge U. J Biomed Mater Res 2002; 63:765, Vollebregt A. Int Urogyn J 2009; 20:1345).

f. Polypropylene is impure: There is no such thing as pure polypropylene. Polypropylene contains about 15 additional compounds which are leached from the polypropylene and are toxic to tissue which enhances the inflammatory reaction and the intensity of fibrosis. (Stemschuss G. J Urol 2012; May 12 epub, Frostling H. Scand J Work Environ Health 1984; 10:163).

g. Prolene™ (polypropylene) was shown to be not inert in 1986 and again in 2003 with flaking and fissuring demonstrated by scanning electron microscopy which leads to degradation and release of toxic compounds. This enhances the inflammatory and fibrotic reactions. (Coda A. Hernia 2003; 7:29, Jongebloed WL. Doc Ophth 1986; 64:143-52).

h. With the loss of polypropylene due to degradation, the surface area is greatly increased thus providing greater areas for bacterial adherence and more elution of toxic compounds from the polypropylene and also the freed toxic

polypropylene itself, all of which increases the inflammatory reaction and intensity of fibrosis. (Jongebloed W. Doc Ophth 1986; 64:143, Stemschuss G. J Urol 2012; May 12 epub, Clave A. Int Urogyn J 2010; 21:261).

10. Defendant BSC marketed and sold their pelvic mesh products through carefully planned, multifaceted marketing campaigns and strategies. These campaigns and strategies include, but are not limited to, aggressive marketing and the provision of valuable cash and non-cash benefits to healthcare providers. Defendant BSC also utilized documents, patient brochures, and websites, offering exaggerated and misleading expectations as to the safety and utility of these products.

11. Contrary to the representations and marketing of Defendant BSC, their pelvic mesh products have high failure, injury, and complication rates, fail to perform as intended, require frequent and often debilitating revision surgeries, and have caused severe and irreversible injuries, conditions, and damage to a significant number of women, including Plaintiff. The defects stem from many issues, including:

a. the use of polypropylene material in the pelvic mesh products and the immune reaction that results;

b. the design of the pelvic mesh products to be inserted transvaginally into an area of the body with high levels of pathogens that adhere to the mesh, which can cause immune reactions and subsequent tissue breakdown;

c. the contraction or shrinkage of the mesh;

d. biomechanical issues with the design of the mesh that create strong amounts of friction between the mesh and the underlying tissue that subsequently cause that tissue to degrade;

e. the use and design of anchors in some of the pelvic mesh products that when placed correctly are likely to pass through and injure major nerve routes in the pelvic region;

f. degradation of the mesh itself over time which causes the internal tissue to degrade;

g. the welding of the mesh itself during production, which creates a toxic substance that contributes to the degradation of the mesh and host tissue;

h. the design of the trocars (devices used to insert the pelvic mesh products into the vagina and into the pelvic region) requires tissue penetration in nerve-rich environments, which results frequently in the destruction of nerve endings; and

i. the use of component material not intended for implantation into the human body, especially long term.

12. Upon information and belief, Defendant BSC has underreported and withheld information about the propensity of their pelvic mesh products to fail and cause injury and complications, and have misrepresented the efficacy and safety of these products, through various means and media, actively and intentionally misleading the public.

13. Despite the chronic underreporting of adverse events associated with the pelvic mesh products, enough complaints were recorded for the Food and Drug Administration to issue a public health notification regarding the dangers of these devices.

14. On October 20, 2008, the FDA issued a Public Health Notification that described over a thousand complaints (otherwise known as "adverse events") that had been reported over a three-year period relating to the pelvic mesh products and other similar products.

15. On July 13, 2011, the FDA issued a Safety Communication entitled, "UPDATE on Serious Complications Associated with Transvaginal Placement of Surgical Mesh for Pelvic Organ Prolapse." Therein, the FDA advised that it had conducted an updated analysis of adverse events reported to the FDA and complications reported in the scientific literature and concluded that surgical mesh used in transvaginal repair of pelvic organ prolapse was an area of **"continuing serious concern."** (emphasis added) The FDA concluded that serious complications associated with surgical mesh for transvaginal repair of pelvic organ prolapse were "not rare." These serious complications include, but are not limited to, neuromuscular problems, vaginal scarring/shrinkage, and emotional problems. Many of the serious complications required medical and surgical treatment and hospitalization. The FDA concluded that it was not clear that transvaginal repair of pelvic organ prolapse and stress urinary incontinence with mesh kits was more effective than traditional non-mesh repair of these conditions. The FDA conducted a systematic review of the published scientific literature from 1996 to 2011 and concluded that transvaginal pelvic organ prolapse repair with mesh "does not improve symptomatic results or quality of life over traditional non mesh repair." In the July 13, 2011 Safety Communication, the FDA concluded that "a mesh procedure may put the patient at risk for requiring additional surgery or for the development of new complications. Removal of the mesh due to mesh complications may involve multiple surgeries and significantly impair the patient's quality of life. Complete removal of mesh may not be possible."

16. Defendant BSC further knew or should have known the following:

a. that some of the predicate devices for their pelvic mesh products had high failure and complication rates, resulting in the recall of some of these predicate devices;

b. that there were and are significant differences between the pelvic mesh products and some or all of the predicate devices, rendering them unsuitable for designation as predicate devices;

c. that these significant differences render the disclosures to the FDA incomplete and misleading; and

d. that the pelvic mesh products were and are causing numerous patients severe injuries and complications.

17. Defendant BSC failed to perform or rely on proper and adequate testing and research in order to determine and evaluate the risks and benefits of their pelvic mesh products.

18. Defendant BSC failed to design and establish a safe, effective procedure for removal of the pelvic mesh products; thus, in the event of a failure, injury, or complications, it is impossible to easily and safely remove their pelvic mesh products.

19. Feasible and suitable alternative designs as well as suitable alternative procedures and instruments for repair of pelvic organ prolapse and stress urinary incontinence have existed at all times relevant to this matter.

20. The Defendant BSC's pelvic mesh products were at all times utilized and implanted in a manner foreseeable to Defendant BSC as Defendant BSC generated the instructions for use, created the procedures for implanting the devices, and trained the implanting physicians.

21. Defendant BSC provided incomplete and insufficient training and information to physicians to increase the number of physicians utilizing their pelvic mesh products, and thus increase the sales of these products.

22. The pelvic mesh product implanted into Plaintiff were in the same or substantially similar condition as they were when each left the possession of Defendant BSC, as well as being used in the condition directed by and expected by Defendant BSC.

23. The injuries, conditions, and complications suffered by women, including Plaintiff, who have been implanted with pelvic mesh products include, but are not limited to, mesh erosion, mesh contraction, infection, fistula, inflammation, scar tissue, organ perforation, dyspareunia (pain during sexual intercourse), blood loss, acute and chronic nerve damage and pain, pudendal nerve damage, pelvic floor damage, chronic pelvic pain, urinary and fecal incontinence, and prolapse of organs. In many cases, these women have been forced to undergo intensive medical treatment, including, but not limited to, the use of pain control and other medications, injections into various areas of the pelvis, spine, and the vagina, and surgeries to remove portions of the female genitalia, to locate and remove mesh, and to attempt to repair pelvic organs, tissue, and nerve damage.

24. At all relevant times herein, Defendant BSC continued to promote pelvic mesh products as safe and effective even when no clinical trials had been done supporting long or short term efficacy.

25. At all relevant times herein, Defendant BSC failed to provide sufficient warnings and instructions that would have put Plaintiff, her physicians, and the public on notice of the dangers and adverse effects caused by implantation of their pelvic mesh products.

26. Their pelvic mesh products were defective as marketed due to inadequate warnings, instructions, labeling, and/or inadequate testing.

COUNT I

NEGLIGENCE

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

28. Defendant BSC had a duty to exercise reasonable and ordinary care in the manufacture, design, labeling, instructions, warnings, sale, marketing, and distribution of their pelvic mesh products, and recruitment and training of physicians to implant their pelvic mesh products.

29. Defendant BSC had a duty of care under Colorado law to undertake reasonable measures to market a safe product. This duty also included knowing the potential risks of their pelvic mesh products when marketed for foreseeable uses.

30. Defendant BSC breached their duty of care to the Plaintiff; as aforesaid, in the manufacture, design, labeling, warnings, instructions, sale, marketing, distribution, and recruitment and training of physicians to implant their pelvic mesh products.

31. As a proximate result of Defendant BSC's design, manufacture, labeling, marketing, sale, and distribution of their pelvic mesh products, Plaintiff has been injured, sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendant BSC, and requests compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

COUNT II

PRODUCTS LIABILITY - DESIGN DEFECT

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

33. At the time of Plaintiff's injuries, Defendant BSC's pelvic mesh products were in a defective condition because, at the time they were conveyed by Defendant BSC to another party, their products were in a condition that rendered them unreasonably dangerous as designed, taking into consideration the utility of the products and the risk involved in their use, and for which there was a safer alternative design that would have prevented or significantly reduced the risk of the injury in question without substantially impairing the products' utility and was economically and technologically feasible at the time the products left the control of Defendant BSC by the application of existing or reasonably achievable scientific knowledge.

34. As a proximate result of Defendant BSC's design, manufacture, marketing, sale, and distribution of their pelvic mesh products, Plaintiff has been injured, catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendant BSC, and requests compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

COUNT III

PRODUCTS LIABILITY - FAILURE TO WARN

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

36. Under Colorado law, a product is defective if the manufacturer fails to give warnings or instructions for use that adequately inform the user of any specific risk of harm that may be involved in any intended or reasonably expected use.

37. Defendant BSC failed to properly and adequately warn and instruct the Plaintiff and her health care providers as to the proper candidates for use of Defendant BSC's pelvic mesh products, and the safest and most effective methods of implantation and use of Defendant BSC's pelvic mesh products. Defendant BSC failed to properly package or label their products to give reasonable warnings of danger about the product to Plaintiff and her health care providers.

38. Defendant BSC failed to properly and adequately warn and instruct the Plaintiff and her health care providers as to the dangers of Defendant BSC's pelvic mesh products, given the Plaintiff's conditions and need for information.

39. Defendant BSC failed to properly and adequately warn and instruct the Plaintiff and her health care providers with regard to the inadequate research and testing of their pelvic mesh products, and the complete lack of a safe, effective procedure for removal of their pelvic mesh products.

40. As a proximate result of Defendant BSC's design, manufacture, marketing, sale, and distribution of their pelvic mesh products, Plaintiff has been injured, catastrophically, and sustained

severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

41. Defendant BSC are strictly liable in tort to the Plaintiff for their wrongful conduct.

WHEREFORE, Plaintiff demands judgment against Defendant BSC of compensatory damages, interest, attorneys' fees, costs of suit, and such further relief as the Court deems equitable and just.

COUNT IV

BREACH OF EXPRESS WARRANTY

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

43. At all relevant and material times, Defendant BSC manufactured, distributed, advertised, promoted, and sold pelvic mesh products.

44. At all relevant times, Defendant BSC intended that their pelvic mesh products be used in the manner that Plaintiff in fact used them and Defendant BSC expressly warranted that each product was safe and fit for use by consumers, that they were of merchantable quality, that their side effects were minimal and comparable to other pelvic mesh products, and that they were adequately tested and fit for their intended use.

45. At all relevant times, Defendant BSC was aware that consumers, including Plaintiff, would use their pelvic mesh products; which is to say that Plaintiff was a foreseeable user of Defendant BSC's pelvic mesh products.

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

47. Defendant BSC's pelvic mesh products were expected to reach and did in fact reach consumers, including Plaintiff and her implanting physicians, without substantial change in the condition in which they were manufactured and sold by Defendant BSC.

48. Defendant BSC breached various express warranties with respect to their pelvic mesh products including the following particulars:

(a) Defendant BSC represented to Plaintiff and her physicians and healthcare providers through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that their pelvic mesh products were safe and fraudulently withheld and concealed information about the substantial risks of serious injury associated with using the pelvic mesh products;

(b) Defendant BSC represented to Plaintiff and her physicians and healthcare providers that their pelvic mesh products were as safe, and/or safer than other alternative procedures and devices and fraudulently concealed information, which demonstrated that the products were not safer than alternatives available on the market; and

(c) Defendant BSC represented to Plaintiff and her physicians and healthcare providers that their pelvic mesh products were more efficacious than other alternative medications and fraudulently concealed information, regarding the true efficacy of the products.

49. In reliance upon Defendant BSC's express warranty, Plaintiff was implanted with the Defendant BSC's pelvic mesh products as prescribed and directed, and therefore, in the foreseeable manner normally intended, recommended, promoted, and marketed by Defendant BSC.

50. At the time of making such express warranties, Defendant BSC knew or should have known that the their pelvic mesh products did not conform to these express representations because their pelvic mesh products were not safe and had numerous serious side effects, many of which Defendant BSC did not accurately warn about, thus making their pelvic mesh products unreasonably unsafe for their intended purpose.

51. 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 BSC in connection with the use recommendation, description, and/or dispensing of their pelvic mesh products.

52. Defendant BSC breached their express warranties to Plaintiff in that Defendant BSC's pelvic mesh products were not of merchantable quality, safe and fit for their intended uses, nor were they adequately tested.

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

WHEREFORE, Plaintiff demands judgment against Defendant BSC, and requests compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

COUNT V

BREACH OF IMPLIED WARRANTY

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

55. At all relevant and material times, Defendant BSC manufactured, distributed, advertised, promoted, and sold pelvic mesh products.

56. At all relevant times, Defendant BSC intended that their pelvic mesh products be implanted for the purposes and in the manner that Plaintiff or Plaintiff's implanting physicians in fact used them and Defendant BSC impliedly warranted each product to be of merchantable quality, safe and fit for such use, and were not adequately tested.

57. Mesh were aware that consumers, including Plaintiff or Plaintiff's physicians, would implant their pelvic mesh products in the manner directed by the instructions for use; which is to say that Plaintiff was a foreseeable user of the pelvic mesh products.

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

59. Defendant BSC's pelvic mesh products were expected to reach and did in fact reach consumers, including Plaintiff or Plaintiff's physicians, without substantial change in the condition in which they were manufactured and sold by Defendant BSC.

60. Defendant BSC breached various implied warranties with respect to the Defendant BSC's pelvic mesh products, including the following particulars:

(a) Defendant BSC represented through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that their pelvic mesh products were safe and fraudulently withheld and concealed information about the substantial risks of serious injury associated with using the pelvic mesh products;

(b) Defendant BSC represented that their pelvic mesh products were safe, and/or safer than other alternative devices or procedures and fraudulently concealed information,

which demonstrated that Defendant BSC's pelvic mesh products were not as safe or safer than alternatives available on the market; and

(c) Defendant BSC represented that their pelvic mesh products were more efficacious than alternative pelvic mesh products and procedures and fraudulently concealed information, regarding the true efficacy of the pelvic mesh products.

61. In reliance upon Defendant BSC's implied warranty, Plaintiff used their pelvic mesh products as prescribed and in the foreseeable manner normally intended, recommended, promoted, and marketed by Defendant BSC.

62. Defendant BSC breached their implied warranty to Plaintiff in that their pelvic mesh products were not of merchantable quality, safe and fit for their intended use, or adequately tested.

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

WHEREFORE, Plaintiff demands judgment against Defendant BSC, and requests compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

COUNT VI

DISCOVERY RULE AND FRAUDULENT CONCEALMENT

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

65. Plaintiff pleads that the discovery rule should be applied to toll the running of the statute of limitations until Plaintiff knew, or through the exercise of reasonable care and diligence

should have known, of facts indicating that Plaintiff had been injured, the cause of the injury, and the tortuous nature of the wrongdoing that caused the injury.

66. Despite diligent investigation by Plaintiff into the cause of her injuries, including consultations with Plaintiff's medical providers, the nature of Plaintiff's injuries and damages and their relationship to the pelvic mesh products were not discovered, and through reasonable care and due diligence could not have been discovered, until a date within the applicable statute of limitations for filing Plaintiff's claims. Therefore, under appropriate application of the discovery rule, Plaintiff's suit was filed well within the applicable statutory limitations period.

67. Defendant BSC are estopped from asserting a statute of limitations defense because Defendant BSC fraudulently concealed from Plaintiff the nature of Plaintiff's injuries and the connection between the injuries and Defendant BSC's tortious conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant BSC, 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:

i. Compensatory damages to Plaintiff for past, present, and future damages, including, 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;

ii. Reasonable attorneys' fees;

iii. The costs of these proceedings;

iv. All ascertainable economic damages; and

vi. Such other and further relief as this Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Dated: 8/29/2019

Respectfully submitted,

By: C J Bowen

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