**IN THE UNITED STATES DISTRICT COURT**

**FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

|  |  |  |
| --- | --- | --- |
| **IN RE: PHILIPS RECALLED CPAP,****BI-LEVEL PAP, AND MECHANICAL****VENTILATOR PRODUCTS LITIGATION****This Document Relates to:****[Plaintiff Name(s)]** | **:****:****:****:****:****:****:** | **Master Docket: Misc. No. 21-mc-1230-JFC****MDL No. 3014****SHORT FORM COMPLAINT FOR PERSONAL INJURIES, DAMAGES, AND DEMAND FOR JURY TRIAL** |

Plaintiff(s) incorporate(s) by reference the Second Amended Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial filed in *In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL No. 3014, Master Docket Misc. No. 21-mc-1230 (the “Master Long Form Complaint”). This Short Form Complaint adopts the allegations, claims, and requested relief as set forth in the Master Long Form Complaint. As necessary herein, Plaintiff(s) may include: (a) additional claims and allegations against Defendants; and/or (b) additional claims and allegations against other Defendants not listed in the Master Long Form Complaint.

Plaintiff(s) further allege(s) as follows:

**I. DEFENDANTS**

1. Plaintiff(s) name(s) the following Defendants in this action:

\_\_\_\_\_\_ Koninklijke Philips N.V.

\_\_\_\_\_\_ Philips North America LLC.

\_\_\_\_\_\_ Philips RS North America LLC.

\_\_\_\_\_\_ Philips Holding USA Inc.

\_\_\_\_\_\_ Philips RS North America Holding Corporation.

 \_\_\_\_\_\_ Polymer Technologies, Inc.

 \_\_\_\_\_\_ Polymer Molded Products LLC.

**II. PLAINTIFF(S)**

2. Name of Plaintiff(s):

3. Name of spouse of Plaintiff (if loss of consortium claim is being made):

4. Name and capacity (*i.e.*, executor, administrator, guardian, conservator, etc.) of other Plaintiff, if any:

5. State(s) of residence of Plaintiff(s) (if the Recalled Device user is deceased, residence at the time of death):

**III. DESIGNATED FORUM**

6. Identify the forum (United States District Court and Division) in which the Plaintiff would have filed in the absence of direct filing:

**IV. USE OF A RECALLED DEVICE**

7. Plaintiff used the following Recalled Device(s):

|  |  |
| --- | --- |
| [ ]  *E30 (Emergency Use Authorization)* [ ]  *DreamStation ASV*[ ]  *DreamStation ST, AVAPS*[ ]  *SystemOne ASV4*[ ]  *C-Series ASV*[ ]  *C-Series S/T and AVAPS*[ ]  *OmniLab Advanced +*[ ]  *SystemOne (Q-Series)*[ ]  *DreamStation*[ ]  *DreamStation Go*[ ]  *Dorma 400* | [ ]  *Dorma 500*[ ]  *REMstar SE Auto*[ ]  *Trilogy 100*[ ]  *Trilogy 200*[ ]  *Garbin Plus, Aeris, LifeVent*[ ]  *A-Series BiPAP Hybrid A30 (not marketed in U.S.)*[ ]  *A-Series BiPAP V30 Auto*[ ]  *A-Series BiPAP A40*[ ]  *A-Series BiPAP A30*[ ]  *Other Philips Respironics Device*; if other, identify the model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**V. INJURIES**

8. Plaintiff alleges the following physical injuries as a result of using a Recalled Device together with the attendant symptoms and consequences associated therewith:

 [ ]  COPD (new or worsening)

[ ]  Asthma (new or worsening)

[ ]  Pulmonary Fibrosis

[ ]  Other Pulmonary Damage/Inflammatory Response

[ ]  Cancer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify cancer)

 [ ]  Kidney Damage

 [ ]  Liver Damage

 [ ]  Heart Damage

 [ ]  Death

 [ ]  Other (specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VI. CAUSES OF ACTION/DAMAGES**

9. As to Koninklijke Philips N.V., Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

\_\_\_\_\_\_ Count VI (1): Negligent Failure to Recall

\_\_\_\_\_\_ Count VI (2): Negligent Recall

\_\_\_\_\_\_ Count VII: Battery

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

\_\_\_\_\_\_ Count X: Breach of Express Warranty

\_\_\_\_\_\_ Count XI: Breach of the Implied Warranty of Merchantability

\_\_\_\_\_\_ Count XII: Breach of the Implied Warranty of Usability

\_\_\_\_\_\_ Count XIII: Fraud

\_\_\_\_\_\_ Count XIV: Negligent Misrepresentation

\_\_\_\_\_\_ Count XV: Negligence Per Se

\_\_\_\_\_\_ Count XVI: Consumer Fraud and/or Unfair and Deceptive

 Practices Under State Law

 State(s) at issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

10. As to Philips North America LLC, Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

\_\_\_\_\_\_ Count VI (1): Negligent Failure to Recall

\_\_\_\_\_\_ Count VI (2): Negligent Recall

\_\_\_\_\_\_ Count VII: Battery

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

\_\_\_\_\_\_ Count X: Breach of Express Warranty

\_\_\_\_\_\_ Count XI: Breach of the Implied Warranty of Merchantability

\_\_\_\_\_\_ Count XII: Breach of the Implied Warranty of Usability

\_\_\_\_\_\_ Count XIII: Fraud

\_\_\_\_\_\_ Count XIV: Negligent Misrepresentation

\_\_\_\_\_\_ Count XV: Negligence Per Se

\_\_\_\_\_\_ Count XVI: Consumer Fraud and/or Unfair and Deceptive

 Practices Under State Law

 State(s) at issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

11. As to Philips RS North America LLC, Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

\_\_\_\_\_\_ Count VI (1): Negligent Failure to Recall

\_\_\_\_\_\_ Count VI (2): Negligent Recall

\_\_\_\_\_\_ Count VII: Battery

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

\_\_\_\_\_\_ Count X: Breach of Express Warranty

\_\_\_\_\_\_ Count XI: Breach of the Implied Warranty of Merchantability

\_\_\_\_\_\_ Count XII: Breach of the Implied Warranty of Usability

\_\_\_\_\_\_ Count XIII: Fraud

\_\_\_\_\_\_ Count XIV: Negligent Misrepresentation

\_\_\_\_\_\_ Count XV: Negligence Per Se

\_\_\_\_\_\_ Count XVI: Consumer Fraud and/or Unfair and Deceptive

 Practices Under State Law

 State(s) at issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

12. As to Philips Holding USA Inc., Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

\_\_\_\_\_\_ Count VI (1): Negligent Failure to Recall

\_\_\_\_\_\_ Count VI (2): Negligent Recall

\_\_\_\_\_\_ Count VII: Battery

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

\_\_\_\_\_\_ Count X: Breach of Express Warranty

\_\_\_\_\_\_ Count XI: Breach of the Implied Warranty of Merchantability

\_\_\_\_\_\_ Count XII: Breach of the Implied Warranty of Usability

\_\_\_\_\_\_ Count XIII: Fraud

\_\_\_\_\_\_ Count XIV: Negligent Misrepresentation

\_\_\_\_\_\_ Count XV: Negligence Per Se

\_\_\_\_\_\_ Count XVI: Consumer Fraud and/or Unfair and Deceptive

 Practices Under State Law

 State(s) at issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

13. As to Philips RS North America Holding Corporation, Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

\_\_\_\_\_\_ Count VI (1): Negligent Failure to Recall

\_\_\_\_\_\_ Count VI (2): Negligent Recall

\_\_\_\_\_\_ Count VII: Battery

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

\_\_\_\_\_\_ Count X: Breach of Express Warranty

\_\_\_\_\_\_ Count XI: Breach of the Implied Warranty of Merchantability

\_\_\_\_\_\_ Count XII: Breach of the Implied Warranty of Usability

\_\_\_\_\_\_ Count XIII: Fraud

\_\_\_\_\_\_ Count XIV: Negligent Misrepresentation

\_\_\_\_\_\_ Count XV: Negligence Per Se

\_\_\_\_\_\_ Count XVI: Consumer Fraud and/or Unfair and Deceptive

 Practices Under State Law

 State(s) at issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

14. As to Polymer Technologies, Inc., Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

15. As to Polymer Molded Products LLC, Plaintiff(s) adopt(s) the following claims asserted in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial, and the allegations and prayer for relief with regard thereto, as set forth therein:

\_\_\_\_\_\_ Count I: Negligence

\_\_\_\_\_\_ Count II: Strict Liability: Design Defect

\_\_\_\_\_\_ Count III: Negligent Design

\_\_\_\_\_\_ Count IV: Strict Liability: Failure to Warn

\_\_\_\_\_\_ Count V: Negligent Failure to Warn

 Count VIII: [DISMISSED]

 Count IX: [DISMISSED]

 Count XVII: [DISMISSED]

\_\_\_\_\_\_ Count XVIII: Loss of Consortium

\_\_\_\_\_\_ Count XIX: Survivorship and Wrongful Death

\_\_\_\_\_\_ Count XX: Medical Monitoring

 Count XXI: [DISMISSED]

\_\_\_\_\_\_ Count XXII: Other [specify below]

\_\_\_\_\_\_ Count XXIII: Violations of Connecticut Product Liability Act

\_\_\_\_\_\_ Count XXIV: Violations of Indiana Product Liability Act

\_\_\_\_\_\_ Count XXV: Violations of Kansas Product Liability Act

\_\_\_\_\_\_ Count XXVI: Violations of Louisiana Product Liability Act

\_\_\_\_\_\_ Count XXVII: Violations of Mississippi Product Liability Act

\_\_\_\_\_\_ Count XXVIII: Violations of New Jersey Product Liability Act

\_\_\_\_\_\_ Count XXIX: Violations of Ohio Product Liability Act

\_\_\_\_\_\_ Count XXX: Violations of Tennessee Product Liability Act

In accordance with Tenn. Code Ann. § 29-28-107, Plaintiffs demand judgment in the amount of $\_\_\_\_\_\_\_\_\_, or such sum as the jury determines, against Philips and PolyTech, and for punitive damages in the amount of $\_\_\_\_\_\_\_\_\_\_ against Philips and PolyTech, or such sum as the jury determines, and request medical monitoring, interest, costs of suit, attorneys’ fees, and such other relief as the Court deems equitable and just.

\_\_\_\_\_\_ Count XXXI: Violations of Washington Product Liability Act

\_\_\_\_\_\_ Economic Loss Claim

 Only Plaintiffs who submitted on or before February 7, 2023 a valid request for exclusion from the Amended Class Settlement Agreement and Release of Economic Loss Claims may assert an Economic Loss Claim as defined in the Settlement.

16. If additional claims against the Defendants identified in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial are alleged above, the additional facts, if any, supporting these allegations must be pleaded. Plaintiff(s) assert(s) the following additional factual allegations against the Defendants identified in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial:

17. Plaintiff(s) contend(s) that additional parties may be liable or responsible for Plaintiff(s)’ damages alleged herein. Such additional parties, who will be hereafter referred to as Defendants, are as follows (must name each Defendant and its citizenship):

18. Plaintiff(s) assert(s) the following additional claims and factual allegations against other Defendants named in Paragraph 17 above:

WHEREFORE, Plaintiff(s) pray(s) for relief and judgment against Defendants and all such further relief that this Court deems equitable and just as set forth in the Master Long Form Complaint for Personal Injuries, Damages and Demand for Jury Trial and any additional relief to which Plaintiff(s) may be entitled.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [FIRM]