

EXHIBIT "A"

**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	:	Master Docket: Misc. No. 21-mc-1230-JFC
	:	
	:	MDL No. 3014
	:	
This Document Relates to:	:	SHORT FORM COMPLAINT FOR
	:	PERSONAL INJURIES, DAMAGES,
	:	AND DEMAND FOR JURY TRIAL
[Plaintiff Name(s)]		

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):

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

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]