IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MICHAELE HARGROVE, Plaintiff, vs. C.R. BARD, INC. DAVOL, INC., AND BECTON, DICKINSON AND COMPANY, Defendants.	)	Case No: Removed from the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois Case No. 2025LA000934

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants C. R. Bard, Inc., Davol Inc., and Becton, Dickinson and Company (collectively, "Bard") hereby remove this action captioned *Michaele Hargrove v. C. R. Bard, Inc. et al.*, Case No. 2025LA000934, from the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois, to the United States District Court for the Northern District of Illinois. Complete diversity of citizenship exists between the properly named parties, and the amount in controversy exceeds $75,000, exclusive of interests and costs. In support of removal, the Bard further states:

I. PROCEDURAL BACKGROUND AND RELEVANT FACTS

1. On July 24, 2025, a civil action was commenced by Plaintiff Michaele Hargrove, ("Plaintiff") in the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois, by the filing of a Complaint captioned *Michaele Hargrove v. C. R. Bard, Inc.*, *et al.,* Case No. Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois Case No. 2025LA000934. (the "Complaint").

2. C. R. Bard, Inc. was served with the Summons and Complaint on July 28, 2025.

3. Davol Inc., ("Davol") wrongfully named as "Davol, Inc.," was served with the Summons and Complaint on July 31, 2025.

4. Becton, Dickinson and Company ("BD") has not yet been served with the Summons and Complaint, as of the time of this filing.

5. Under 28 U.S.C. § 1446(b)(1), "all defendants who have been properly joined and served must join in or consent to the removal of the action." C. R. Bard, Inc., the only properly joined and served defendant, consents to the removal of this action. Davol Inc. and Becton, Dickinson and Company, although not served, also consent.

6. All of the properly joined and served defendants consent to the removal of this action.

7. This action involves allegations relating to a Ventralex ST Hernia Patch hernia repair device, which Plaintiff alleges was manufactured and sold by Bard.[1] *See* Complaint at ¶¶ 5, 12. Plaintiff alleges she "underwent hernia repair surgery on August 1, 2019 at Elmhurst Hospital in Illinois," to repair a ventral/incisional hernia. *Id*. at ¶¶ 5, 59. Plaintiff further alleges on July 25, 2023, Plaintiff underwent additional surgical intervention," to repair a "recurrent ventral hernia . . . [with removal of] dense adhesions . . . [and] small bowel attachments . . . [that] had to just be cut off and freed completely." *Id*. at ¶ 60. The Complaint claims as a result of the implant with the Bard hernia repair device Plaintiff "experienced and/or currently experiences chronic pain, which have impaired daily activities. *Id.* at ¶ 61. Plaintiff alleges that, as a result of purported defects in the Ventralex ST hernia repair device, Plaintiff "suffered, and continues to suffer, injuries and damages, including: past, present and future physical and mental pain and

[1] Bard does not admit any liability or waive any defenses in removing this action, including with respect to product identification. The device allegedly at issues in this case is referenced in the Complaint as the "Ventralex ST Hernia Patch," the "Ventralex ST Henia Patch" and the "Ventralex ST Patch." For purposes of this filing, Bard takes these references to refer to the medical device known as the Ventralex ST Hernia Patch.

suffering; physical disabilities; and past, present, and future medical, hospital, rehabilitative, and pharmaceutical expenses; as well as other related damages."[2] Compl. at ¶ 63.

8. Plaintiff asserts strict liability failure to warn against Bard and seeks punitive damages. *Id*. at ¶¶ 75-99 & 100.

9. No previous request has been made for the relief requested herein.

10. No party in interest properly joined and served as a defendant in this action is a citizen of the state (Illinois) in which this action was brought. *See* 28 U.S.C. § 1441(b).

11. The United States District Court for the Northern District of Illinois comprises the county in which this matter is now pending (DuPage County, Illinois) and thus, pursuant to 28 U.S.C. § 1441(a) and 28 U.S.C. § 93(a)(1), venue is proper.

II. THIS NOTICE OF REMOVAL IS TIMELY

12. This Notice of Removal is filed within 30 days after Bard's receipt, through service or otherwise, of the initial pleading setting forth a claim for relief upon which this action is based. *See* 28 U.S.C. § 1446(b). Accordingly, Bard's removal of this action is timely.

13. As more fully set forth below, this case is properly removed to this Court pursuant to 28 U.S.C. § 1441 because Bard has satisfied the procedural requirements for removal and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. In filing this Notice of Removal, Bard reserves all defenses, including but not limited to lack of personal jurisdiction, improper venue, insufficient process, insufficient service of process, and failure to join and/or misjoinder of parties.

[2] The hernia device with which Plaintiff claims to have been implanted, the Bard Ventralex Hernia Patch, Ref# 5950009; Lot# HUD1481), was designed in Rhode Island and manufactured in Puerto Rico, rather than Illinois. As explained *infra*, none of Bard's activities with regard to the design, manufacture, warning, marketing promotion, or distribution of its hernia repair devices are sufficient to render it a citizen of the state of Illinois for purposes of diversity jurisdiction.

III. JURISDICTION AND VENUE ARE PROPER

A. There Is Complete Diversity of Citizenship Between Plaintiff and Bard

14. This Court has jurisdiction over this removed action pursuant to 28 U.S.C. §§ 1332 and 1441. Pursuant to 28 U.S.C. §1332(a), this Court has original jurisdiction over this action because complete diversity of citizenship exists between Plaintiff and all properly joined and served Defendants, and the amount in controversy exceeds $75,000, exclusive of interests and costs.[3]

15. The Complaint alleges "Plaintiff Michaele Hargrove, is a resident of the State of Illinois, currently residing in Downers Grove, IL. Plaintiff was a resident of Illinois when Defendant's product was implanted, and when her recurrent ventral hernia was diagnosed, requiring the removal of the previously placed Bard mesh." Compl. at ¶ 18. Therefore, Plaintiff is a citizen of Illinois for purposes of determining diversity.

16. C. R. Bard, Inc. is, and was at the time Plaintiff commenced this action, a corporation organized under the laws of the State of New Jersey with its principal place of business in New Jersey and therefore, is a citizen of New Jersey for purposes of determining diversity. 28 U.S.C. § 1332(c)(1).

17. Davol Inc. is, and was at the time Plaintiff commenced this action, a corporation organized under the laws of the State of Delaware with its principal place of business in the State

[3] After removal, Bard intends to seek transfer of this action to *In Re: Davol, Inc./C.R. Bard, Inc., Polypropylene Hernia Mesh Products Liability Litigation,* Case No. 2:18-md-2846, MDL No. 2846 (S.D. Ohio) ("MDL 2846"), because this case is one of many that have been filed in both federal and state courts across the country involving Bard's hernia repair devices. This action belongs in MDL 2846 to facilitate judicial economy and coordinated pretrial proceedings, and, because the Judicial Panel on Multidistrict Litigation ("JPML") has transferred thousands of similar cases to the MDL. Plaintiff's counsel already has other cases pending in MDL 2846.

of Rhode Island. Therefore, Davol Inc. is a citizen of Delaware and Rhode Island for purposes of determining diversity. *See* 28 U.S.C. § 1332(c).

18. Becton, Dickinson and Company is, and was at the time Plaintiff commenced this action, a corporation organized under the laws of the State of New Jersey with its principal place of business in the State of New Jersey. Therefore, Becton, Dickinson and Company is a citizen of New Jersey for purposes of determining diversity. *See* 28 U.S.C. § 1332(c).

19. Plaintiff asserts numerous allegations in an apparent attempt to thwart Bard's rightful removal of this action, including that her "claims and causes of action are solely state-law claims." Compl. at ¶ 13. Further, the Complaint alleges "Becton, Dickinson and Company, parent company to C.R. Bard and Davol, Inc., is a registered corporation in Illinois, maintaining an active presence in the state—including significant regional and subsidiary operations in Illinois." *Id*. Additionally, Plaintiff alleges Becton, Dickinson and Company "is a domestic corporation, registered in the State of Illinois, with significant contacts and operations within the state," [*id*. at ¶ 16]; that Bard "purposefully directed hernia mesh marketing and sales activity into Illinois by soliciting business from Illinois hospitals and surgeons, conducting in-state training programs, and distributing mesh products" [*id*. at ¶ 17]; that BD "acquired C.R. Bard Inc., and therefore Davol, Inc., via corporate merger on December 29, 2017" [*id*. at ¶ 19]; and that the "Ventralex ST Hernia Patch was designed and manufactured under policies and oversight that ultimately came under BD's corporate umbrella following the 2017 acquisition." *Id*. at ¶ 20.

20. The Complaint purports to frame Bard, Davol and/or Becton, Dickinson and Company as Illinois corporations by alleging that Bard is registered to do business in the state of Illinois; has "significant contacts"; maintains permanent "regional offices and facilities"; has sales representatives and distributors; and "widely" marketed, distributed, promoted and sold its hernia

repair devices to physicians and medical facilities in Illinois. *Id*. at ¶¶ 23-30. However, none of these allegations are sufficient to make Bard, BD, or Davol citizens of the state of Illinois for the purposes of diversity jurisdiction.

21. "A court has general jurisdiction over a defendant if its contacts are "so constant and pervasive as to render it essentially at home in the forum State." *Kipp v. Ski Enter. Corp. of Wisconsin*, 783 F.3d 695, 698 (7th Cir. 2015) (quotation omitted). "For an individual, the paradigm forum for the exercise of general jurisdiction is the individual's domicile; for a corporation, it is an equivalent place, one in which the corporation is fairly regarded as at home." *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924 (2011). In *Daimler AG v. Bauman*, the Supreme Court underscored that the analysis for determining whether general jurisdiction exists, and where a corporation may be considered "at home" "is not whether a foreign corporation's in-forum contacts can be said to be in some sense 'continuous and systematic,' it is whether that corporation's 'affiliations with the State are so "continuous and systematic" as to render [it] essentially at home in the forum State.'" 571 U.S. 117, 119 (2014) (citation omitted). The Court "made clear that only a limited set of affiliations with a forum will render a defendant amenable to all-purpose jurisdiction there"; "[w]ith respect to a corporation, the place of incorporation and principal place of business are 'paradig[m] . . . bases for general jurisdiction.'" *Id*. at 137 (citation omitted). Only in an "exceptional case" will "a corporation's operations in a forum other than its formal place of incorporation or principal place of business . . . be so substantial and of such a nature as to render the corporation at home in that State." *Id*. at 139 n.19.

22. Courts have repeatedly rejected the arguments that Plaintiff appears to advance for the proposition that Bard, BD, or Davol may be considered citizens of Illinois simply by

maintaining offices, employees, having an agent for service of process, registering to do business, or marketing, promoting, advertising and selling medical devices—even substantial or repeated sales. As the Illinois Supreme Court ruled:

> [P]laintiff has established that defendant does business in Illinois through the warehouse. . . . But this fact falls far short of showing that Illinois is a surrogate home for defendant. Indeed, if the operation of the warehouse was sufficient, in itself, to establish general jurisdiction, then defendant would also be at home in all the other states where its warehouses are located. The Supreme Court has expressly rejected this reasoning.

Aspen American Insurance Co. v. Interstate Warehousing, Inc., 90 N.E.3d 440, 447 (Ill. 2017); s*ee also McClellan v. CSX Transportation, Inc.*, Case No. 18-cv-4183, 2018 U.S. Dist. LEXIS 201639, at *5-6 (N.D. Ill. Nov. 28, 2018) (ruling that in-state regional headquarters, substantial business transactions, nearly a thousand employees, and corporate registration were not equivalent to being "at home" in Illinois); *Rozumek v. Union Carbide Corp.*, Case No. 15-cv-441-SMY-SCW, 2015 U.S. Dist. LEXIS 85779, at *26-27 (S.D. Ill. July 1, 2015) (in-state offices, business activity, and registration to do business insufficient to be "at home" in Illinois); *In re Plavix Related Cases*, Case No. 2012 L 5688, 2014 Ill. Cir. LEXIS 1, at *21-22 (Ill. Cir. Aug. 11, 2014) (ruling that continuous and substantial in-state product sales, agent for service, and local facilities were insufficient for general jurisdiction, because "these are contacts which would be typical of a corporation doing business in any state"). Here, there is no question that none of the Bard defendants are either incorporated or have their principal places of business in Illinois and accordingly, are "at home" in states ***other*** than Illinois. Moreover, none of Bard's activities with respect to its hernia repair devices—including those related to the Ventralex ST Hernia Patch at issue in this action—extending to the design, manufacture, labeling, instructions, marketing, promotion, and sales of such products transform Bard into a citizen of Illinois for diversity purposes. While Plaintiff cites in her Complaint that there are BD facilities in Illinois, none of

those have anything to do with the Ventralex ST or any of Bard's hernia mesh devices—and certainly Plaintiff does not allege otherwise in her Complaint.[4] Therefore, Bard, BD and Davol are completely diverse from Plaintiff. *See* 28 U.S.C. § 1332(c).

IV. THE AMOUNT IN CONTROVERSY IS MET

23. Only a simple pleading that asserts a "plausible allegation" is necessary to show that the amount in controversy exceeds $75,000.00, exclusive of interest and costs. *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 89 (2014). Once made, a defendant's allegations in a notice of removal are presumed correct. *See id.*

24. Here, the amount-in-controversy for diversity jurisdiction is satisfied because it is clear from the face of Plaintiff's Complaint that "the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs." 28 U.S.C. § 1332(a). Although the Complaint specifies only that the damages exceed $15,000 [Compl. at ¶ 15], the allegations make it clear that the amount in controversy exceeds the jurisdictional threshold. *See, e.g., Taylor v. Peters (In re Yasmin & Yaz Mktg, Sales Practices and Prods. Liab. Litig.)*, No. 3:11-cv-20073-DRH-PMF; 3:09-md-02100-DRH-PMF; MDL No. 2100, 2011 U.S. Dist. LEXIS 78592, at *15 (S.D. Ill. July 20, 2011) (finding jurisdictional amount was satisfied despite lack of allegation of specific amount of damages was "apparent that the amount in controversy exceeds $75,000," where the plaintiff suffered "severe bodily injuries, physical pain and mental anguish," and sought medical expenses, lost wages, compensatory and punitive damages).

25. Plaintiff alleges multiple adverse events after the Ventralex ST hernia repair device implant, claiming that she "has experienced significant physical and mental pain and suffering,

[4] The Ventralex ST Hernia Patch was designed and labeled in Rhode Island and its manufacturing occurred in Puerto Rico, Georgia, and New Jersey. Any events in Illinois could have had, at best, a *de minimis* role in relation to the causes of action asserted in the Complaint.

sustained permanent injury, undergone medical treatment and will likely undergo further medical treatment, and suffered financial or economic loss, including obligations for medical services and expenses, lost income, and other damages." Compl. ¶ 59. Plaintiff seeks damages including "for pain and suffering actual damages; consequential damages; exemplary damages; interest on damages (pre and post-judgment) in accordance with the law; Plaintiff's reasonable attorney's fees, as well as costs of court and all other costs incurred; and such other and further relief as the Court may deem just and proper compensatory damages, punitive damages against Bard only, pre-and postjudgment interest, and attorneys fees and costs." *Id*., Prayer for Relief, Page 23. Thus, given these allegations and the severity and type of injuries alleged in Plaintiff's Complaint, the amount-in-controversy requirement is met here because it is facially apparent from the complaint that the amount in controversy exceeds the jurisdictional requirement. *See In re Rezulin Prods. Liab. Litig.*, 133 F. Supp. 2d 272, 296 (S.D.N.Y. 2001) (holding that the amount in controversy is satisfied where plaintiffs alleged economic loss, medical and health expenses, and claimed serious medical conditions).

26. Therefore, in light of the alleged nature of the injuries set forth in the FAC, and the claimed damages for past and future non-economic and economic losses, it is "facially apparent" that the amount in controversy exceeds $75,000, exclusive of interest and costs, *see In re Rezulin*, 133 F. Supp. 2d at 296, and Bard sufficiently alleges the basis for diversity jurisdiction at the notice-of-removal stage. *See Dart*, 574 U.S. at 87.

V. REMOVAL IS OTHERWISE PROPER

27. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings and orders and the current state court docket sheet are attached to this Notice of Removal as **Exhibit 1.**

28. Bard will file a copy of this Notice of Removal with the DuPage County Circuit Court, the state court in which this action is currently pending, as required by 28 U.S.C. § 1446(d).

Bard's Notice to Plaintiff of Filing of Notice of Removal is also being filed and served upon Plaintiff's counsel as required by 28 U.S.C. § 1446(d).

WHEREFORE, Bard, pursuant to 28 U.S.C. § 1441, respectfully remove this action from Eighteenth Judicial Circuit Court of DuPage County, Illinois, to the United States District Court for the Northern District of Illinois.

This 31st day of July, 2025.

Respectfully submitted,

Reed Smith LLP

By:*/s/ Daniel C. Kirby*
Daniel C. Kirby (IL 6320927)
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Chicago, IL 60606-7507
Telephone: 312.207.1000
Fax: 312.207.6400
dkirby@reedsmith.com

Counsel for Defendants C. R. Bard, Inc., Davol Inc., and Becton, Dickinson and Company

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on July 31, 2025, I caused the foregoing document to be electronically filed with the United States District Court for the Northern District of Illinois by using the CM/ECF system, and to be served via electronic mail on the following counsel of record:

Paul J. Napoli
NAPOLI SHKOLNIK
1302 Avenida Ponce De Leon
Santurce, Puerto Rico 00907
Tel: (787) 493-5088
pnapoli@nsprlaw.com

Counsel for Plaintiff Michaele Hargrove

/s/ Daniel C. Kirby
Daniel C. Kirby

EXHIBIT 1

Wolters Kluwer

CT Corporation
Service of Process Notification
07/28/2025
CT Log Number 549705706

Service of Process Transmittal Summary

TO: Sabina Downing
C. R. Bard, Inc.
1 BECTON DR
FRANKLIN LAKES, NJ 07417-1815

RE: **Process Served in New Jersey**

FOR: C. R. Bard, Inc. (Domestic State: NJ)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Re: MICHAELE HARGROVE // To: C. R. Bard, Inc.
CASE #:	2025LA000934
NATURE OF ACTION:	Product Liability Litigation - Personal Injury
PROCESS SERVED ON:	C T Corporation System, West Trenton, NJ
DATE/METHOD OF SERVICE:	By Process Server on 07/28/2025 at 09:42
JURISDICTION SERVED:	New Jersey
ACTION ITEMS:	CT has retained the current log, Retain Date: 07/28/2025, Expected Purge Date: 08/02/2025 Image SOP Email Notification, Sabina Downing sabina.downing@bd.com Email Notification, Candace Camarata candace.camarata@bd.com Email Notification, Elizabeth Yodice elizabeth.yodice@bd.com Email Notification, Jean Patterson jean.patterson@bd.com Email Notification, Kate Guier kate.guier@bd.com Email Notification, Carla Karp carla.karp@bd.com
REGISTERED AGENT CONTACT:	C T Corporation System 820 Bear Tavern Road West Trenton, NJ 08628 877-564-7529 MajorAccountTeam1@wolterskluwer.com

Wolters Kluwer

PROCESS SERVER DELIVERY DETAILS

Date: Mon, Jul 28, 2025
Server Name: Drop Service

Entity Served	C.R. BARD, INC.
Case Number	2025LA000934
Jurisdiction	NJ

Inserts		

SUMMONS

IN THE STATE OF ILLINOIS, CIRCUIT COURT

☐ **Alias Summons**

Check if this is not the 1st Summons issued for this Defendant/Respondent.

COUNTY: DuPage

County Where You Are Filing the Case

Enter the case information as it appears on your other court documents.

PLAINTIFF/PETITIONER OR IN RE: MICHAELE HARGROVE

Who started the case. *First, Middle, and Last Name or Business Name*

2025LA000934

Case Number

DEFENDANTS/RESPONDENTS: C.R. BARD, INC.

Who the case was filed against.

C/O CTC, 820 Bear Tavern Rd.

West Trenton, NJ 08628

First, Middle, and Last Name or Business Name

The Defendant/Respondent named above has been sued. Read this form for information about how to respond to this lawsuit. Also see page 4 for next steps.

For the person filling out this form: Read all instructions in this box.

This *Summons* can only be used for certain types of cases. See the *How To Serve a Summons* Instructions for more information: ilcourts.info/summons-instructions.

Check 1 if this is a 30-day summons, or check 2 if this is a date certain summons. Fill in all the information in 1 or 2.

- Use a **date certain summons** if you are asking for money of $50,000 or less or recovery of your personal property that you think the Defendant has, and for some mandatory arbitration cases. In 2, fill in your court date and how to go to court. You may get the court date when you e-file or you may need to ask the Circuit Clerk's office.
- Use a **30-day summons** for most other case types.

Complete the rest of the form with the Defendant/Respondent's information and information about the lawsuit.

If you are suing more than 1 Defendant/Respondent, attach an *Additional Defendant/Respondent Address and Service Information* form for **each** additional Defendant/Respondent.

☑ 1. 30-DAY SUMMONS

To participate in this case, you must **file** your *Appearance* and *Answer/Response* forms with the court within 30 days after you are served with this *Summons* (not counting the day of service) by e-filing or at:

Court Address: 421 N County Farm Rd., Wheaton, IL 60187

Courthouse Street Address

- or -

☐ 2. DATE CERTAIN SUMMONS

Your court date is listed below. Information about getting a court date and how to attend is available from the Circuit Clerk. You can find their contact information at ilcourts.info/CircuitClerks.

To respond to this *Summons*, you must **attend court** in one of the ways checked below on:

_____ at _____ ☐ a.m. ☐ p.m. in _____.

Month, Day, Year *Time* *Courtroom Number*

Case Number: 2025LA000934

Going to Court for a Date Certain Summons

Court dates may be in-person, remote, or a combination of in-person and remote.

☐ **In person** at: _____
Courtroom Address *Courtroom Number*

☐ **Remotely** (video or telephone)

By video conference at: _____
Video Conference Website

Log-in information: _____
Video Conference Log-in Information, Meeting ID, Password, etc.

By telephone at: _____
Call-in Number for Telephone Remote Appearance

To find out more about remote court options:

Phone: _____ or Website: _____
Circuit Clerk's Phone Number *Website URL*

3. ADDITIONAL INFORMATION ABOUT THE LAWSUIT

a. I am asking for the following amount of money in my *Complaint/Petition*: $ 1,000,000.00.
(Enter 0 if you are not asking for money)

b. I am asking for the return of tangible personal property (items in the Defendant/Respondent's possession) in my *Complaint/Petition*.

☐ Yes ☐ No

4. DEFENDANT/RESPONDENT'S INFORMATION

a. Number of Defendants/Respondents being served:

☑ I am having 1 Defendant/Respondent served and their information is on this form below.

☐ I am having more than 1 Defendant/Respondent served. The first is listed below. I have attached *Additional Defendant/Respondent Address and Service Information* forms for the following number of additional Defendants/Respondents: 1.
Number

b. First Defendant/Respondent's **primary address/information** for service:

Name: C.R. BARD, INC.
First, Middle, and Last Name, or Business Name

Registered Agent's Name *(if you are serving the Registered Agent of a business)*:

C/O CTC,
First, Middle, and Last Name

Street Address: 820 Bear Tavern Rd.
Street, Apt #

City, State, ZIP: West Trenton NJ 08628
City *State* *Zip*

Telephone: _____ Email: _____

Case Number: 2025LA000934

c. **Second address** for this Defendant/Respondent:

☐ I do **not** have another address where the Defendant/Respondent might be found.

☐ I have another address where this Defendant/Respondent might be found. It is:

Street Address: _____
Street, Apt #

City, State, ZIP: _____
City *State* *Zip*

Telephone: _____ Email: _____

d. Person who will serve your documents on this Defendant/Respondent:

☐ Sheriff in Illinois ☑ Special process server ☐ Licensed private detective

☐ Sheriff outside Illinois: _____
County & State

PLAINTIFF/PETITIONER INFORMATION:

Enter your information below. DuPage Atty # 398401 clk

Name Paul J. Napoli - Attorney for Plaintiff
First, Middle and Last Name

Registered Agent's name, if any _____
First, Middle and Last Name

Street Address 1302 Avenida Ponce de Leon
Street, Apt #

City, State, ZIP: Santurce Puerto Rico 00907
City *State* *Zip*

Telephone: (787) 493-5008 Email: PNanpoli@NSPRLaw.com

Be sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.

STOP The Circuit Clerk and officer or process server will fill in this section.

To be filled in by the Circuit Clerk:

7/25/2025 8:58 AM

Witness this Date: _____ *Seal of Court*

Clerk of the Court: Candice Adams IH

To be filled in by an officer or process server:

Date of Service: _____

Fill in the date above and give this copy of the Summons to the person served.

Note to officer or process server:

- If 1 is checked, this is a 30-day *Summons* and must be served within 30 days of the witness date.
- If 2 is checked, this is a date certain *Summons* and must be served at least 21 days before the court date, unless 3b is checked yes.
  - If 2 is checked **and** 3b is checked yes, the *Summons* must be served at least 3 days before the court date.
- Fill in the date above and give this copy of the *Summons* to the person served.
- You must also complete the attached *Proof of Service* form and file it with the court or return it to the Plaintiff.

Case Number: 2025LA000934

WHAT'S NEXT

NEXT STEPS FOR PERSON FILLING OUT THIS FORM:

When you file a lawsuit, you must notify the person or business you are suing of the court case by having the *Summons* and Complaint or Petition delivered to them. This is called "serving" them.

File your *Summons* and Complaint or Petition with the Circuit Clerk in the county where your court case should be filed. The Circuit Clerk will "issue" the *Summons* by putting a court seal on the form.

Have the sheriff or a private process server serve the *Summons* and a copy of the Complaint or Petition on the Defendant/Respondent. You cannot serve the *Summons* yourself.

Learn more about each step in the process and how to file in the instructions: ilcourts.info/summons-instructions.

NEXT STEPS FOR PERSON RECEIVING THIS DOCUMENT:

You have been sued:

- Read all documents attached to this *Summons*.
- All documents referred to in this *Summons* can be found at ilcourts.info/forms. Other documents may be available from your local Circuit Court Clerk's office or website.
- You may be charged filing fees, but if you cannot pay them, you can file an *Application for Waiver of Court Fees (Civil)*.
- When you go to court, it is possible that the court will allow you to attend the first court date in this case in-person or remotely by video or phone. Contact the Circuit Court Clerk's office or visit the Court's website to find out whether this is possible and, if so, how to do this.

If Section 1 on page 1 of this *Summons* is checked (30-day summons)*:*

- You **must** file official documents called an *Appearance* and an *Answer/Response* with the court within 30 days of the date you were served with this *Summons*.
- If you do not file an *Appearance* and *Answer/Response* on time, the judge may decide the case without hearing from you. This is called "default." As a result, you could lose the case.
- After you fill out the necessary documents, you need to electronically file (e-file) them with the court. To e-file, you must create an account with an e-filing service provider. For more information, go to ilcourts.info/efiling. If you cannot e-file, you can get an exemption that allows you to file in-person or by mail.
- You should be notified of any future court dates.

If Section 2 on page 1 of on this *Summons* is checked (date certain summons):

- You **must** attend court on the date listed in Section 2 of this *Summons*.
- If you do not attend that court date, the judge may decide the case without hearing from you. This is called "default." As a result, you could lose the case.

Need Help? ¿Necesita ayuda?

- Call or text Illinois Court Help at 833-411-1121 or go to ilcourthelp.gov for information about going to court, including how to fill out and file documents.
- Llame o envíe un mensaje de texto a Illinois Court Help al 833-411-1121, o visite ilcourthelp.gov para obtener información sobre los casos de la corte y cómo completar y presentar formularios.
- You can also get free legal information and legal referrals at illinoislegalaid.org.
- If there are any words or terms that you do not understand, please **visit Illinois Legal Aid Online** at ilao.info/glossary. You may also find more information, resources, and the location of your local legal self-help center at: ilao.info/lshc-directory.

Case Number: 2025LA000934

PROOF OF SERVICE OF SUMMONS AND COMPLAINT/PETITION

IN THE STATE OF ILLINOIS, CIRCUIT COURT

☐ **Alias Summons**

Check if this is not the 1st Summons issued for this Defendant/Respondent.

COUNTY: DuPage
County Where You Are Filing the Case

Enter the case information as it appears on your other court documents.

PLAINTIFF/PETITIONER OR IN RE: MICHAELE HARGROVE
Who started the case. *First, Middle, and Last Name or Business Name*

DEFENDANTS/RESPONDENTS: C.R. BARD, INC.
Who the case was filed against.
C/O CTC, 820 Bear Tavern Rd.
West Trenton, NJ 08628
First, Middle, and Last Name or Business Name

2025LA000934
Case Number

STOP Do not complete the rest of the form. **The sheriff or special process server will fill in the form.** Give them one copy of this blank *Proof of Service* form for each Defendant/Respondent who will be served.

My name is _____ and I state:
Officer/Process Server First, Middle, Last Name

SERVICE INFORMATION

Defendant/Respondent: _____
First, Middle, Last Name, or Business Name

☐ I was not able to serve the *Summons* and Complaint/Petition on the Defendant/Respondent named above.

- or -

☐ I served the *Summons* and Complaint/Petition on the Defendant/Respondent named above as follows:

☐ **Personally** on the Defendant/Respondent:
☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____
On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.
Address, Unit#: _____
City, State, ZIP: _____

☐ On **someone else at the Defendant/Respondent's home** who is at least 13 years old and is a family member or lives there:
Name of person served: _____
First, Middle, Last Name
☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____
On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.
Address, Unit#: _____
City, State, ZIP: _____
and by sending a copy to this Defendant/Respondent in a postage-paid, sealed envelope to the above address on this date: _____.

Case Number: 2025LA000934

☐ On the **Business's agent:** _____
First, Middle, Last Name

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

SERVICE ATTEMPTS

I made the following attempts to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

First Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

Second Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

Third Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

SIGN

I certify under 735 ILCS 5/1-109 that:

1) everything in this document is true and correct, or I have been informed or I believe it to be true and correct, and

2) I understand that making a false statement on this form is perjury and has penalties provided by law.

Your Signature /s/_____ Print Your Name _____

You are: ☐ Sheriff in Illinois ☐ Special process server

☐ Sheriff outside Illinois: _____ ☐ Licensed private detective, license number: _____
County and State *License number*

FEES:

Service and Return: $_____ Miles: $_____ Total: $_____

Candice Adams
e-filed in the 18th Judicial Circuit Court
DuPage County
ENVELOPE: 33709587
2025LA000934
FILEDATE: 7/24/2025 10:06 AM
Date Submitted: 7/24/2025 10:06 AM
Date Accepted: 7/24/2025 2:34 PM
JJ

IN THE CIRCUIT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

MICHAELE HARGROVE Plaintiff, v. C.R. BARD, INC., DAVOL, INC., AND BECTON, DICKINSON AND COMPANY Defendants.	CASE NO. 2025LA000934 JUDGE: **COMPLAINT** TRIAL BY JURY DEMANDED

COMPLAINT AND JURY DEMAND

Plaintiff, Michaele Hargrove ("Plaintiff"), by her attorneys, Napoli Shkolnik, brings this lawsuit against Defendants C.R. Bard, Inc., Davol, Inc., and Becton Dickinson and Company ("Defendants") for the personal injuries and damages Michaele Hargrove sustained and alleges the following:

NATURE OF THE ACTION

This action seeks to recover damages for injuries Michaele Hargrove sustained as the direct and proximate result of the wrongful conduct of the Defendants C.R. Bard, Inc., Becton Dickinson and Company in connection with the designing, developing, manufacturing, distributing, labeling, advertising, marketing, promoting, and selling of polypropylene Hernia Mesh devices.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over each Defendant insofar as each Defendant is authorized and licensed to conduct business in the State of Illinois, maintains and carries on

systematic and continuous contacts in this judicial district, regularly transactions business within this judicial district, and regularly avails itself of the benefits of this judicial district.

2. Additionally, Defendants caused tortious injury by acts and omissions in this judicial district and caused tortious injury in this district by acts and omissions outside this district while regularly doing and soliciting business, engaging in a persistent court of conduct, and deriving substantial revenue from goods used or consumed and services rendered in this judicial district.

3. Venue is proper in this Court because the Plaintiff resides in this venue, and Defendant Becton, Dickinson and Company maintains corporate offices in this venue.

4. Venue is proper before this Court because a substantial part of the events or omissions giving rise this claim occurred within this judicial district.

5. Plaintiff underwent hernia repair surgery on August 1, 2019 at Elmhurst Hospital in Illinois. At that time, the Ventralex ST Hernia Patch that Defendants designed, marketed, manufactured, promoted, distributed, and sold, and warranted as safe and effective for use, were implanted into Plaintiff. Plaintiff also underwent an additional hernia repair surgery on July 25, 2023, at UChicago Medicine AdventHealth La Grange in Illinois, in order to remove the previously placed mesh.

6. Defendant Becton Dickinson and Company, individually and as the parent company of C.R. Bard and Davol, is liable to Plaintiff for damages he suffered arising from the design, manufacture, marketing, labeling, improper/inadequate warnings, distribution, sale, and placement of Defendant's Hernia Mesh Devices, effectuated directly and indirectly through Defendant's agents servants, employees and/or owners, all acting within the course and scope of their representative agencies, services employments and/or ownership.

7. Defendants have expected or should have expected their acts to have consequences within each of the states and territories of the United States, and have derived substantial revenue related to the Hernia Mesh Devices from interstate commerce in each of the states and territories of the United States, including the state of Illinois

8. Defendants are also vicariously liable for the acts and omissions of their employees and/or agents who were at all material times acting on Defendant's behalf and within the scope of their employment or agency

9. Either directly, or through their agents, apparent agents, servants or employees, Defendants at all material times sold, distributed and marketed the defective hernia repair devices in the State of Illinois. Defendants derive substantial revenue from those products used or implanted in the State of Illinois. Therefore, Defendants expected, or should have expected, that their business activities could or would subject them to legal action in the State of Illinois

10. Defendants were also involved in the business of monitoring and reporting adverse events concerning their Ventralex ST Henia Patch and having a role in the decision process and response related to any adverse events

11. Defendants are subject to jurisdiction within the State of Illinois and this Court because:

a. Defendants are engaged in substantial business activity within the State of Illinois, Cook County.
b. Defendants designed, manufactured, and placed into the stream of commerce their polypropylene Hernia Mesh devices, including the Ventralex ST Henia Patch.
c. Defendants maintain offices within the State of Illinois.
d. Upon information and belief, at all material times Defendants committed tortious acts within the State of Illinois, out of which Plaintiff's causes of action arise.

12. At all material times, Defendants developed, manufactured, advertised, promoted, marketed, and distributed their defective Ventralex ST Henia Patch throughout the United States,

including within the State of Illinois; and specifically, to Plaintiff and her implanting surgeons or practice groups, or to hospitals where Defendants' product was implanted

13. Since Defendant Becton, Dickinson and Company, parent company to C.R. Bard and Davol, Inc., is a registered corporation in Illinois, maintaining an active presence in the state—including significant regional and subsidiary operations in Illinois, Plaintiff's claims and causes of action are solely state-law claims. Any reference to a federal agency, regulation or rule is stated as background information only and does not raise a federal question. Accordingly, this Court may rightfully exercise jurisdiction, and venue is proper

14. Defendants knowingly market to, and derive income from, patients across the United States, including the State of Illinois, from the sale of polypropylene Hernia Mesh Devices, including the Ventralex ST Henia Patch.

15. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000.00), exclusive of interest and cost

16. Venue in this action properly lies in Illinois in that Defendant Becton, Dickinson and Company is a domestic corporation, registered in the State of Illinois, with significant contacts and operations within the state

17. Defendant Becton, Dickinson and Company, through its subsidiary C.R. Bard, purposefully directed hernia mesh marketing and sales activity into Illinois by soliciting business from Illinois hospitals and surgeons, conducting in-state training programs, and distributing mesh products—including the Ventralex St Hernia Patch mesh at issue in this case—to Illinois providers. Plaintiff's injuries occurred in Illinois as a direct and foreseeable result of Becton, Dickinson and Company's forum-directed commercial activities. As such, Becton, Dickinson and Company has sufficient minimum contacts with Illinois to support specific jurisdiction.

THE PARTIES

18. Plaintiff Michaele Hargrove, is a resident of the State of Illinois, currently residing in Downers Grove, IL. Plaintiff was a resident of Illinois when Defendant's product was implanted, and when her recurrent ventral hernia was diagnosed, requiring the removal of the previously placed Bard mesh.

19. Defendant Becton, Dickinson and Company acquired C.R. Bard Inc., and therefore Davol, Inc., via corporate merger on December 29, 2017.

20. C.R. Bard and its subsidiary Davol Inc. were wholly owned by Becton, Dickinson and Company across the period when Plaintiff's Bard hernia mesh was manufactured, marketed, distributed and ultimately implanted.

21. Becton, Dickinson and Company thereby assumed control and oversight over Bard's product design, regulatory filings, manufacturing processes, marketing strategies, and distribution channels associated with hernia mesh implants.

22. Plaintiff's Ventralex ST Hernia Patch was designed and manufactured under policies and oversight that ultimately came under BD's corporate umbrella following the 2017 acquisition.

23. Before and after acquisition, Bard marketed mesh products widely to hospitals and surgical providers. As part of Becton, Dickinson and Company's Surgical Specialties division; those marketing and distribution responsibilities continued after the acquisition of C.R. Bard.

24. Becton, Dickinson and Company was responsible for post-market surveillance; customer support, safety complaint tracking, and regulatory reporting related to Bard hernia mesh products.

25. Defendant Becton, Dickinson and Company is a registered corporation the State of Illinois, with significant contacts, and operating several regional offices and facilities within the state.

26. Defendant Becton, Dickinson and Company purposefully directed hernia mesh-related activities at Illinois, including marketing, sales and distribution in Cook, DuPage and Lake counties.

27. Defendant Becton, Dickinson and Company maintained field sales representatives or distributors in Illinois who promoted or supported Bard mesh products.

28. Defendant Becton, Dickinson and Company maintains permanent facilities in Illinois that support medical product sales and logistics. These facilities include sites in:

a. 75 N Fairway Drive, Vernon Hills, IL 60061
b. 1400 Opus Place, Downers Grove, IL 60515
c. 5 E 14th Ave, Naperville, IL 60563

29. Defendant C.R. Bard, Inc. is an Illinois corporation with its principal place of business located at C.R. Bard, Inc. at C/O CTC, 820 Bear Tavern Rd., West Trenton, NJ 08628, and is the corporate parent/stockholder of Davol, Inc. (hereinafter "Davol"). It is a multinational developer, manufacturer, producer, seller, marketer, and promoter of medical devices. Defendant controls the largest U.S. market share of hernia mesh devices and participates in the manufacture and distribution of the Hernia Mesh Devices throughout all states and territories of the United States. It also manufactures and supplies Davol with material forming part of the Hernia Mesh Devices. Defendant has derived substantial revenue related to Hernia Mesh Devices from its business throughout the states and territories of the United States.

30. Defendant Becton, Dickinson and Company was at all material times responsible for the actions of Davol. It exercised control over Davol's functions specific to the oversight and

compliance with applicable safety standards regarding Hernia Mesh Devices sold throughout the states and territories of the United States. In such capacity, Defendant committed or allowed to be committed tortious and wrongful acts, including the violation of numerous safety standards relating to manufacturing, quality assurance/control, and conformance with design and manufacturing specifications.

INTRODUCTION

31. Defendant's Hernia Mesh Devices are defined as hernia mesh devices that were designed, manufactured, marketed, labeled, distributed, sold, or otherwise placed on the market by Defendant and are comprised in whole or in part of polypropylene, including the product listed and described below:

a. **Ventralex ST Patch**: Layer of large pore, lightweight polypropylene adhered to a Sepramesh. Resorbable memory ring composed of extruded PDO within a knitted polypropylene mesh tube. Includes polypropylene straps to aid in mesh placement and positioning.

32. Defendants sought and obtained FDA clearance to market their Hernia Mesh Devices under Section 510(k) of the Medical Device Amendment to the Food, Drug and Cosmetics Act. Section 510(k) provides for marketing of a medical device if the device is deemed "substantially equivalent" to other predicate devices marketed prior to May 28, 1976. The 510(k) process is not a formal review for safety or efficacy. No clinical testing or clinical study is required to gain FDA clearance under this process. Upon information and belief, no formal review for safety or efficacy was ever conducted for the Hernia Mesh Devices

FACTUAL ALLEGATIONS

I. Defects and Risks of Defendant's Hernia Mesh Devices

33. Defendants' Hernia Mesh Devices share one common denominator: they all contain polypropylene. Despite Defendant's claims that polypropylene is inert, scientific evidence shows it is biologically incompatible with human tissue, and promotes an immune response in much of the population receiving it. The immune response to polypropylene promotes degradation and contracture of the mesh, as well as the surrounding tissue, and can contribute to the formation of severe adverse reactions to the Hernia Mesh Devices.

34. The numerous suppliers to Defendant of various forms of polypropylene cautioned all users in their U.S. Material Safety Data Sheets (MSDS) that polypropylene was not to be used for medical applications involving permanent implantation in the human body or permanent contact with internal body fluids or tissues.

35. The Hernia Mesh Devices are defective due to their high rates of failure, injury, and complications, their failure to perform as intended, their requirement of frequent and often debilitating revision surgeries, and their cause of severe and irreversible injuries, conditions, and damage to numerous patients, including Plaintiff.

36. The specific nature of the Hernia Mesh Devices' defects include, but are not limited to, the following:

a. The use of polypropylene in the Devices and the immune reactions resulting from such material, cause adverse reactions and injuries.
b. Adverse reactions to the polypropylene in the Devices consist of adhesions, injuries to nearby organs, nerves, or blood vessels, and other complications, including infection, chronic pain, and hernia recurrence.

c. The Devices have a propensity to degrade or fragment over time, causing a chronic inflammatory and fibrotic reaction, and resulting in continuing injury over time as the polypropylene acts as a chronic trigger for inflammation.

d. Upon information and belief, Defendant utilized various substandard and/or adulterated polypropylene resins in the Devices.

e. The weave of the polypropylene mesh produces very small interstices allowing bacteria to enter and hide from white blood cells and macrophages—the host defenses designed to eliminate bacteria. The bacteria also secrete an encasing biofilm, serving to further protect them from destruction by white blood cells and macrophages. In addition, some bacteria are capable of degrading polypropylene.

f. Polypropylene is always impure; there is no pure polypropylene. Polypropylene contains about 15 additional compounds that leach from the product and are toxic to tissue, enhancing the inflammatory reaction and the intensity of fibrosis.

g. Scanning electron microscopy has shown mesh to not be inert, with degradation leading to flaking, fissuring, and release of toxic compounds. This enhances the inflammatory and fibrotic reactions.

h. By 1998 at the latest, polypropylene mesh was known to shrink 30-50%.

i. Polypropylene is subject to oxidation by acids produced during the inflammatory reaction, causing degradation and loss of compliance.

j. Mesh porosity is important for tissue ingrowth, with low porosity decreasing tissue incorporation. Porosity also affects the inflammatory and fibrotic reaction. With mechanical stress, the effective porosity is decreased.

k. After implantation in the human body, polypropylene is known to depolymerize, cross-link, undergo oxidative degradation by free radicals, and stress crack.

l. The large surface area of polypropylene promotes wicking of fluids and bacteria, and is a "bacterial super highway" providing a safe haven for bacteria.

m. Common complications associated with polypropylene include restriction of abdominal wall mobility and local wound disturbances. Failures of

polypropylene often include persistent and active inflammatory processes, irregular or low formation of scar tissue and unsatisfying integration of the mesh in the regenerative tissue area.

37. Shrinkage and stiffness of flexible meshes is affected by scar tissue. The majority of the Hernia Mesh Devices have smaller inter-filament distances and pores that increase the risk of bridging by scar tissue.

38. In most Devices, Defendant use heavyweight, small pore polypropylene, which increases inflammation, foreign body response, and subsequent complications.

39. Although Hernia Mesh Devices mostly utilize the heavyweight, small pore polypropylene, Defendant implemented a design modification in some Devices—lighter weight polypropylene with larger pores. But Defendant knew or should have known that the benefit of larger pores becomes irrelevant in folded or multilayered mesh (e.g., Composix L/P and Ventralight ST), and in the designs that allow significant pore collapse (e.g., Perfix Light Plug and 3D Max Light Mesh).

II. Defendant's Acts & Omissions Regarding Their Defective Devices

40. At all material times, Defendants were responsible for designing, manufacturing, producing, testing, studying, inspecting, labeling, marketing, advertising, selling, promoting, and distributing their Hernia Mesh Devices, and providing warnings/information about the Devices.

41. Defendants' devices were defectively designed and manufactured; and were also defective as marketed due to inadequate warnings, instructions, labeling and/or inadequate testing, despite Defendant's knowledge of the devices' lack of safety.

42. Defendants had obligations to know and timely and adequately disclose scientific and medical information about their Hernia Mesh Devices; and to warn of their risks and side effects as soon as Defendants were aware of them, but they did not do so.

43. Defendants also knew or should have known that their Hernia Mesh Devices unreasonably exposed Plaintiff to the risk of serious harm, while conferring no benefit over available feasible and safer alternatives that did not present the same risks and adverse effects.

44. Defendants made claims regarding the benefits of implanting the Devices but minimized or omitted their risks and adverse effects. Although Defendants knew or should have known that their claims were false and misleading, they failed to adequately disclose the true health consequences and the true risks and adverse effects of the Hernia Mesh Devices.

45. At all material times, Defendants failed to provide sufficient warnings and instructions that would have put Plaintiff, her health care providers, and the general public on notice of the dangers and adverse effects caused by implantation of the Hernia Mesh Devices.

46. Defendants have marketed and continue to market their Hernia Mesh Devices as safe, effective and reliable, and implantable by safe and effective, minimally invasive surgical techniques. Further, Defendants continue to market their Devices as safer and more effective than available feasible alternative treatments for hernias, and other competing products. Those alternatives have existed at all material times, and have always presented less frequent and less severe risks and adverse effects than the Hernia Mesh Devices.

47. The risks of the Hernia Mesh Devices' design outweigh any potential benefits associated with the design. As a result of their defective design and/or manufacture, an unreasonable risk of severe adverse reactions can occur, including but not limited to: foreign body response; granulomatous response; allergic reaction; rejection; erosion; excessive and chronic inflammation; adhesions to internal organs; scarification; improper wound healing; infection; seroma; abscess; fistula; tissue damage and/or death; nerve damage; chronic pain; recurrence of hernia; and other complications.

48. Defendants omitted mention of the Devices' risks, dangers, defects, and disadvantages when they advertised, promoted, marketed, sold and distributed them as safe to regulatory agencies, health care providers, Plaintiff and other consumers. But Defendants knew or should have known that the Hernia Mesh Devices were not safe for their intended purposes, and that they would and did cause serious medical problems, including severe and permanent injuries and damages—and in some cases, catastrophic injuries and death.

49. Defendants have underreported information about the propensity of the Hernia Mesh Devices to fail and cause injury and complications; and have made unfounded representations regarding the efficacy and safety of the Devices through various means and media.

50. Defendant knew or should have known that at all material times their communications about the benefits, risks and adverse effects of the Hernia Mesh Devices, including communications in labels, advertisements and promotional materials, were materially false and misleading.

51. Defendants' nondisclosures, misleading disclosures, and misrepresentations were material and were substantial factors contributing directly to the serious injuries and damages Plaintiff has suffered.

52. Plaintiff would not have agreed to allow the implantation of the Hernia Mesh Devices had Defendants disclosed the true health consequences, risks and adverse effects caused by their Hernia Mesh Devices.

53. Upon information and belief, Defendants failed to conduct adequate pre-market clinical testing and research, and failed to conduct adequate post-marketing surveillance to determine the safety of the Hernia Mesh Devices.

54. Upon information and belief, Defendant failed to disclose on their warning labels or elsewhere that adequate pre-market clinical testing and research, and adequate post-marketing surveillance had not been done on the Hernia Mesh Devices, thereby giving the false impression that the Devices had been sufficiently tested.

55. The Hernia Mesh Devices are defective due to Defendants' failure to adequately warn or instruct Plaintiff and her health care providers concerning at least the following subjects:

n. The Hernia Mesh Devices' propensities for degradation and fragmentation.
o. The rate and manner of mesh erosion or extrusion in the Devices.
p. The risk of chronic inflammation resulting from the Devices.
q. The risk of chronic infections resulting from the Devices.
r. The Devices would be "tension free" only at the time of implantation; and would drastically contract once implanted.
s. The risk of recurrent hernias, intractable hernia pain, and other pain resulting from the Devices.
t. The need for corrective or revision surgery to revise or remove the Devices.
u. The severity of complications that could arise as a result of implantation of the Devices.
v. The hazards associated with the Devices.
w. The Devices' defects described in this Complaint.
x. Treatment of hernias with the Devices is no more effective than with feasible available alternatives; and exposes patients to greater risk than with feasible available alternatives.
y. Treatment of hernias with the Devices makes future surgical repairs more difficult than with feasible available alternatives.
z. Use of the Devices puts patients at greater risk of requiring additional surgery than use of feasible available alternatives.
aa. Complete removal of the Devices may not be possible and may not result in complete resolution of the complications, including pain.

bb. The Hernia Mesh Devices are cytotoxic, immunogenic, and/or non-biocompatible, causing or contributing to complications such as delayed wound healing, chronic inflammation, adhesion formation, foreign body response, rejection, infection, seroma formation, and others.

cc. The Devices significantly contract and harden post-implantation.

56. The Hernia Mesh Devices were at all times utilized and implanted in a manner foreseeable to Defendants: Defendants generated Instructions for Use for the Devices, created implantation procedures, and allegedly trained the implanting physicians. But Defendants provided incomplete and insufficient training and information to physicians regarding the use of the Devices, subsequent anatomical changes, and aftercare of patients, including Plaintiff.

57. The Hernia Mesh Device implanted in Plaintiff was in the same or substantially similar condition as when they left Defendants' possession, and in the condition directed by and expected by Defendants.

58. As a result of having the Hernia Mesh Devices implanted, Plaintiff has experienced significant physical and mental pain and suffering, sustained permanent injury, undergone medical treatment and will likely undergo further medical treatment, and suffered financial or economic loss, including obligations for medical services and expenses, lost income, and other damages.

III. Plaintiff-Specific Allegations

59. The Ventralex ST Hernia Patch, which was defectively designed and manufactured like other polypropylene Hernia Mesh Devices, left Defendants' hands in its defective condition and was delivered into the stream of commerce. Michelle L. Kosik, M.D. implanted a Ventralex ST Hernia Patch as part of Plaintiff's Ventral/Incisional hernia repair surgery on August 1, 2019 in

Elmhurst, Illinois. Plaintiff was implanted with a Ventralex ST Hernia Patch (Ref# 5950009; Lot# HUDN1481).

60. On July 25, 2023, Plaintiff underwent additional surgical intervention at AHLAG La Grange Hospital in La Grange, Illinois by Joseph Christopher Goliath as a result of a recurrent ventral hernia. The procedure performed was a laparoscopic robotic assisted recurrent ventral hernia repair with mesh and removal of foreign body. Dr. Goliath notes that "we placed the camera in that site and immediately noted dense adhesions." He highlights that "these adhesions were quite dense, they were mainly omental in nature, but that there was evidence of some small bowel attachments as well." In his operative report, he indicates "there was mesh that seemed to be more focused on the left part of the left upper quadrant area. This mesh had some dense attachments that had to be cut free completely, but we were able to do that safely under direct vision, so all the bowel and adhesions were free. There was a portion of the mesh, however, that was wrinkled up and not able to lay flat to the abdominal wall. This mesh had to just be cut off and freed completely."

61. As a result of being implanted with the Ventralex ST Hernia Patch, Plaintiff experienced and/or currently experiences chronic pain, which have impaired daily activities.

62. The mechanism of failure in Plaintiff's device was a mechanism of failure that Defendant had marketed and/or warranted would not occur because of Defendant's Hernia Mesh design and composition. The implanted device that Defendant marketed and warranted (*i.e.*, the Ventralex ST Hernia Patch) would not have failed but for the defective design and composition of Defendant's Hernia Mesh.

63. As a direct and proximate result of Defendant's defective design, manufacturing, marketing, distribution, sale and warnings concerning the Ventralex ST Hernia Patch, Plaintiff

suffered, and continues to suffer, injuries and damages, including: past, present and future physical and mental pain and suffering; physical disabilities; and past, present, and future medical, hospital, rehabilitative, and pharmaceutical expenses; as well as other related damages.

IV. Exemplary / Punitive Damages Allegations

64. Plaintiff incorporates the allegations in all prior paragraphs, and further alleges as follows:

65. Plaintiff is entitled to punitive damages because Defendants' wrongful acts and/or omissions were wanton or in conscious disregard of the rights of others. Defendant misled both the medical community and the public at large, including Plaintiff, by making false representations about the safety and efficacy of their Ventralex ST Hernia Patch and other types of Defendants' Hernia Mesh; and by failing to provide adequate instructions and training concerning the use of their products. Defendants downplayed, understated, and/or disregarded their knowledge of the serious and permanent side effects and associated risks, despite available information demonstrating the following: the Ventralex ST Hernia Patch lacked adequate testing, would significantly contract upon implantation, would cause an increased and prolonged inflammatory and foreign body response, high rates of chronic and debilitating pain, foreign body sensation, organ complications, seroma and fistula formation, infections, pain, and other harm to patients. Such risks and adverse effects could have been avoided had Defendants not concealed their knowledge of the serious and permanent side effects and risks associated with the use of their Hernia Mesh, or provided proper training and instruction to health care professionals regarding their use. Defendants' misrepresentations included knowingly withholding material information from the FDA, the medical community and the public, including Plaintiff, concerning the safety of their products.

66. Defendants were, or should have been, in possession of evidence demonstrating that their Hernia Mesh caused serious side effects. Nevertheless, they continued to market the products by providing false and misleading information with regard to their safety and efficacy.

67. Defendants failed to provide warnings that would have dissuaded health care professionals from using their Hernia Mesh devices, including the Ventralex ST Hernia Patch, thus preventing health care professionals and consumers, including Plaintiff, from weighing the true risks against the benefits of using the products.

68. Defendants failed to provide adequate training, testing and instructions to health care professionals, which could have prevented the failure of hernia repair devices made with Defendant's Hernia Mesh, thus preventing serious harm and suffering to patients, including Plaintiff.

69. Accordingly, Plaintiff requests punitive damages against Defendants for the harms caused to Plaintiff.

TOLLING OF STATUTE OF LIMITATIONS AND ESTOPPEL

70. Within the time period of any applicable statute of limitations, the nature of Plaintiff's injuries, damages, or her resulting relationship to Defendants' conduct was not discovered, and through reasonable care and due diligence could not have been discovered.

71. As a result of Defendants' misrepresentations and concealment, Plaintiff and her health care providers were unaware, and could not have known or have learned through reasonable diligence, that Plaintiff had been exposed to the risks alleged in this Complaint; and that those risks were the direct and proximate result of Defendants' wrongful acts and or omissions.

72. Limitations are tolled due to equitable or statutory tolling. Defendant is therefore estopped from asserting a statute of limitations defense due to their fraudulent concealment, through

affirmative misrepresentations and omissions, from Plaintiff and her health care providers of the risks and defects associated with Defendants' Hernia Mesh Devices, including the severity, duration and frequency of risks and complications.

73. Defendants affirmatively withheld and/or intentionally misrepresented facts concerning the safety of their Devices, including adverse data and information from studies and testing conducted with respect to the Devices, showing that the risks and dangers associated with the Hernia Mesh Devices were unreasonable.

74. Defendants are estopped from asserting any limitations defense based on their intentional acts of withholding material information about the safety of the Hernia Mesh Devices from Plaintiff and her health care providers.

CAUSES OF ACTION- THEORIES OF RECOVERY

COUNT I: STRICT LIABILITY – FAILURE TO WARN

75. Plaintiff incorporates the allegations in all prior paragraphs, and further alleges as follows:

76. Defendants are the manufacturer, distributor, and/or retailer of Hernia Mesh Devices.

77. Their Devices are inherently dangerous.

78. The use of any of Defendants' Hernia Mesh Devices in a reasonably foreseeable manner involves a substantial danger that a user would not readily recognize.

79. Defendants knew or should have known of these dangers, given the generally recognized and prevailing scientific knowledge available at the time of the manufacture and distribution of their Hernia Mesh Devices.

80. Defendants failed to provide adequate warning of the dangers created by the reasonably foreseeable use of their Devices.

81. When the Ventralex ST Hernia Patch was implanted in Plaintiff, Defendants' warnings and instructions were inadequate and defective. As described above, there was an unreasonable risk that the device would not perform safely and effectively for the purposes for which it was intended. Defendants failed to design and/or manufacture against such dangers and failed to provide adequate warnings and instructions concerning the risks of the Ventralex ST Hernia Patch.

82. Defendants expected and intended their products to reach users such as Plaintiff in the condition in which they were sold.

83. Plaintiff and the implanting surgeons were unaware of the Ventralex ST Hernia Patch's defects and dangers, and were unaware of the frequency, severity, and duration of the defects and risks associated with it.

84. Defendants' Instructions for Use for the Devices expressly understated, misstated, or concealed the risks Defendants knew or should have known were associated specifically with them, as described in this Complaint.

85. Defendants' Instructions for Use for the Hernia Mesh Devices failed to adequately warn Plaintiff or her health care providers of numerous risks Defendants knew or should have known were associated with the Devices.

86. Defendants failed to adequately train or warn Plaintiff or her health care providers about the necessity for surgical intervention in the event of complications, or how to properly treat such complications associated with the Hernia Mesh Devices when they occurred.

87. Defendants failed to adequately warn Plaintiff, her health care providers, and the general public, that the necessary surgical removal of a Hernia Mesh Device in the event of complications would leave the hernia unrepaired, and would necessitate a further attempt to repair the same hernia that the failed Device was intended to treat.

88. Defendants failed to adequately warn health care professionals and the public, including Plaintiff and the implanting surgeons, of the true risks of the product. They did not warn that the Ventralex ST Hernia Patch would contract significantly upon implantation, resulting in chronic and debilitating pain, foreign body sensation, organ complications, hernia recurrence, reoperation, infections, fistula, seroma and hematoma formation, erosion, extrusion, subsequent operations, and more.

89. Defendants failed to timely and reasonably provide adequate instructions and training concerning the safe and effective use of their Ventralex ST Hernia Patch.

90. Defendants failed to perform or otherwise facilitate adequate testing of the product; failed to reveal and/or concealed their testing and research data; and selectively and misleadingly revealed and/or analyzed such testing and research data.

91. Defendants' Hernia Mesh, which Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and released into the stream of commerce, was defective due to inadequate post-marketing warnings and/or instruction. Defendants knew or should have known that there was reasonable evidence of an association between their devices and dense adhesion formation, mesh contracture, and hernia recurrence, causing serious injury and pain. Nonetheless, Defendants failed to provide adequate warnings to health care professionals and the consuming public, including Plaintiff, and continued to aggressively promote their hernia repair devices and the mesh they contained, including the Ventralex ST Hernia Patch.

92. With respect to the complications listed in their warnings, Defendants provided inadequate information or warning regarding the complications, frequency, severity and duration

of those complications, although the associated complications were more frequent and severe, and lasted longer than those with safer feasible alternative hernia repair treatments.

93. If Plaintiff or the implanting surgeons had been properly warned of the defects and dangers of the Ventralex ST Hernia Patch, and of the frequency, severity and duration of the associated risks, Plaintiff would not have consented to allow it to be implanted, and the implanting surgeons would not have implanted the product.

94. Defendants are strictly liable in tort to Plaintiff for their wrongful conduct, including their failure to warn or provide adequate instructions regarding Hernia Mesh Devices. Defendants' actions give rise to a claim for damages under the product liability statute and jurisprudence of Illinois.

95. As a direct and proximate result of Defendants' inadequate and defective warnings and instructions, Plaintiff has been injured and undergone medical treatment, and may potentially undergo future medical treatment. Plaintiff has also sustained severe and permanent physical and mental pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort and consortium, economic loss, and damages, including medical expenses, lost income, and other damages.

96. Plaintiff's injuries were a reasonably foreseeable result of Defendants' failure to provide adequate warnings and instructions.

97. Plaintiff is entitled to recover compensatory, non-compensatory, punitive, and all other damages available under law for injuries sustained as a result of Defendants' failure to provide adequate warnings and instructions on the risks and dangers associated with their Hernia Mesh Devices.

98. As a result of Defendants' failure to warn or to provide adequate warnings, Plaintiff and her health care providers were unaware, and could not have known or learned through reasonable diligence, that Plaintiff had been exposed to the risks alleged in this Complaint; and that those risks were the direct and proximate result of Defendants' wrongful acts and/or omissions.

99. As a direct and proximate result of the inadequate and defective warnings and instructions, Plaintiff suffered injuries and damages as described in this Complaint.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

DAMAGES

100. Plaintiff respectfully request the following damages be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff:

a. Medical Expenses;

b. Pain and Suffering;

c. Mental Anguish, Anxiety, and Discomfort of Plaintiff.;

d. Physical Impairment;

e. Loss of Enjoyment of Life;

f. Pre and post judgment interest;

g. Exemplary and Punitive Damages;

h. Economic Loss

i. Loss of Consortium (if applicable);

j. Treble damages; and

k. Reasonable and necessary attorneys' fees, costs, pre-judgement interest; and such other relief to which Plaintiff may be justly entitled.

WHEREFORE, Plaintiff prays for judgment of and from Defendants in an amount for compensatory damages against Defendants for pain and suffering actual damages; consequential damages; exemplary damages; interest on damages (pre and post-judgment) in accordance with the law; Plaintiff's reasonable attorney's fees, as well as costs of court and all other costs incurred; and such other and further relief as the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury to the full extent permitted by law.

DEMAND FOR JURY TRIAL

The Plaintiff hereby demands a trial by jury on all counts and as to all issues.

Date: July 24, 2025

Respectfully submitted,

NAPOLI SHKOLNIK

By: */s/ Paul J. Napoli*

Paul J. Napoli, #6307568
Attorney Code: 398401
1302 Avenida Ponce De Leon
Santurce, Puerto Rico 00907
Tel: (787) 493-5088
pnapoli@nsprlaw.com
ATTORNEY FOR PLAINTIFF

SUMMONS

IN THE STATE OF ILLINOIS, CIRCUIT COURT

☐ **Alias Summons**

Check if this is not the 1st Summons issued for this Defendant/Respondent.

COUNTY: DuPage
County Where You Are Filing the Case

Enter the case information as it appears on your other court documents.

PLAINTIFF/PETITIONER OR IN RE: MICHAELE HARGROVE
Who started the case. *First, Middle, and Last Name or Business Name*

2025LA000934
Case Number

DEFENDANTS/RESPONDENTS: DAVOL, INC.
Who the case was filed against.
100 Crossings Boulevard
Warwick, RI 02886
First, Middle, and Last Name or Business Name

The Defendant/Respondent named above has been sued. Read this form for information about how to respond to this lawsuit. Also see page 4 for next steps.

For the person filling out this form: Read all instructions in this box.

This *Summons* can only be used for certain types of cases. See the *How To Serve a Summons* Instructions for more information: ilcourts.info/summons-instructions.

Check 1 if this is a 30-day summons, or check 2 if this is a date certain summons. Fill in all the information in 1 or 2.

- Use a **date certain summons** if you are asking for money of $50,000 or less or recovery of your personal property that you think the Defendant has, and for some mandatory arbitration cases. In 2, fill in your court date and how to go to court. You may get the court date when you e-file or you may need to ask the Circuit Clerk's office.
- Use a **30-day summons** for most other case types.

Complete the rest of the form with the Defendant/Respondent's information and information about the lawsuit.

If you are suing more than 1 Defendant/Respondent, attach an *Additional Defendant/Respondent Address and Service Information* form for **each** additional Defendant/Respondent.

☑ 1. 30-DAY SUMMONS

To participate in this case, you must **file** your *Appearance* and *Answer/Response* forms with the court within 30 days after you are served with this *Summons* (not counting the day of service) by e-filing or at:

Court Address: 421 N County Farm Rd., Wheaton, IL 60187
Courthouse Street Address

- or -

☐ 2. DATE CERTAIN SUMMONS

Your court date is listed below. Information about getting a court date and how to attend is available from the Circuit Clerk. You can find their contact information at ilcourts.info/CircuitClerks.

To respond to this *Summons*, you must **attend court** in one of the ways checked below on:

_____ at _____ ☐ a.m. ☐ p.m. in _____.
Month, Day, Year *Time* *Courtroom Number*

Case Number: 2025LA000934

Going to Court for a Date Certain Summons

Court dates may be in-person, remote, or a combination of in-person and remote.

☐ **In person** at: _____
Courtroom Address *Courtroom Number*

☐ **Remotely** (video or telephone)

By video conference at: _____
Video Conference Website

Log-in information: _____
Video Conference Log-in Information, Meeting ID, Password, etc.

By telephone at: _____
Call-in Number for Telephone Remote Appearance

To find out more about remote court options:

Phone: _____ or Website: _____
Circuit Clerk's Phone Number *Website URL*

3. ADDITIONAL INFORMATION ABOUT THE LAWSUIT

a. I am asking for the following amount of money in my *Complaint/Petition*: $ 1,000,000.00.
(Enter 0 if you are not asking for money)

b. I am asking for the return of tangible personal property (items in the Defendant/Respondent's possession) in my *Complaint/Petition*.

☐ Yes ☐ No

4. DEFENDANT/RESPONDENT'S INFORMATION

a. Number of Defendants/Respondents being served:

☑ I am having 1 Defendant/Respondent served and their information is on this form below.

☐ I am having more than 1 Defendant/Respondent served. The first is listed below. I have attached *Additional Defendant/Respondent Address and Service Information* forms for the following number of additional Defendants/Respondents: 1.
Number

b. First Defendant/Respondent's **primary address/information** for service:

Name: DAVOL, INC.
First, Middle, and Last Name, or Business Name

Registered Agent's Name *(if you are serving the Registered Agent of a business)*:

_____
First, Middle, and Last Name

Street Address: 100 Crossings Boulevard
Street, Apt #

City, State, ZIP: Warwick RI 02886
City *State* *Zip*

Telephone: _____ Email: _____

Case Number: 2025LA000934

c. **Second address** for this Defendant/Respondent:
☐ I do **not** have another address where the Defendant/Respondent might be found.
☐ I have another address where this Defendant/Respondent might be found. It is:

Street Address: _____
Street, Apt #

City, State, ZIP: _____
City *State* *Zip*

Telephone: _____ Email: _____

d. Person who will serve your documents on this Defendant/Respondent:
☐ Sheriff in Illinois ☑ Special process server ☐ Licensed private detective
☐ Sheriff outside Illinois: _____
County & State

PLAINTIFF/PETITIONER INFORMATION:
Enter your information below. DuPage Atty # 398401 clk

Name Paul J. Napoli - Attorney for Plaintiff
First, Middle and Last Name

Registered Agent's name, if any _____
First, Middle and Last Name

Street Address 1302 Avenida Ponce de Leon
Street, Apt #

City, State, ZIP: Santurce Puerto Rico 00907
City *State* *Zip*

Telephone: (787) 493-5008 Email: PNanpoli@NSPRLaw.com

Be sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.

STOP The Circuit Clerk and officer or process server will fill in this section.

To be filled in by the Circuit Clerk:

Witness the date: 7/25/2025 8:58 AM

Seal of Court

Clerk of the Court: Candice Adams IH

To be filled in by an officer or process server:

Date of Service: _____

Fill in the date above and give this copy of the Summons to the person served.

Note to officer or process server:

- If 1 is checked, this is a 30-day *Summons* and must be served within 30 days of the witness date.
- If 2 is checked, this is a date certain *Summons* and must be served at least 21 days before the court date, unless 3b is checked yes.
  - If 2 is checked **and** 3b is checked yes, the *Summons* must be served at least 3 days before the court date.
- Fill in the date above and give this copy of the *Summons* to the person served.
- You must also complete the attached *Proof of Service* form and file it with the court or return it to the Plaintiff.

Case Number: 2025LA000934

WHAT'S NEXT

NEXT STEPS FOR PERSON FILLING OUT THIS FORM:

When you file a lawsuit, you must notify the person or business you are suing of the court case by having the *Summons* and Complaint or Petition delivered to them. This is called "serving" them.

File your *Summons* and Complaint or Petition with the Circuit Clerk in the county where your court case should be filed. The Circuit Clerk will "issue" the *Summons* by putting a court seal on the form.

Have the sheriff or a private process server serve the *Summons* and a copy of the Complaint or Petition on the Defendant/Respondent. You cannot serve the *Summons* yourself.

Learn more about each step in the process and how to file in the instructions: ilcourts.info/summons-instructions.

NEXT STEPS FOR PERSON RECEIVING THIS DOCUMENT:

You have been sued:

- Read all documents attached to this *Summons*.
- All documents referred to in this *Summons* can be found at ilcourts.info/forms. Other documents may be available from your local Circuit Court Clerk's office or website.
- You may be charged filing fees, but if you cannot pay them, you can file an *Application for Waiver of Court Fees (Civil)*.
- When you go to court, it is possible that the court will allow you to attend the first court date in this case in-person or remotely by video or phone. Contact the Circuit Court Clerk's office or visit the Court's website to find out whether this is possible and, if so, how to do this.

If Section 1 on page 1 of this *Summons* is checked (30-day summons)*:*

- You **must** file official documents called an *Appearance* and an *Answer/Response* with the court within 30 days of the date you were served with this *Summons*.
- If you do not file an *Appearance* and *Answer/Response* on time, the judge may decide the case without hearing from you. This is called "default." As a result, you could lose the case.
- After you fill out the necessary documents, you need to electronically file (e-file) them with the court. To e-file, you must create an account with an e-filing service provider. For more information, go to ilcourts.info/efiling. If you cannot e-file, you can get an exemption that allows you to file in-person or by mail.
- You should be notified of any future court dates.

If Section 2 on page 1 of on this *Summons* is checked (date certain summons):

- You **must** attend court on the date listed in Section 2 of this *Summons*.
- If you do not attend that court date, the judge may decide the case without hearing from you. This is called "default." As a result, you could lose the case.

Need Help? ¿Necesita ayuda?

- Call or text Illinois Court Help at 833-411-1121 or go to ilcourthelp.gov for information about going to court, including how to fill out and file documents.
- Llame o envíe un mensaje de texto a Illinois Court Help al 833-411-1121, o visite ilcourthelp.gov para obtener información sobre los casos de la corte y cómo completar y presentar formularios.
- You can also get free legal information and legal referrals at illinoislegalaid.org.
- If there are any words or terms that you do not understand, please **visit Illinois Legal Aid Online** at ilao.info/glossary. You may also find more information, resources, and the location of your local legal self-help center at: ilao.info/lshc-directory.

Case Number: 2025LA000934

PROOF OF SERVICE OF SUMMONS AND COMPLAINT/PETITION

IN THE STATE OF ILLINOIS, CIRCUIT COURT

☐ **Alias Summons**

Check if this is not the 1st Summons issued for this Defendant/Respondent.

COUNTY: DuPage
County Where You Are Filing the Case

Enter the case information as it appears on your other court documents.

PLAINTIFF/PETITIONER OR IN RE: MICHAELE HARGROVE
Who started the case. *First, Middle, and Last Name or Business Name*

2025LA000934
Case Number

DEFENDANTS/RESPONDENTS: DAVOL, INC.
Who the case was filed against.
100 Crossings Boulevard
Warwick, RI 02886
First, Middle, and Last Name or Business Name

STOP Do not complete the rest of the form. **The sheriff or special process server will fill in the form.** Give them one copy of this blank *Proof of Service* form for each Defendant/Respondent who will be served.

My name is _____ and I state:
Officer/Process Server First, Middle, Last Name

SERVICE INFORMATION

Defendant/Respondent: _____
First, Middle, Last Name, or Business Name

☐ I was not able to serve the *Summons* and Complaint/Petition on the Defendant/Respondent named above.

- or -

☐ I served the *Summons* and Complaint/Petition on the Defendant/Respondent named above as follows:

☐ **Personally** on the Defendant/Respondent:

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

☐ On **someone else at the Defendant/Respondent's home** who is at least 13 years old and is a family member or lives there:

Name of person served: _____
First, Middle, Last Name

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

and by sending a copy to this Defendant/Respondent in a postage-paid, sealed envelope to the above address on this date: _____.

Case Number: 2025LA000934

☐ On the **Business's agent:** _____
First, Middle, Last Name

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

SERVICE ATTEMPTS

I made the following attempts to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

First Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

Second Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

Third Attempt: On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

Other information about service attempt:

_____

_____

_____

SIGN

I certify under 735 ILCS 5/1-109 that:

1) everything in this document is true and correct, or I have been informed or I believe it to be true and correct, and

2) I understand that making a false statement on this form is perjury and has penalties provided by law.

Your Signature /s/_____ Print Your Name _____

You are: ☐ Sheriff in Illinois ☐ Special process server

☐ Sheriff outside Illinois: _____ ☐ Licensed private detective, license number: _____
County and State *License number*

FEES:

Service and Return: $_____ Miles: $_____ Total: $_____

Candice Adams
e-filed in the 18th Judicial Circuit Court
DuPage County
ENVELOPE: 33709587
2025LA000934
FILEDATE. 7/24/2025 10.06 AM
Date Submitted: 7/24/2025 10:06 AM
Date Accepted 7/24/2025 2.34 PM
JJ

IN THE CIRCUIT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

MICHAELE HARGROVE Plaintiff, v. C.R. BARD, INC., DAVOL, INC., AND BECTON, DICKINSON AND COMPANY Defendants.	CASE NO. 2025LA000934 JUDGE: **COMPLAINT** TRIAL BY JURY DEMANDED

COMPLAINT AND JURY DEMAND

Plaintiff, Michaele Hargrove ("Plaintiff"), by her attorneys, Napoli Shkolnik, brings this lawsuit against Defendants C.R. Bard, Inc., Davol, Inc., and Becton Dickinson and Company ("Defendants") for the personal injuries and damages Michaele Hargrove sustained and alleges the following:

NATURE OF THE ACTION

This action seeks to recover damages for injuries Michaele Hargrove sustained as the direct and proximate result of the wrongful conduct of the Defendants C.R. Bard, Inc., Becton Dickinson and Company in connection with the designing, developing, manufacturing, distributing, labeling, advertising, marketing, promoting, and selling of polypropylene Hernia Mesh devices.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over each Defendant insofar as each Defendant is authorized and licensed to conduct business in the State of Illinois, maintains and carries on

systematic and continuous contacts in this judicial district, regularly transactions business within this judicial district, and regularly avails itself of the benefits of this judicial district.

2. Additionally, Defendants caused tortious injury by acts and omissions in this judicial district and caused tortious injury in this district by acts and omissions outside this district while regularly doing and soliciting business, engaging in a persistent court of conduct, and deriving substantial revenue from goods used or consumed and services rendered in this judicial district.

3. Venue is proper in this Court because the Plaintiff resides in this venue, and Defendant Becton, Dickinson and Company maintains corporate offices in this venue.

4. Venue is proper before this Court because a substantial part of the events or omissions giving rise this claim occurred within this judicial district.

5. Plaintiff underwent hernia repair surgery on August 1, 2019 at Elmhurst Hospital in Illinois. At that time, the Ventralex ST Hernia Patch that Defendants designed, marketed, manufactured, promoted, distributed, and sold, and warranted as safe and effective for use, were implanted into Plaintiff. Plaintiff also underwent an additional hernia repair surgery on July 25, 2023, at UChicago Medicine AdventHealth La Grange in Illinois, in order to remove the previously placed mesh.

6. Defendant Becton Dickinson and Company, individually and as the parent company of C.R. Bard and Davol, is liable to Plaintiff for damages he suffered arising from the design, manufacture, marketing, labeling, improper/inadequate warnings, distribution, sale, and placement of Defendant's Hernia Mesh Devices, effectuated directly and indirectly through Defendant's agents servants, employees and/or owners, all acting within the course and scope of their representative agencies, services employments and/or ownership.

7. Defendants have expected or should have expected their acts to have consequences within each of the states and territories of the United States, and have derived substantial revenue related to the Hernia Mesh Devices from interstate commerce in each of the states and territories of the United States, including the state of Illinois

8. Defendants are also vicariously liable for the acts and omissions of their employees and/or agents who were at all material times acting on Defendant's behalf and within the scope of their employment or agency

9. Either directly, or through their agents, apparent agents, servants or employees, Defendants at all material times sold, distributed and marketed the defective hernia repair devices in the State of Illinois. Defendants derive substantial revenue from those products used or implanted in the State of Illinois. Therefore, Defendants expected, or should have expected, that their business activities could or would subject them to legal action in the State of Illinois

10. Defendants were also involved in the business of monitoring and reporting adverse events concerning their Ventralex ST Henia Patch and having a role in the decision process and response related to any adverse events

11. Defendants are subject to jurisdiction within the State of Illinois and this Court because:

a. Defendants are engaged in substantial business activity within the State of Illinois, Cook County.
b. Defendants designed, manufactured, and placed into the stream of commerce their polypropylene Hernia Mesh devices, including the Ventralex ST Henia Patch.
c. Defendants maintain offices within the State of Illinois.
d. Upon information and belief, at all material times Defendants committed tortious acts within the State of Illinois, out of which Plaintiff's causes of action arise.

12. At all material times, Defendants developed, manufactured, advertised, promoted, marketed, and distributed their defective Ventralex ST Henia Patch throughout the United States,

including within the State of Illinois; and specifically, to Plaintiff and her implanting surgeons or practice groups, or to hospitals where Defendants' product was implanted

13. Since Defendant Becton, Dickinson and Company, parent company to C.R. Bard and Davol, Inc., is a registered corporation in Illinois, maintaining an active presence in the state—including significant regional and subsidiary operations in Illinois, Plaintiff's claims and causes of action are solely state-law claims. Any reference to a federal agency, regulation or rule is stated as background information only and does not raise a federal question. Accordingly, this Court may rightfully exercise jurisdiction, and venue is proper

14. Defendants knowingly market to, and derive income from, patients across the United States, including the State of Illinois, from the sale of polypropylene Hernia Mesh Devices, including the Ventralex ST Henia Patch.

15. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000.00), exclusive of interest and cost

16. Venue in this action properly lies in Illinois in that Defendant Becton, Dickinson and Company is a domestic corporation, registered in the State of Illinois, with significant contacts and operations within the state

17. Defendant Becton, Dickinson and Company, through its subsidiary C.R. Bard, purposefully directed hernia mesh marketing and sales activity into Illinois by soliciting business from Illinois hospitals and surgeons, conducting in-state training programs, and distributing mesh products—including the Ventralex St Hernia Patch mesh at issue in this case—to Illinois providers. Plaintiff's injuries occurred in Illinois as a direct and foreseeable result of Becton, Dickinson and Company's forum-directed commercial activities. As such, Becton, Dickinson and Company has sufficient minimum contacts with Illinois to support specific jurisdiction.

THE PARTIES

18. Plaintiff Michaele Hargrove, is a resident of the State of Illinois, currently residing in Downers Grove, IL. Plaintiff was a resident of Illinois when Defendant's product was implanted, and when her recurrent ventral hernia was diagnosed, requiring the removal of the previously placed Bard mesh.

19. Defendant Becton, Dickinson and Company acquired C.R. Bard Inc., and therefore Davol, Inc., via corporate merger on December 29, 2017.

20. C.R. Bard and its subsidiary Davol Inc. were wholly owned by Becton, Dickinson and Company across the period when Plaintiff's Bard hernia mesh was manufactured, marketed, distributed and ultimately implanted.

21. Becton, Dickinson and Company thereby assumed control and oversight over Bard's product design, regulatory filings, manufacturing processes, marketing strategies, and distribution channels associated with hernia mesh implants.

22. Plaintiff's Ventralex ST Hernia Patch was designed and manufactured under policies and oversight that ultimately came under BD's corporate umbrella following the 2017 acquisition.

23. Before and after acquisition, Bard marketed mesh products widely to hospitals and surgical providers. As part of Becton, Dickinson and Company's Surgical Specialties division, those marketing and distribution responsibilities continued after the acquisition of C.R. Bard.

24. Becton, Dickinson and Company was responsible for post-market surveillance, customer support, safety complaint tracking, and regulatory reporting related to Bard hernia mesh products.

25. Defendant Becton, Dickinson and Company is a registered corporation the State of Illinois, with significant contacts, and operating several regional offices and facilities within the state.

26. Defendant Becton, Dickinson and Company purposefully directed hernia mesh-related activities at Illinois, including marketing, sales and distribution in Cook, DuPage and Lake counties.

27. Defendant Becton, Dickinson and Company maintained field sales representatives or distributors in Illinois who promoted or supported Bard mesh products.

28. Defendant Becton, Dickinson and Company maintains permanent facilities in Illinois that support medical product sales and logistics. These facilities include sites in:

a. 75 N Fairway Drive, Vernon Hills, IL 60061
b. 1400 Opus Place, Downers Grove, IL 60515
c. 5 E 14th Ave, Naperville, IL 60563

29. Defendant C.R. Bard, Inc. is an Illinois corporation with its principal place of business located at C.R. Bard, Inc. at C/O CTC, 820 Bear Tavern Rd., West Trenton, NJ 08628, and is the corporate parent/stockholder of Davol, Inc. (hereinafter "Davol"). It is a multinational developer, manufacturer, producer, seller, marketer, and promoter of medical devices. Defendant controls the largest U.S. market share of hernia mesh devices and participates in the manufacture and distribution of the Hernia Mesh Devices throughout all states and territories of the United States. It also manufactures and supplies Davol with material forming part of the Hernia Mesh Devices. Defendant has derived substantial revenue related to Hernia Mesh Devices from its business throughout the states and territories of the United States.

30. Defendant Becton, Dickinson and Company was at all material times responsible for the actions of Davol. It exercised control over Davol's functions specific to the oversight and

compliance with applicable safety standards regarding Hernia Mesh Devices sold throughout the states and territories of the United States. In such capacity, Defendant committed or allowed to be committed tortious and wrongful acts, including the violation of numerous safety standards relating to manufacturing, quality assurance/control, and conformance with design and manufacturing specifications.

INTRODUCTION

31. Defendant's Hernia Mesh Devices are defined as hernia mesh devices that were designed, manufactured, marketed, labeled, distributed, sold, or otherwise placed on the market by Defendant and are comprised in whole or in part of polypropylene, including the product listed and described below:

a. **Ventralex ST Patch**: Layer of large pore, lightweight polypropylene adhered to a Sepramesh. Resorbable memory ring composed of extruded PDO within a knitted polypropylene mesh tube. Includes polypropylene straps to aid in mesh placement and positioning.

32. Defendants sought and obtained FDA clearance to market their Hernia Mesh Devices under Section 510(k) of the Medical Device Amendment to the Food, Drug and Cosmetics Act. Section 510(k) provides for marketing of a medical device if the device is deemed "substantially equivalent" to other predicate devices marketed prior to May 28, 1976. The 510(k) process is not a formal review for safety or efficacy. No clinical testing or clinical study is required to gain FDA clearance under this process. Upon information and belief, no formal review for safety or efficacy was ever conducted for the Hernia Mesh Devices

FACTUAL ALLEGATIONS

I. Defects and Risks of Defendant's Hernia Mesh Devices

33. Defendants' Hernia Mesh Devices share one common denominator: they all contain polypropylene. Despite Defendant's claims that polypropylene is inert, scientific evidence shows it is biologically incompatible with human tissue, and promotes an immune response in much of the population receiving it. The immune response to polypropylene promotes degradation and contracture of the mesh, as well as the surrounding tissue, and can contribute to the formation of severe adverse reactions to the Hernia Mesh Devices.

34. The numerous suppliers to Defendant of various forms of polypropylene cautioned all users in their U.S. Material Safety Data Sheets (MSDS) that polypropylene was not to be used for medical applications involving permanent implantation in the human body or permanent contact with internal body fluids or tissues.

35. The Hernia Mesh Devices are defective due to their high rates of failure, injury, and complications, their failure to perform as intended, their requirement of frequent and often debilitating revision surgeries, and their cause of severe and irreversible injuries, conditions, and damage to numerous patients, including Plaintiff.

36. The specific nature of the Hernia Mesh Devices' defects include, but are not limited to, the following:

a. The use of polypropylene in the Devices and the immune reactions resulting from such material, cause adverse reactions and injuries.
b. Adverse reactions to the polypropylene in the Devices consist of adhesions, injuries to nearby organs, nerves, or blood vessels, and other complications, including infection, chronic pain, and hernia recurrence.

c. The Devices have a propensity to degrade or fragment over time, causing a chronic inflammatory and fibrotic reaction, and resulting in continuing injury over time as the polypropylene acts as a chronic trigger for inflammation.

d. Upon information and belief, Defendant utilized various substandard and/or adulterated polypropylene resins in the Devices.

e. The weave of the polypropylene mesh produces very small interstices allowing bacteria to enter and hide from white blood cells and macrophages—the host defenses designed to eliminate bacteria. The bacteria also secrete an encasing biofilm, serving to further protect them from destruction by white blood cells and macrophages. In addition, some bacteria are capable of degrading polypropylene.

f. Polypropylene is always impure; there is no pure polypropylene. Polypropylene contains about 15 additional compounds that leach from the product and are toxic to tissue, enhancing the inflammatory reaction and the intensity of fibrosis.

g. Scanning electron microscopy has shown mesh to not be inert, with degradation leading to flaking, fissuring, and release of toxic compounds. This enhances the inflammatory and fibrotic reactions.

h. By 1998 at the latest, polypropylene mesh was known to shrink 30-50%.

i. Polypropylene is subject to oxidation by acids produced during the inflammatory reaction, causing degradation and loss of compliance.

j. Mesh porosity is important for tissue ingrowth, with low porosity decreasing tissue incorporation. Porosity also affects the inflammatory and fibrotic reaction. With mechanical stress, the effective porosity is decreased.

k. After implantation in the human body, polypropylene is known to depolymerize, cross-link, undergo oxidative degradation by free radicals, and stress crack.

l. The large surface area of polypropylene promotes wicking of fluids and bacteria, and is a "bacterial super highway" providing a safe haven for bacteria.

m. Common complications associated with polypropylene include restriction of abdominal wall mobility and local wound disturbances. Failures of

polypropylene often include persistent and active inflammatory processes, irregular or low formation of scar tissue and unsatisfying integration of the mesh in the regenerative tissue area.

37. Shrinkage and stiffness of flexible meshes is affected by scar tissue. The majority of the Hernia Mesh Devices have smaller inter-filament distances and pores that increase the risk of bridging by scar tissue.

38. In most Devices, Defendant use heavyweight, small pore polypropylene, which increases inflammation, foreign body response, and subsequent complications.

39. Although Hernia Mesh Devices mostly utilize the heavyweight, small pore polypropylene, Defendant implemented a design modification in some Devices—lighter weight polypropylene with larger pores. But Defendant knew or should have known that the benefit of larger pores becomes irrelevant in folded or multilayered mesh (e.g., Composix L/P and Ventralight ST), and in the designs that allow significant pore collapse (e.g., Perfix Light Plug and 3D Max Light Mesh).

II. Defendant's Acts & Omissions Regarding Their Defective Devices

40. At all material times, Defendants were responsible for designing, manufacturing, producing, testing, studying, inspecting, labeling, marketing, advertising, selling, promoting, and distributing their Hernia Mesh Devices, and providing warnings/information about the Devices.

41. Defendants' devices were defectively designed and manufactured; and were also defective as marketed due to inadequate warnings, instructions, labeling and/or inadequate testing, despite Defendant's knowledge of the devices' lack of safety.

42. Defendants had obligations to know and timely and adequately disclose scientific and medical information about their Hernia Mesh Devices; and to warn of their risks and side effects as soon as Defendants were aware of them, but they did not do so.

43. Defendants also knew or should have known that their Hernia Mesh Devices unreasonably exposed Plaintiff to the risk of serious harm, while conferring no benefit over available feasible and safer alternatives that did not present the same risks and adverse effects.

44. Defendants made claims regarding the benefits of implanting the Devices but minimized or omitted their risks and adverse effects. Although Defendants knew or should have known that their claims were false and misleading, they failed to adequately disclose the true health consequences and the true risks and adverse effects of the Hernia Mesh Devices.

45. At all material times, Defendants failed to provide sufficient warnings and instructions that would have put Plaintiff, her health care providers, and the general public on notice of the dangers and adverse effects caused by implantation of the Hernia Mesh Devices.

46. Defendants have marketed and continue to market their Hernia Mesh Devices as safe, effective and reliable, and implantable by safe and effective, minimally invasive surgical techniques. Further, Defendants continue to market their Devices as safer and more effective than available feasible alternative treatments for hernias, and other competing products. Those alternatives have existed at all material times, and have always presented less frequent and less severe risks and adverse effects than the Hernia Mesh Devices.

47. The risks of the Hernia Mesh Devices' design outweigh any potential benefits associated with the design. As a result of their defective design and/or manufacture, an unreasonable risk of severe adverse reactions can occur, including but not limited to: foreign body response; granulomatous response; allergic reaction; rejection; erosion; excessive and chronic inflammation; adhesions to internal organs; scarification; improper wound healing; infection; seroma; abscess; fistula; tissue damage and/or death; nerve damage; chronic pain; recurrence of hernia; and other complications.

48. Defendants omitted mention of the Devices' risks, dangers, defects, and disadvantages when they advertised, promoted, marketed, sold and distributed them as safe to regulatory agencies, health care providers, Plaintiff and other consumers. But Defendants knew or should have known that the Hernia Mesh Devices were not safe for their intended purposes, and that they would and did cause serious medical problems, including severe and permanent injuries and damages—and in some cases, catastrophic injuries and death.

49. Defendants have underreported information about the propensity of the Hernia Mesh Devices to fail and cause injury and complications; and have made unfounded representations regarding the efficacy and safety of the Devices through various means and media.

50. Defendant knew or should have known that at all material times their communications about the benefits, risks and adverse effects of the Hernia Mesh Devices, including communications in labels, advertisements and promotional materials, were materially false and misleading.

51. Defendants' nondisclosures, misleading disclosures, and misrepresentations were material and were substantial factors contributing directly to the serious injuries and damages Plaintiff has suffered.

52. Plaintiff would not have agreed to allow the implantation of the Hernia Mesh Devices had Defendants disclosed the true health consequences, risks and adverse effects caused by their Hernia Mesh Devices.

53. Upon information and belief, Defendants failed to conduct adequate pre-market clinical testing and research, and failed to conduct adequate post-marketing surveillance to determine the safety of the Hernia Mesh Devices.

54. Upon information and belief, Defendant failed to disclose on their warning labels or elsewhere that adequate pre-market clinical testing and research, and adequate post-marketing surveillance had not been done on the Hernia Mesh Devices, thereby giving the false impression that the Devices had been sufficiently tested.

55. The Hernia Mesh Devices are defective due to Defendants' failure to adequately warn or instruct Plaintiff and her health care providers concerning at least the following subjects:

n. The Hernia Mesh Devices' propensities for degradation and fragmentation.
o. The rate and manner of mesh erosion or extrusion in the Devices.
p. The risk of chronic inflammation resulting from the Devices.
q. The risk of chronic infections resulting from the Devices.
r. The Devices would be "tension free" only at the time of implantation; and would drastically contract once implanted.
s. The risk of recurrent hernias, intractable hernia pain, and other pain resulting from the Devices.
t. The need for corrective or revision surgery to revise or remove the Devices.
u. The severity of complications that could arise as a result of implantation of the Devices.
v. The hazards associated with the Devices.
w. The Devices' defects described in this Complaint.
x. Treatment of hernias with the Devices is no more effective than with feasible available alternatives; and exposes patients to greater risk than with feasible available alternatives.
y. Treatment of hernias with the Devices makes future surgical repairs more difficult than with feasible available alternatives.
z. Use of the Devices puts patients at greater risk of requiring additional surgery than use of feasible available alternatives.
aa. Complete removal of the Devices may not be possible and may not result in complete resolution of the complications, including pain.

bb. The Hernia Mesh Devices are cytotoxic, immunogenic, and/or non-biocompatible, causing or contributing to complications such as delayed wound healing, chronic inflammation, adhesion formation, foreign body response, rejection, infection, seroma formation, and others.

cc. The Devices significantly contract and harden post-implantation.

56. The Hernia Mesh Devices were at all times utilized and implanted in a manner foreseeable to Defendants: Defendants generated Instructions for Use for the Devices, created implantation procedures, and allegedly trained the implanting physicians. But Defendants provided incomplete and insufficient training and information to physicians regarding the use of the Devices, subsequent anatomical changes, and aftercare of patients, including Plaintiff.

57. The Hernia Mesh Device implanted in Plaintiff was in the same or substantially similar condition as when they left Defendants' possession, and in the condition directed by and expected by Defendants.

58. As a result of having the Hernia Mesh Devices implanted, Plaintiff has experienced significant physical and mental pain and suffering, sustained permanent injury, undergone medical treatment and will likely undergo further medical treatment, and suffered financial or economic loss, including obligations for medical services and expenses, lost income, and other damages.

III. Plaintiff-Specific Allegations

59. The Ventralex ST Hernia Patch, which was defectively designed and manufactured like other polypropylene Hernia Mesh Devices, left Defendants' hands in its defective condition and was delivered into the stream of commerce. Michelle L. Kosik, M.D. implanted a Ventralex ST Hernia Patch as part of Plaintiff's Ventral/Incisional hernia repair surgery on August 1, 2019 in

Elmhurst, Illinois. Plaintiff was implanted with a Ventralex ST Hernia Patch (Ref# 5950009; Lot# HUDN1481).

60. On July 25, 2023, Plaintiff underwent additional surgical intervention at AHLAG La Grange Hospital in La Grange, Illinois by Joseph Christopher Goliath as a result of a recurrent ventral hernia. The procedure performed was a laparoscopic robotic assisted recurrent ventral hernia repair with mesh and removal of foreign body. Dr. Goliath notes that "we placed the camera in that site and immediately noted dense adhesions." He highlights that "these adhesions were quite dense, they were mainly omental in nature, but that there was evidence of some small bowel attachments as well." In his operative report, he indicates "there was mesh that seemed to be more focused on the left part of the left upper quadrant area. This mesh had some dense attachments that had to be cut free completely, but we were able to do that safely under direct vision, so all the bowel and adhesions were free. There was a portion of the mesh, however, that was wrinkled up and not able to lay flat to the abdominal wall. This mesh had to just be cut off and freed completely."

61. As a result of being implanted with the Ventralex ST Hernia Patch, Plaintiff experienced and/or currently experiences chronic pain, which have impaired daily activities.

62. The mechanism of failure in Plaintiff's device was a mechanism of failure that Defendant had marketed and/or warranted would not occur because of Defendant's Hernia Mesh design and composition. The implanted device that Defendant marketed and warranted (*i.e.*, the Ventralex ST Hernia Patch) would not have failed but for the defective design and composition of Defendant's Hernia Mesh.

63. As a direct and proximate result of Defendant's defective design, manufacturing, marketing, distribution, sale and warnings concerning the Ventralex ST Hernia Patch, Plaintiff

suffered, and continues to suffer, injuries and damages, including: past, present and future physical and mental pain and suffering; physical disabilities; and past, present, and future medical, hospital, rehabilitative, and pharmaceutical expenses; as well as other related damages.

IV. Exemplary / Punitive Damages Allegations

64. Plaintiff incorporates the allegations in all prior paragraphs, and further alleges as follows:

65. Plaintiff is entitled to punitive damages because Defendants' wrongful acts and/or omissions were wanton or in conscious disregard of the rights of others. Defendant misled both the medical community and the public at large, including Plaintiff, by making false representations about the safety and efficacy of their Ventralex ST Hernia Patch and other types of Defendants' Hernia Mesh; and by failing to provide adequate instructions and training concerning the use of their products. Defendants downplayed, understated, and/or disregarded their knowledge of the serious and permanent side effects and associated risks, despite available information demonstrating the following: the Ventralex ST Hernia Patch lacked adequate testing, would significantly contract upon implantation, would cause an increased and prolonged inflammatory and foreign body response, high rates of chronic and debilitating pain, foreign body sensation, organ complications, seroma and fistula formation, infections, pain, and other harm to patients. Such risks and adverse effects could have been avoided had Defendants not concealed their knowledge of the serious and permanent side effects and risks associated with the use of their *Hernia Mesh, or provided proper training and instruction to* health care professionals regarding their use. Defendants' misrepresentations included knowingly withholding material information from the FDA, the medical community and the public, including Plaintiff, concerning the safety of their products.

66. Defendants were, or should have been, in possession of evidence demonstrating that their Hernia Mesh caused serious side effects. Nevertheless, they continued to market the products by providing false and misleading information with regard to their safety and efficacy.

67. Defendants failed to provide warnings that would have dissuaded health care professionals from using their Hernia Mesh devices, including the Ventralex ST Hernia Patch, thus preventing health care professionals and consumers, including Plaintiff, from weighing the true risks against the benefits of using the products.

68. Defendants failed to provide adequate training, testing and instructions to health care professionals, which could have prevented the failure of hernia repair devices made with Defendant's Hernia Mesh, thus preventing serious harm and suffering to patients, including Plaintiff.

69. Accordingly, Plaintiff requests punitive damages against Defendants for the harms caused to Plaintiff.

TOLLING OF STATUTE OF LIMITATIONS AND ESTOPPEL

70. Within the time period of any applicable statute of limitations, the nature of Plaintiff's injuries, damages, or her resulting relationship to Defendants' conduct was not discovered, and through reasonable care and due diligence could not have been discovered.

71. As a result of Defendants' misrepresentations and concealment, Plaintiff and her health care providers were unaware, and could not have known or have learned through reasonable diligence, that Plaintiff had been exposed to the risks alleged in this Complaint; and that those risks were the direct and proximate result of Defendants' wrongful acts and or omissions.

72. Limitations are tolled due to equitable or statutory tolling. Defendant is therefore estopped from asserting a statute of limitations defense due to their fraudulent concealment, through

affirmative misrepresentations and omissions, from Plaintiff and her health care providers of the risks and defects associated with Defendants' Hernia Mesh Devices, including the severity, duration and frequency of risks and complications.

73. Defendants affirmatively withheld and/or intentionally misrepresented facts concerning the safety of their Devices, including adverse data and information from studies and testing conducted with respect to the Devices, showing that the risks and dangers associated with the Hernia Mesh Devices were unreasonable.

74. Defendants are estopped from asserting any limitations defense based on their intentional acts of withholding material information about the safety of the Hernia Mesh Devices from Plaintiff and her health care providers.

CAUSES OF ACTION- THEORIES OF RECOVERY

COUNT I: STRICT LIABILITY – FAILURE TO WARN

75. Plaintiff incorporates the allegations in all prior paragraphs, and further alleges as follows:

76. Defendants are the manufacturer, distributor, and/or retailer of Hernia Mesh Devices.

77. Their Devices are inherently dangerous.

78. The use of any of Defendants' Hernia Mesh Devices in a reasonably foreseeable manner involves a substantial danger that a user would not readily recognize.

79. Defendants knew or should have known of these dangers, given the generally recognized and prevailing scientific knowledge available at the time of the manufacture and distribution of their Hernia Mesh Devices.

80. Defendants failed to provide adequate warning of the dangers created by the reasonably foreseeable use of their Devices.

81. When the Ventralex ST Hernia Patch was implanted in Plaintiff, Defendants' warnings and instructions were inadequate and defective. As described above, there was an unreasonable risk that the device would not perform safely and effectively for the purposes for which it was intended. Defendants failed to design and/or manufacture against such dangers and failed to provide adequate warnings and instructions concerning the risks of the Ventralex ST Hernia Patch.

82. Defendants expected and intended their products to reach users such as Plaintiff in the condition in which they were sold.

83. Plaintiff and the implanting surgeons were unaware of the Ventralex ST Hernia Patch's defects and dangers, and were unaware of the frequency, severity, and duration of the defects and risks associated with it.

84. Defendants' Instructions for Use for the Devices expressly understated, misstated, or concealed the risks Defendants knew or should have known were associated specifically with them, as described in this Complaint.

85. Defendants' Instructions for Use for the Hernia Mesh Devices failed to adequately warn Plaintiff or her health care providers of numerous risks Defendants knew or should have known were associated with the Devices.

86. Defendants failed to adequately train or warn Plaintiff or her health care providers about the necessity for surgical intervention in the event of complications, or how to properly treat such complications associated with the Hernia Mesh Devices when they occurred.

87. Defendants failed to adequately warn Plaintiff, her health care providers, and the general public, that the necessary surgical removal of a Hernia Mesh Device in the event of complications would leave the hernia unrepaired, and would necessitate a further attempt to repair the same hernia that the failed Device was intended to treat.

88. Defendants failed to adequately warn health care professionals and the public, including Plaintiff and the implanting surgeons, of the true risks of the product. They did not warn that the Ventralex ST Hernia Patch would contract significantly upon implantation, resulting in chronic and debilitating pain, foreign body sensation, organ complications, hernia recurrence, reoperation, infections, fistula, seroma and hematoma formation, erosion, extrusion, subsequent operations, and more.

89. Defendants failed to timely and reasonably provide adequate instructions and training concerning the safe and effective use of their Ventralex ST Hernia Patch.

90. Defendants failed to perform or otherwise facilitate adequate testing of the product; failed to reveal and/or concealed their testing and research data; and selectively and misleadingly revealed and/or analyzed such testing and research data.

91. Defendants' Hernia Mesh, which Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and released into the stream of commerce, was defective due to inadequate post-marketing warnings and/or instruction. Defendants knew or should have known that there was reasonable evidence of an association between their devices and dense adhesion formation, mesh contracture, and hernia recurrence, causing serious injury and pain. Nonetheless, Defendants failed to provide adequate warnings to health care professionals and the consuming public, including Plaintiff, and continued to aggressively promote their hernia repair devices and the mesh they contained, including the Ventralex ST Hernia Patch.

92. With respect to the complications listed in their warnings, Defendants provided inadequate information or warning regarding the complications, frequency, severity and duration

of those complications, although the associated complications were more frequent and severe, and lasted longer than those with safer feasible alternative hernia repair treatments.

93. If Plaintiff or the implanting surgeons had been properly warned of the defects and dangers of the Ventralex ST Hernia Patch, and of the frequency, severity and duration of the associated risks, Plaintiff would not have consented to allow it to be implanted, and the implanting surgeons would not have implanted the product.

94. Defendants are strictly liable in tort to Plaintiff for their wrongful conduct, including their failure to warn or provide adequate instructions regarding Hernia Mesh Devices. Defendants' actions give rise to a claim for damages under the product liability statute and jurisprudence of Illinois.

95. As a direct and proximate result of Defendants' inadequate and defective warnings and instructions, Plaintiff has been injured and undergone medical treatment, and may potentially undergo future medical treatment. Plaintiff has also sustained severe and permanent physical and mental pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort and consortium, economic loss, and damages, including medical expenses, lost income, and other damages.

96. Plaintiff's injuries were a reasonably foreseeable result of Defendants' failure to provide adequate warnings and instructions.

97. Plaintiff is entitled to recover compensatory, non-compensatory, punitive, and all other damages available under law for injuries sustained as a result of Defendants' failure to provide adequate warnings and instructions on the risks and dangers associated with their Hernia Mesh Devices.

98. As a result of Defendants' failure to warn or to provide adequate warnings, Plaintiff and her health care providers were unaware, and could not have known or learned through reasonable diligence, that Plaintiff had been exposed to the risks alleged in this Complaint; and that those risks were the direct and proximate result of Defendants' wrongful acts and/or omissions.

99. As a direct and proximate result of the inadequate and defective warnings and instructions, Plaintiff suffered injuries and damages as described in this Complaint.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

DAMAGES

100. Plaintiff respectfully request the following damages be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff:

a. Medical Expenses;

b. Pain and Suffering;

c. Mental Anguish, Anxiety, and Discomfort of Plaintiff.;

d. Physical Impairment;

e. Loss of Enjoyment of Life;

f. Pre and post judgment interest;

g. Exemplary and Punitive Damages;

h. Economic Loss

i. Loss of Consortium (if applicable);

j. Treble damages; and

k. Reasonable and necessary attorneys' fees, costs, pre-judgement interest; and such other relief to which Plaintiff may be justly entitled.

WHEREFORE, Plaintiff prays for judgment of and from Defendants in an amount for compensatory damages against Defendants for pain and suffering actual damages; consequential damages; exemplary damages; interest on damages (pre and post-judgment) in accordance with the law; Plaintiff's reasonable attorney's fees, as well as costs of court and all other costs incurred; and such other and further relief as the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury to the full extent permitted by law.

DEMAND FOR JURY TRIAL

The Plaintiff hereby demands a trial by jury on all counts and as to all issues.

Date: July 24, 2025

Respectfully submitted,

NAPOLI SHKOLNIK

By: */s/ Paul J. Napoli*

Paul J. Napoli, #6307568
Attorney Code: 398401
1302 Avenida Ponce De Leon
Santurce, Puerto Rico 00907
Tel: (787) 493-5088
pnapoli@nsprlaw.com
ATTORNEY FOR PLAINTIFF

Case Title: MICHAELE HARGROVE -VS- C R BARD INC ET AL.

Assigned Location: 2008 Legal Status: ACTIVE Initiating Agency: CLERKS OFFICE

----------Parties----------

Name: DAVOL INC

Role: DEFENDANT

Address: 100???CROSSINGS???BOULEVARD

WARWICK RI 02886

Name: BECTON DICKINSON AND COMPANY

Role: DEFENDANT

Address: 1400???OPUS PLACE, SUITE???805

DOWNERS GROVE IL 60515

Name: C R BARD INC

Role: FIRST-NAMED DEFENDANT

Address: C/O CTC, 820 BEAR TAVERN RD.

WEST TRENTON NJ 08628

Name: MICHAELE HARGROVE

Role: FIRST-NAMED PLAINTIFF

Name: NAPOLI SHKOLNIK PLLC

Role: Attorney Of RecordNAPOLI SHKOLNIK PLLC

Address: 1301 AVENIDA PONCE DE LEON

SANTURCE PR 00907

Name: THOMSON REUTERS

Role: Attorney Of RecordTHOMSON REUTERS

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D5-S521

EAGAN MN 55123

Name: THOMSON REUTERS

Role: Attorney Of RecordTHOMSON REUTERS

Address: 610 OPPERMAN DRIVE

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Name: COURTHOUSE NEWS SERVICE

Role: Attorney Of RecordCOURTHOUSE NEWS SERVICE

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SUITE 310

PASADENA CA 91103

Name: SONJA NORDSTROM
Role: Attorney Of RecordSONJA NORDSTROM
Address: 511 RICHMOND HILL DRIVE
GENESEO IL 61254

----------Count Number: 0001----------

Type of Case: LA0043 TORT - PRODUCT LIABILITY (EXCLUDING ASBESTOS)
Issuing Agency: CLERKS OFFICE Status: ACTIVE

07/24/2025 10110 DEFENDANT
Last Name: DAVOL INC
07/24/2025 10010 ADDRESS
Last Name: DAVOL INC Address Type: HOME Address Line 1: 100???CROSSINGS???BOULEVARD City: WARWICK State: RI Zip Code: 02886 Country Code: USA
07/24/2025 10100 FIRST-NAMED DEFENDANT
Last Name: C R BARD INC
07/24/2025 10010 ADDRESS
Last Name: C R BARD INC Address Type: HOME Address Line 1: C/O CTC, 820 BEAR TAVERN RD. City: WEST TRENTON State: NJ Zip Code: 08628 Country Code: USA
07/24/2025 10110 DEFENDANT
Last Name: BECTON DICKINSON AND COMPANY
07/24/2025 10010 ADDRESS
Last Name: BECTON DICKINSON AND COMPANY Address Type: HOME Address Line 1: 1400???OPUS PLACE, SUITE???805 City: DOWNERS GROVE State: IL Zip Code: 60515 Country Code: USA
07/24/2025 10200 FIRST-NAMED PLAINTIFF
First Name: MICHAELE Last Name: HARGROVE
07/24/2025 700210 CIVIL COUNT
07/24/2025 2140 ORIGINAL LOCATION ASSIGNMENT
New Location: 2008
07/24/2025 5195 APPEARANCE
For: MICHAELE HARGROVE
07/24/2025 5350 COMPLAINT
07/24/2025 4181 CIVIL CASE FILING ASSESSMENT
07/24/2025 113 CASE MGMT CONFERENCE INITIAL SETTING
Court Date: 10/21/2025 Court Location: 2008 Court Time: 9:00 AM Purpose Code: CASE MANAGEMENT
07/24/2025 10320 ATTORNEY OF RECORD
Attorney: NAPOLI SHKOLNIK PLLC
07/24/2025 10350 EFILEIL ATTY LEAD
First Name: PAUL Middle Name: J. Last Name: NAPOLI ARDC #: 6307568

07/24/2025 5570 JURY DEMAND
# of Jurors: 12 Total Assessment Amount: $212.50 For: MICHAELE HARGROVE
07/24/2025 10320 ATTORNEY OF RECORD
Attorney ID: 99991
07/24/2025 10320 ATTORNEY OF RECORD
Attorney ID: 99991
07/24/2025 9601 CIVIL FUND RECEIVED
Allocated Amount: $12.25
07/24/2025 9700 APPLICATION OF FUND
07/25/2025 6610 SUMMONS ISSUED
07/25/2025 6610 SUMMONS ISSUED
07/25/2025 6610 SUMMONS ISSUED
07/25/2025 10320 ATTORNEY OF RECORD
Attorney ID: 99987
07/25/2025 10320 ATTORNEY OF RECORD
Attorney ID: 99959
07/25/2025 9601 CIVIL FUND RECEIVED -TYLER
Allocated Amount: $560.50
07/25/2025 9700 APPLICATION OF FUND
07/25/2025 9700 APPLICATION OF FUND
07/29/2025 9600 FUND RECEIVED
Allocated Amount: $12.25
07/29/2025 9700 APPLICATION OF FUND
07/29/2025 9600 FUND RECEIVED
Allocated Amount: $12.25
07/29/2025 9700 APPLICATION OF FUND
07/30/2025 9600 FUND RECEIVED
Allocated Amount: $12.25
07/30/2025 9700 APPLICATION OF FUND

Court File History
18th Judicial Circuit Court
Docket of CourtFile 2025LA000934
Bill Of Costs

Date	Code	Service Rendered	Obligor	Assessed	Applied	Due
07/24/2025	9700	APPLICATION OF FUND		$0.00	$12.25	-$12.25
07/24/2025	4181	CIVIL CASE FILING ASSESSMENT	NAPOLI SHKOLNIK PLLC	$348.00	$0.00	$335.75
07/24/2025	5570	JURY DEMAND	NAPOLI SHKOLNIK PLLC	$212.50	$0.00	$548.25
07/24/2025	4172	COPIES ASSESSMENT	THOMSON REUTERS	$12.25	$0.00	$560.50
07/25/2025	9700	APPLICATION OF FUND		$0.00	$348.00	$212.50
07/25/2025	9700	APPLICATION OF FUND		$0.00	$212.50	$0.00
07/25/2025	4172	COPIES ASSESSMENT	COURTHOUSE NEWS SERVICE	$12.25	$0.00	$12.25
07/25/2025	4172	COPIES ASSESSMENT	SONJA NORDSTROM	$12.25	$0.00	$24.50
07/28/2025	4172	COPIES ASSESSMENT	COURTHOUSE NEWS SERVICE	$12.25	$0.00	$36.75
07/29/2025	9700	APPLICATION OF FUND		$0.00	$12.25	$24.50
07/29/2025	9700	APPLICATION OF FUND		$0.00	$12.25	$12.25
07/30/2025	9700	APPLICATION OF FUND		$0.00	$12.25	$0.00
				---	---	---
			Case Total:	$609.50	$609.50	$0.00

This bill of costs reflects amounts filed after January 1, 2002. If you need a bill of costs for prior years, please contact our office.

Obligor	Assessed	Applied	Due
COURTHOUSE NEWS SERVICE	$24.50	$24.50	$0.00
THOMSON REUTERS	$12.25	$12.25	$0.00
SONJA NORDSTROM	$12.25	$12.25	$0.00
NAPOLI SHKOLNIK PLLC	$560.50	$560.50	$0.00
Case Total:	$609.50	$609.50	$0.00

This bill of costs reflects amounts filed after January 1, 2002. If you need a bill of costs for prior years, please contact our office.