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'26CV4314 JO VET

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

IN RE: ANGIODYNAMICS, INC., AND NAVILYST MEDICAL, INC., PORT CATHETER PRODUCTS LIABILITY LITIGATION	Case No. 3:24-md-03125-JO-VET MDL No. 3125 HON. JINSOOK OHTA
MARK RICHARD STEVENS, *Plaintiff*, vs. ANGIODYNAMICS, INC., AND NAVILYST MEDICAL, INC., *Defendants*. Civil Action No.:	**COMPLAINT AND JURY DEMAND**

Plaintiff, MARK RICHARD STEVENS, files this Complaint pursuant to Case Management Order (CMO) No. 1 ("Direct Filing Order"), and is bound by the rights, protections, privileges, and obligations of that CMO. In accordance with CMO No. 1, Plaintiff hereby designates the United States District Court for the Western District of Pennsylvania as Plaintiff's designated venue ("Original Venue"), as this case may have originally been filed in this District pursuant to 28 U.S.C. § 1391.

COMES NOW the Plaintiff, MARK RICHARD STEVENS (hereinafter "Plaintiff"), by and through his undersigned counsel, and brings this Complaint against AngioDynamics, Inc, and Navilyst Medical, Inc. (collectively, the "Defendants"), and hereby alleges as follows:

1. This is an action for damages arising out of the failure relating to Defendants' design, development, testing, assembling, manufacturing, packaging, promoting, marketing, distribution, supplying, and/or selling the defective implantable vascular access device sold under the trade name of SmartPort (hereinafter "SmartPort", or "Defective Device").

PARTIES

2. Plaintiff, MARK RICHARD STEVENS, is an adult citizen and resident of Indiana County, Pennsylvania, and claims damages as set forth below.

3. Defendant AngioDynamics, Inc. ("AngioDynamics") is a Delaware corporation with its principal place of business located in Latham, New York. AngioDynamics conducts business throughout the United States, including the State of Pennsylvania. AngioDynamics is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate commerce, either directly or indirectly through third parties or related entities, its medical devices, including the SmartPort.

4. Defendant Navilyst Medical, Inc. ("Navilyst") is a Delaware corporation with its principal place of business located in Marlborough, Massachusetts. Navilyst conducts business throughout the United States, including the State of Pennsylvania, and is a wholly owned subsidiary of AngioDynamics. Navilyst is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate commerce, either directly or indirectly through third parties or related entities, its medical devices, including the SmartPort.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C. §1332(a) because the parties are citizens of different states and the amount in controversy exceeds $75,000.00, exclusive of interest and cost.

6. Venue is proper in this Court pursuant to 28 U.S.C. §1391 by virtue of the facts that (a) a substantial part of the events or omissions giving rise to the claims occurred in the Original Venue and (b) Defendants' products are produced, sold to and consumed by individuals in the State of Pennsylvania, thereby subjecting Defendants to personal jurisdiction in this action and making them all "residents" of this judicial District.

7. Defendants have and continue to conduct substantial business in the State of California and in the Original Venue, distribute vascular access products in the Original Venue, receive substantial compensation and profits from sales of vascular access products in the Original Venue, and made material omissions and misrepresentations and breaches of warranties in the Original Venue, subjecting them to *in personam* jurisdiction in the Original Venue.

8. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has *in personam* jurisdiction over Defendants, because

Defendants are present in the State of Pennsylvania, such that requiring an appearance does not offend traditional notices of fair and substantial justice.[1]

PRODUCT BACKGROUND

9. In or about 2003, a company called Horizon Medical Products ("Horizon") obtained clearance via the 510(k) Premarket Notification Program from the Food and Drug Administration to market and sell a product called the Triumph VTX Port with LiveValve Catheter under the 510(k) number K032557.

10. Shortly after the clearance of the Triumph port, Horizon merged with Rita Medical Systems, which was in the process of being acquired by AngioDynamics.

11. In or about 2007, Rita Medical Systems, Inc. received clearance via the 510(k) Premarket Notification Program from the Food and Drug Administration (FDA) to market and sell a product called Vortex® CT Port Access System.

12. Around the same time, AngioDynamics completed the acquisition of the assets and liabilities of Rita Medical Systems, Inc. and rebranded the subject product as SmartPort CT.

13. The SmartPort port system bears a design and specifications that differ significantly from the Triumph port (including but not limited to the catheter design and connection hub), but Defendants represented to regulatory authorities that the SmartPort port was substantially similar to Triumph port cleared under the K032557 submission.

14. Because the SmartPort port system's design and specifications differ significantly from the Triumph port, which was not communicated to the FDA in the 510(k) submission, the SmartPort is per se misbranded pursuant to the Food, Drug, and Cosmetic Act.

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[1] *See 42 Pa.C.S.* § 5322 (2024) (Pennsylvania's "Long Arm Statute").

15. The SmartPort is not substantially equivalent to the Triumph, and substantial equivalence is a fundamental requirement of the FDA's 510(k) clearance process.

16. Defendant's Vascular Access Devices were designed, patented, manufactured, labeled, marketed, sold, and distributed by Defendants at all relevant times herein.

17. The SmartPort is one of several varieties of port/catheter systems that has been designed, manufactured, marketed, and sold by Defendants.

18. According to Defendants, the SmartPort is totally implantable vascular access device designed to provide repeated access to the vascular system for the delivery of medication, intravenous fluids, parenteral nutrition solutions, and blood products.

19. The intended purpose of the SmartPort is to make it easier to deliver medications directly into the patient's blood stream. The device is surgically placed completely under the skin and left implanted.

20. The SmartPort is a system consisting of two primary components: an injection port and a polyurethane or silicone catheter which includes additives intended to make it radiopaque.

21. The SmartPort has many variations, some of which include polyurethane catheters and some of which include silicone catheters.

22. The injection port has a raised center, or "septum," where the needle is inserted for delivery of the medication. The medication is carried from the port into the bloodstream through a small, flexible tube, called a catheter, that is inserted into a blood vessel.

23. The SmartPort is indicated for patient therapies requiring repeated access to the vascular system. The port system can be used for infusion of medications, I.V. fluids, parenteral nutrition solutions, blood products, and for the withdrawal of blood samples.

24. The product's catheter is comprised of a polymeric mixture of polyurethane or silicone and a barium sulfate radiopacity agent.

25. Barium sulfate is known to contribute to reduction of the mechanical integrity of polyurethane and silicone *in vivo* as the particles of barium sulfate dissociate from the surface of the catheter over time, leaving microfractures and other alterations of the polymeric structure and degrading the mechanical properties of the polyurethane.

26. Researchers have shown that catheter surface degradation in products featuring a radiopaque barium sulfate stripe is concentrated at the locus of the stripe.[2]

27. The mechanical integrity of barium sulfate-impregnated polyurethane or silicone is affected by the concentration of barium sulfate as well as the heterogeneity of the modified polymer.

28. Upon information and belief, Defendants' manufacturing process in designing and constructing the catheter implanted in Plaintiff involved too high a concentration of barium sulfate particles for the polymer formulation, leading to improperly high viscosity of the admixed polyurethane or silicone before polymerization and causing improper mixing of barium sulfate particles within the polymer matrix.

29. This defect in the manufacturing process led to a heterogeneous modified polymer which led to an irregular catheter surface replete with fissure, pits and cracks.

30. The roughened catheter surface leads to the collection and proliferation of fibrinous blood products, thereby drastically increasing the risk of biofilm, infection, and sepsis.

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[2] *See* Hecker JF, Scandrett LA. Roughness and thrombogenicity of the outer surfaces of intravascular catheters. *J Biomed Mater Res*. 1985;19(4):381-395. doi:10.1002/jbm.820190404

31. Although the surface degradation and resultant mechanical failure can be reduced or avoided with design modifications (*e.g.*, using a higher grade radiopacity compound and/or encapsulating the admixed polymer within polyurethane), Defendants elected not to incorporate those design elements into the SmartPort.

32. At all times relevant, Defendants misrepresented the safety of the SmartPort system, and negligently designed, manufactured, prepared, compounded, assembled, processed, labeled, marketed, distributed, and sold the SmartPort system as safe and effective device to be surgically implanted to provide repeated access to the vascular system for the delivery of medications, intravenous fluids, parenteral nutrition solutions, and blood products.

33. At all times relevant to this action, Defendants knew and had reason to know, that the SmartPort was not safe for the patients for whom they were prescribed and implanted, because once implanted the device was prone to infection, thrombosis, fracturing, migrating, perforating internal vasculature and otherwise malfunctioning.

34. At all times relevant to this action, Defendants knew and had reason to know that patients implanted with a SmartPort port had an increased risk of suffering life threatening injuries, including but not limited to: death; hemorrhage; cardiac/pericardial tamponade (pressure caused by a collection of blood in the area around the heart); infection; cardiac arrhythmia and other symptoms similar to myocardial infarction; severe and persistent pain; and perforations of tissue, vessels and organs, or the need for additional surgeries to remove the defective device.

35. Soon after the SmartPort was introduced to market, which was years before Plaintiff was implanted with his device, Defendants began receiving large numbers of adverse event reports ("AERs") from health care providers reporting that the SmartPort was fracturing post-implantation and that fractured pieces were migrating throughout the human body, including to the heart and lungs. Defendants also received large numbers of

AERs reporting that the SmartPort was found to have perforated internal vasculature. These failures were often associated with reports of severe patient injuries such as:

a. hemorrhage;
b. infection/ sepsis;
c. cardiac/pericardial tamponade;
d. cardiac arrhythmia and other symptoms similar to myocardial infarction;
e. severe and persistent pain;
f. perforations of tissue, vessels, and organs; and
g. upon information and belief, even death.

36. In addition to the large number of AERs which were known to Defendants and reflected in publicly accessible databases, there are many recorded device failures and/or injuries related to the Defendants' implantable port products which were concealed from medical professionals and patients through submission to the FDA's controversial Alternative Summary Reporting ("ASR") program.

37. The FDA halted the ASR program after its existence was exposed by a multi-part investigative piece, prompting a widespread outcry from medical professionals and patient advocacy groups.[3]

38. Prior to the discontinuation of the ASR program, Defendants reported numerous episodes of failures of their implanted port/catheter products – including numerous episodes of thrombosis and blood clots – under the ASR exemption, thereby concealing them from physicians and patients.

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[3] Christina Jewett, *Hidden Harm: Hidden FDA Reports Detail Harm Caused by Scores of Medical Devices*, Kaiser Health News (Mar. 2019).

39. Defendants were aware or should have been aware that the SmartPort had a substantially higher failure rate than other similar products on the market, yet Defendants failed to warn consumers of this fact.

40. Defendants also intentionally concealed the severity of complications caused by the SmartPort and the likelihood of these events occurring.

41. Rather than alter the design of the SmartPort to make it safer or adequately warn physicians of the dangers associated with the SmartPort, Defendants continued to actively and aggressively market the SmartPort as safe, despite their knowledge of numerous reports of infection, fracture, thrombosis, and associated injuries.

42. Moreover, Defendants concealed—and continue to conceal—their knowledge of the SmartPort's dangerous propensity to precipitate thrombosis and blood clots. Defendants further concealed their knowledge that the catheter design caused these failures and that these failures cause serious injuries.

43. The conduct of Defendants, as alleged in this Complaint, constitutes willful, wanton, gross, and outrageous corporate conduct that demonstrates a conscious disregard for the safety of Plaintiff. Defendants had actual knowledge of the dangers presented by the SmartPort, yet consciously failed to act reasonably to:

a. Adequately inform or warn Plaintiff, his prescribing physicians, or the public at large of these dangers;

b. Establish and maintain an adequate quality and post-market surveillance system; or

c. Recall the SmartPort System from the market.

SPECIFIC FACTUAL ALLEGATIONS AS TO PLAINTIFF

44. On or about June 7, 2021, Plaintiff underwent placement of an AngioDynamics SmartPort Port Catheter product, with model number H787CT80STPDVI1 and lot number 5673775. This SmartPort device consisted of a port

body and polyurethane catheter and was implanted through the left internal jugular vein for the administration of chemotherapy treatment related to lymphoma.

45. Defendants, directly or through their agents, apparent agents, servants, or employees designed, manufactured, marketed, advertised, distributed, and sold the SmartPort that was implanted in Plaintiff.

46. Defendants manufactured, sold, and/or distributed the SmartPort to Plaintiff, through Plaintiff's doctors, to be used for vein access.

47. On or about June 21, 2021, Plantiff presented to Indiana Regional Medical Center in Indiana, Pennsylvania, with complaints of pain around his SmartPort site radiating into his neck and symptoms consistent with infection. During hospitalization, wound cultures obtained from the port site grew Pseudomonas, and Plaintiff was diagnosed with cellulitis, severe neutropenia, and sepsis.

48. On or about June 23, 2021, Plaintiff underwent removal of the infected SmartPort. The procedure was performed by Muralidhar R. Guddeti, M. D. at Indiana Regional Medical Center in Indiana, Pennsylvania. During the procedure, the entire SmartPort and catheter were removed due to infection, cellulitis, sepsis, and positive Pseudomonas wound cultures.

49. At all times, the SmartPort was utilized and implanted in a manner foreseeable to Defendants, as Defendants generated the instructions for use and created procedures for implanting the product.

50. The SmartPort implanted into Plaintiff was in the same or substantially similar condition as when it left the possession of Defendants, and in the condition directed by and expected by Defendants.

51. Plaintiff and Plaintiff's physicians foreseeably used and implanted the SmartPort, and did not misuse, or alter the SmartPort in an unforeseeable manner.

52. Defendants advertised, promoted, marketed, sold, and distributed the SmartPort as a safe medical device when Defendants knew or should have known the SmartPort was not safe for its intended purposes and that the product could cause serious medical problems.

53. Defendants had sole access to material facts concerning the defective nature of the products and their propensity to cause serious and dangerous side effects.

54. In reliance on Defendants' representations, Plaintiff's doctor was induced to, and did use, the SmartPort.

55. As a result of having the SmartPort implanted, Plaintiff sustained significant mental and physical pain and suffering, suffered permanent injury, permanent and substantial physical deformity, underwent corrective surgery or surgeries, and suffered financial or economic loss, including, but not limited to, obligations for medical services and expenses.

56. Defendants' SmartPort was marketed to the medical community and to patients as safe, effective, reliable, medical devices; implanted by safe and effective, minimally invasive surgical techniques for the treatment of medical conditions, and as safer and more effective as compared to the traditional products and procedures for treatment, and other competing Vascular Access Devices.

57. Defendants have marketed and sold the SmartPort to the medical community at large and patients through carefully planned, multifaceted marketing campaigns and strategies. These campaigns and strategies include, but are not limited to, direct to consumer advertising, aggressive marketing to health care providers at medical conferences, hospitals, private offices, and/or group purchasing organizations, and include a provision of valuable consideration and benefits to the aforementioned.

58. The injuries, conditions, and complications suffered due to Defendants' SmartPort include but are not limited to hemorrhage; cardiac/pericardial tamponade;

cardiac arrhythmia and other symptoms similar to myocardial infarction; severe and persistent pain; perforations of tissue, vessels and organs; and even death.

59. Defendants were negligent toward Plaintiff in the following respects:

a. Defendant failed to design and establish a safe, effective procedure for removal of the SmartPort; therefore, in the event of a failure, injury, or complications, it is difficult to safely remove the SmartPort.

b. Defendants provided incomplete, insufficient, and misleading information to physicians in order to increase the number of physicians using the SmartPort for the purpose of increasing their sales. By so doing, Defendants caused the dissemination of inadequate and misleading information to patients, including the Plaintiff.

60. The SmartPort was utilized and implanted in a manner foreseeable to Defendants.

61. The SmartPort implanted into Plaintiff was in the same or substantially similar condition as when it left the possession of the Defendants, and in the condition directed by the Defendants.

62. At the time of his implant procedure, Plaintiff was not informed of, and had no knowledge of the complaints, known complications, and risks associated with SmartPort.

63. Plaintiff was never informed by Defendants of the defective and dangerous nature of the SmartPort.

64. At the time of Plaintiff's implant procedure, neither Plaintiff nor Plaintiff's physicians were aware of the defective and dangerous condition of the SmartPort.

65. At the time of the injuries referenced herein, Plaintiff did not know that the corrective surgery Plaintiff underwent was due to a defect in the SmartPort.

66. As a direct and proximate result of the defective SmartPort and the wrongful acts and omissions of the Defendants as alleged herein, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages.

DISCOVERY RULE AND TOLLING

67. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

68. Plaintiff's action has been filed within the applicable statute of limitations period allowable pursuant to Pennsylvania law.

69. In Pennsylvania, a person must bring suit for personal injury within two years after the cause of action accrues, unless the running of the statue of limitations is tolled by operation of the discovery rule or other applicable law.

70. Pennsylvania recognizes the discovery rule, which tolls the running of the statue of limitations where the injured party, despite the exercise of reasonable diligence, is unable to know of the injury or its cause. Under the discovery rule, a cause of action does not accrue until the plaintiff knew, or reasonably should have known, of the injury and that it may have been caused by another party's conduct.

71. Plaintiff first learned of his potential cause of action in approximately late 2025, when he viewed advertisements concerning recently discovered risks associated with SmartPort and similar port catheter devices. Prior to that time, Plaintiff had no reason to suspect that his injuries, infection, sepsis and subsequent removal of the SmartPort may have been caused by a defect in the device. Accordingly, Plaintiff's cause of action accrued upon discovery pursuant to Pennsylvania's discovery rule.

72. Plaintiff's Injuries, including port infection, cellulities, sepsis, and the subsequent removal of his SmartPort device, were objectively verifiable. However, the nature and cause of those injuries did not become apparent until Plaintiff learned that the

SmartPort may have been defective and that defects associated with the device could have caused or contributed to the injuries he suffered.

73. Despite seeking medical treatment for his SmartPort-related complications, including infection, cellulitis, sepsis, and eventual removal of the device, Plaintiff was never informed that the SmartPort may have been defective. Plaintiff's healthcare provider did not advise him that SmartPort was faulty or that his injuries could have been definitvely caused by a defect in the device. Rather, Plaintiff understood his complication related to his medical condition and or treatment. It was not until Plaintiff later learned through advertisements that the SmartPort may have be defective.

74. After learning of the potential connection between his SmartPort-related injuries and defects allegedly associated with SmartPort devices through advertisements in late 2025, Plaintiff acted diligently in investigating his claims. Plaintiff thereafter retained legal counsel, and subsequently filed this complaint.

FRAUDULENT CONCEALMENT

75. The expiration of Pennsylvania's two-year statute of limitations has been equitably tolled by reason of Defendants' fraudulent concealment, and fraudulent conduct.

76. In Pennsylvania, a defendant's fraudulent concealment of wrongdoing may toll the statue of limitations after the cause of action accrues.

77. To establish fraudulent concealment under Pennsylvania law, a plaintiff must demonstrate that the defendant, through fraud, concealment, or misleading conduct, caused the plaintiff to relax his vigilance or deviate from his right of inquiry, thereby preventing the timely discovery of the facts giving rise to the cause of action.

78. The statute of limitations is tolled until "the fraud is discovered or could have been discovered with reasonable diligence."

79. Through affirmative misrepresentations and omissions, Defendants actively concealed from Plaintiff the true risks associated with the implantation and use of Defendants' SmartPort product.

80. Here, Defendants knew that the SmartPort was defective, as evidenced by numerous documented adverse events associated with the product. Such adverse event information was concealed from Plaintiff to his detriment.

81. Defendants were aware that patients, like Plaintiffs, were being "wronged" in that they did not receive full and accurate safety information about the SmartPort before agreeing to have the product implanted. Such information was also concealed from Plaintiff's doctors.

82. Defendants are estopped from relying on the statute of limitations defense because Defendants actively concealed the defects, suppressed reports, failed and/or continue to fail, to follow through on regulatory requirements, and failed and/or continue to fail to disclose known defects to physicians. Instead of revealing the defects, Defendants continued to represent that the SmartPort is safe for its intended use.

83. Defendants are and were under a continuing duty to disclose the true character, quality, and nature of risks and dangers associated with the SmartPort. Due to Defendants' concealment of the true character, quality, and nature of the SmartPort, Defendants are estopped from relying on any statute of limitations defense.

84. Defendants furthered this fraudulent concealment through a continued and systematic failure to disclose information to Plaintiff, Plaintiff's healthcare Providers, and the public.

85. Defendants' acts before, during and/or after the act causing Plaintiff's injury prevented Plaintiff from discovering the injury or the cause of the injury.

86. Defendants' conduct, as described in this Complaint, amounts to conduct purposely committed, which Defendants must have realized was dangerous, heedless, reckless, and without regard to the consequences or Plaintiff's rights and safety.

87. Defendants' conduct, as described in this Complaint, also amounts to a continuing tort, and continues up through and including the date of the filing of Plaintiff's Complaint.

88. As a result of Defendants' actions, Plaintiff could not reasonably have known or learned through reasonable diligence that he had been exposed to the risks alleged herein associated with Defendants' SmartPort product, and that those risks were the direct and proximate result of Defendants' acts and omissions.

89. Upon learning of Defendants' fraud – as exposed in the social media advertisement about defect port catheter devices, including the SmartPort, Plaintiff promptly sought legal counsel after his discovery of his potential cause of action.

90. Pursuant to Pennsylvania law with application of the discovery rule, as invoked by Defendants' fraudulent concealment, Plaintiff has timely filed his complaint within two years of discovering his cause of action, which is the same date he discovered the fraud which deterred Plaintiff from bringing the action sooner.

FIRST CAUSE OF ACTION
NEGLIGENCE

91. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

92. The Defendants owed Plaintiff a duty to exercise reasonable care when designing, manufacturing, marketing, advertising, distributing, selling, and conducting post-market surveillance of the SmartPort.

93. The Defendants failed to exercise due care under the circumstances and therefore breached this duty by:

a. Failing to properly and thoroughly test the SmartPort before releasing the device to market, and/or failing to implement feasible safety improvements;

b. Failing to properly and thoroughly analyze the data resulting from any pre-market testing of the SmartPort;

c. Failing to conduct sufficient post-market testing and surveillance of the SmartPort;

d. Designing, manufacturing, marketing, advertising, distributing, and selling the SmartPort to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the SmartPort and without proper instructions to avoid the harm which could foreseeably occur as a result of using the SmartPort;

e. Failing to exercise due care when advertising and promoting the SmartPort; and

f. Negligently continuing to manufacture, market, advertise, and distribute the SmartPort after Defendants knew or should have known of its adverse effects.

94. In performing the foregoing acts, omissions, and misrepresentations, Defendants acted grossly negligent, fraudulently, and with malice so as to justify an award of punitive and/or exemplary damages.

95. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

SECOND CAUSE OF ACTION
STRICT PRODUCTS LIABILITY – FAILURE TO WARN

96. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

97. Defendants designed, set specifications, manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold the SmartPort, including the one implanted into Plaintiff, into the stream of commerce and in the course of same, directly advertised and marketed the device to consumers or persons responsible for consumers, and therefore had a duty to warn of the risk of harm associated with the use of the device and to provide adequate instructions on the safe and proper use of the device.

98. At the time Defendants designed, manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold the device into the stream of commerce, the device was defective and presented a substantial danger to users of the product when put to its intended and reasonably anticipated use, namely as an implanted port/catheter system to administer the medications. Defendants failed to adequately warn of the device's known or reasonably scientifically knowable dangerous propensities, and further failed to adequately provide instructions on the safe and proper use of the device.

99. Defendants knew or should have known at the time they manufactured, labeled, distributed and sold the SmartPort that was implanted into Plaintiff that the SmartPort posed a significant and higher risk than other similar devices of device failure and resulting serious injuries.

100. Defendants failed to timely and reasonably warn of material facts regarding the safety and efficacy of the SmartPort; no reasonable health care provider, including Plaintiff's, or patient would have used the device in the manner directed, had those facts been made known to the prescribing healthcare providers or the consumers of the device.

101. The warnings, labels, and instructions provided by the Defendants at all times relevant to this action, are and were inaccurate, intentionally misleading, and misinformed and misrepresented the risks and benefits and lack of safety and efficacy associated with the device.

102. The health risks associated with the device as described herein are of such a nature that ordinary consumers would not have readily recognized the potential harm.

103. The device, which was designed, manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold into the stream of commerce by Defendants, was defective at the time of release into the stream of commerce due to inadequate warnings, labeling and/or instructions accompanying the product.

104. When Plaintiff was implanted with the device, Defendants failed to provide adequate warnings, instructions, or labels regarding the severity and extent of health risks posed by the device, as discussed herein.

105. Defendants intentionally underreported the number and nature of adverse events associated with the device to Plaintiff's health care providers, as well as the FDA.

106. Neither Plaintiff nor his healthcare providers knew of the substantial danger associated with the intended and foreseeable use of the device as described herein.

107. Plaintiff and his healthcare providers used the SmartPort in a normal, customary, intended, and foreseeable manner, namely as a surgically placed device used to make it easier to deliver intravenous fluids and/or medications directly into the patient's bloodstream.

108. Upon information and belief, the defective and dangerous condition of the SmartPort, including the one implanted into Plaintiff, existed at the time they were manufactured, prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold by Defendants to distributors and/or healthcare professionals or organizations.

109. Upon information and belief, the SmartPort implanted in Plaintiff was in the same condition as when it was manufactured, inspected, marketed, labeled, promoted, distributed and sold by Defendants.

110. Defendants' lack of sufficient warning and/or instructions was the direct and proximate cause of Plaintiff's serious physical injuries, and economic damages in an amount to be determined at trial. In other words, had Defendants provided adequate warnings, Plaintiff and his physicians would not have used the SmartPort.

111. In performing the foregoing acts, omissions, and misrepresentations, Defendants acted grossly negligent, fraudulently, and with malice so as to justify an award of punitive and/or exemplary damages.

112. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

THIRD CAUSE OF ACTION
STRICT LIABILITY – DESIGN DEFECT

113. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

114. Defendants supplied, manufactured, sold, distributed and/or otherwise placed into the stream of commerce the SmartPort implanted into Plaintiff.

115. The SmartPort implanted in Plaintiff was not reasonably safe for its intended use and was defective with respect to its design.

116. The SmartPort was in a defective condition at the time that it left the possession or control of Defendants, it was not safe for its anticipated use and safer, more reasonable alternative designs existed that could have been utilized by Defendant.

117. The SmartPort was unreasonably dangerous to the user or consumer, taking into consideration the utility of said product and the risks involved in its use. The foreseeable risks associated with the design of the product exceeded any benefits associated with the design and were more dangerous than a reasonably prudent consumer

such as Plaintiff and/or his physicians would expect when the product was used for its normal and intended purpose.

118. The SmartPort was expected to and did reach the consumer without substantial change in its condition in which it was supplied, distributed, sold and/or otherwise placed into the stream of commerce.

119. A reasonably prudent medical device manufacturer would have recognized the defective design of the SmartPort and would not have placed the SmartPort into the stream of commerce.

120. The design defects in the SmartPort were not known, knowable and/or reasonably apparent to Plaintiff and/or his physician or discoverable upon any reasonable examination.

121. The SmartPort was used and implanted in the manner in which it was intended to be used and implanted by Defendants pursuant to the instructions for use and the product specifications provided by Defendants.

122. Defendants are strictly liable to the Plaintiff for designing, manufacturing, marketing, labeling, packaging and selling a defective product.

123. Additionally, at the time the SmartPort left Defendants' control, a practical and technically feasible alternative design was available that would have prevented the harm suffered by Plaintiff.

124. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

FOURTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY

125. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

126. Defendants impliedly warranted that the SmartPort was merchantable and fit for the ordinary purposes for which it was intended.

127. When the SmartPort was implanted in Plaintiff, it was being used for the ordinary purposes for which it was intended.

128. Plaintiff, individually and/or by and through Plaintiff's physician, relied upon Defendants' implied warranties of merchantability in consenting to have the SmartPort implanted in his.

129. Privity exists between Plaintiff because Plaintiff's physicians acted as Plaintiff's purchasing agents in the subject transaction and/or because Plaintiff was a third-party beneficiary of the subject contract.

130. Plaintiff was the intended consumer of the device when Defendant made the warranties set forth herein, and such warranties were made to benefit Plaintiff as a patient and consumer.

131. Defendants breached these implied warranties of merchantability because the SmartPort implanted in Plaintiff was neither merchantable nor suited for its intended uses as warranted in that the device varied from its intended specifications, which included, but are not limited to, variances in the following respects:

a. Defendants' manufacturing process in constructing the catheter of the SmartPort implanted in Plaintiff involved too high of a concentration of barium sulfate particles for the polymer formulation, which led to improperly high viscosity of the admixed polyurethane before polymerization and causing improper mixing of barium sulfate particles within the polymer matrix;

b. Defendants knew or should have known barium sulfate is known to contribute to a reduction in the mechanical integrity of the polyurethane in

its product, the SmartPort, as the barium sulfate particles dissociate from the surface of the catheter over time; and

c. These defects led to a heterogenous modified polymer that included microfractures and weakened areas at the location of the higher barium sulfate concentration that ultimately led to the collection and proliferation of blood products, thereby drastically increasing the risk of biofilm, infection, and sepsis.

132. Defendants' breaches of their implied warranties resulted in the implantation of unreasonably dangerous and defective product, the SmartPort, into Plaintiff's body, placing said Plaintiff's health and safety in jeopardy.

133. The SmartPort was sold to Plaintiff's health care providers for implantation in patients, such as Plaintiff.

134. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

FIFTH CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY

135. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

136. Defendants through their officers, directors, agents, representatives, and written literature and packaging, and written and media advertisement, expressly warranted that the SmartPort was safe and fit for use by consumers, was of merchantable quality, did not produce dangerous side effects, and was adequately tested and fit for its intended use.

137. Defendants further breached express representations and warranties made to Plaintiff, his physicians and healthcare providers with respect to the SmartPort implanted in Plaintiff in the following respects:

a. Defendants represented to Plaintiff and his physicians and healthcare providers through labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions among other ways that the Defendants' SmartPort was safe, meanwhile Defendant fraudulently withheld and concealed information about the substantial risks of serious injury associated with using the SmartPort;

b. Defendant represented to Plaintiff and his physicians and healthcare providers that the Defendants' SmartPort was as safe and/or safer than other alternative procedures and devices then on the market, meanwhile Defendant fraudulently concealed information that demonstrated that SmartPort was not safer than alternative therapies and products available on the market; and

c. Defendant represented to Plaintiff and his physicians and healthcare providers that the Defendants' SmartPort was more efficacious than other alternative procedures, therapies and/or devices. Meanwhile Defendant fraudulently concealed information, regarding the true efficacy of SmartPort.

138. At all relevant times, the SmartPort did not perform as safely as an ordinary consumer would expect, when used as intended or in a reasonably foreseeable manner.

139. Plaintiff, Plaintiff's physicians, and the medical community reasonably relied upon the Defendants' express warranties for the SmartPort.

140. Privity exists between Plaintiff because Plaintiff's physicians acted as Plaintiff's purchasing agents in the subject transaction and/or because Plaintiff was a third-party beneficiary of the subject contract.

141. Plaintiff was the intended consumer of the SmartPort when Defendant made the warranties set forth herein, and such warranties were made to benefit Plaintiff as a patient and consumer.

142. At all relevant times, the SmartPort was used on Plaintiff by Plaintiff's physicians for the purpose and in the manner intended by Defendants.

143. Plaintiff and Plaintiff's physicians, by the use of reasonable care, could not have discovered the breached warranty and realized its danger.

144. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

SIXTH CAUSE OF ACTION
FRAUDULENT CONCEALMENT

145. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

146. Defendants made false statements and representations to Plaintiff and his healthcare providers concerning the SmartPort product implanted in Plaintiff.

147. Defendants fraudulently concealed information with respect to the SmartPort in the following particulars:

a. Defendants represented through the labeling, advertising, marketing materials, seminar presentations, publications, notice letters, and regulatory submissions that the SmartPort was safe and fraudulently withheld and concealed information about the substantial risks of using the SmartPort;

b. Defendants represented that the SmartPort was safer than other alternative systems and fraudulently concealed information which demonstrated that the SmartPort was not safer than alternatives available on the market;

c. Defendants concealed that it knew these devices were fracturing and migrating from causes other than the manner in which the implanting physician implanted the device; and

d. That frequency of these failures and the severity of injuries were substantially worse than had been reported.

148. Defendants had knowledge that the representations they made concerning the SmartPort, as stated above, were false.

149. The concealment of information by the Defendants about the risks of the SmartPort was intentional.

150. The Defendants had sole access to material facts concerning the dangers and unreasonable risks of the SmartPort.

151. The concealment of information and the misrepresentations about the SmartPort was made by the Defendants with the intent that Plaintiff's health care providers and Plaintiff rely upon them.

152. Plaintiff and his physicians relied upon the representations and were unaware of the substantial risks of the SmartPort which the Defendants concealed from the public, including Plaintiff and Plaintiff's physicians.

153. Defendants acted with oppression, fraud, and malice towards Plaintiff, who accordingly requests that the trier of fact, in the exercise of its sound discretion, award additional damages for the sake of example and for the purpose of punishing Defendants for their conduct, in an amount sufficiently large to be an example to others, and to deter this Defendants and others from engaging in similar conduct in the future.

154. Had Defendants not concealed this information, neither Plaintiff nor Plaintiff's health care providers would have consented to using the device in Plaintiff.

155. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

SEVENTH CAUSE OF ACTION
VIOLATION OF PENNSYLVANIA DECEPTIVE TRADE PRACTICES ACT

156. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

157. The acts and practices engaged in by Defendants constitute unlawful, unfair, deceptive, and/or fraudulent business or trade practices in violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. (the "UTPCPL")

158. This included, but was not limited to, representing that the SmartPort had characteristics or benefits it did not have and/or misrepresenting that the SmartPort was of a particular standard, namely, that it was reasonably safe for use when it was not.

159. Defendants engaged in in unlawful practices, including deception, false promises, misrepresentation, and/or concealment, suppression, or omission of material facts in connection with the sale, distribution, and/or advertisement of the SmartPort in violation of the UTPCPL.

160. Plaintiff purchased the SmartPort, a product that Defendants falsely represented as having certain characteristics and benefits it did not have, *inter alia*, that it was reasonably safe for use, as further set forth above, in violation of the UTPCPL.

161. Defendants further knowingly or recklessly engaged in unfair, unconscionable, deceptive, deliberately misleading, false, and/or fraudulent and deceptive acts and practices, all in violation of the UTPCPL, and as further described

herein, which created a likelihood of confusion or misunderstanding on Plaintiff's part with respect to the SmartPort Plaintiff purchased, including, but not limited to, misrepresenting that the SmartPort was reasonably safe for use and failing to adequately disclose the substantial risk of fracture and other injuries or harm the product entailed given the large number of adverse events Defendants knew or should have been aware of but did not adequately disclose to Plaintiff.

162. Defendants' conduct and practices engaged in offends established public policy, is unethical, and is substantially injurious to consumers such as Plaintiff.

163. Defendants' practices were likely to mislead consumers who acted reasonably to their detriment in purchasing the product based on Defendants' representations that it was reasonably safe for use when it in fact was not and had a higher risk of fracture due to its defective design.

164. Defendants intended for Plaintiff, Plaintiff's physicians, and other consumers to rely on their deceptive practices and representations in order to continue selling and manufacturing the SmartPort.

165. As a result of Defendants' conduct, Plaintiff suffered actual damages in that the product Plaintiff purchased was misrepresented and worth far less than the product Plaintiff thought had been purchased, had Defendants' representations been true.

166. As a direct and proximate result of the aforementioned, Plaintiff was injured due to the use of the SmartPort, which caused Plaintiff various physical, mental, and emotional injuries and damages. Accordingly, Plaintiff seeks compensatory damages.

PUNITIVE DAMAGES

167. Plaintiff is entitled to an award of punitive and exemplary damages based upon Defendants' intentional, willful, knowing, fraudulent, malicious acts, omissions, and conduct, and their complete and total reckless disregard for the public safety and welfare. Defendants intentionally and fraudulently misrepresented facts and information

to both the healthcare community and the general public, including Plaintiff and Plaintiff's health care providers, by making intentionally false and fraudulent misrepresentations about the safety and efficacy of the SmartPort. Defendants intentionally concealed the true facts and information regarding the serious risks of harm associated with the implantation of said product, and intentionally downplayed the type, nature, and extent of the adverse side effects of being implanted with the device, despite Defendants' knowledge and awareness of the serious and permanent side effects and risks associated with use of same. Defendants further intentionally sought to mislead health care providers and patients, including Plaintiff and Plaintiff's health care providers, regarding the cause of fracture and failures of the SmartPort.

168. Defendants had knowledge of and were in possession of evidence demonstrating that the SmartPort caused serious physical side effects. Defendants continued to market said product by providing false and misleading information with regard to the product's safety and efficacy to the regulatory agencies, the medical community, and consumers of the SmartPort, notwithstanding Defendants' knowledge of the true serious side effects of the SmartPort, Defendants failed to provide accurate information and warnings to the healthcare community that would have dissuaded physicians from surgically implanting the SmartPort and consumers from agreeing to being implanted with the SmartPort, thus depriving physicians and consumers from weighing the true risks against the benefits of prescribing and implanting the SmartPort.

169. As a direct, proximate, and legal result of Defendants' acts and omissions as described herein, and Plaintiff's implantation with Defendants' defective product, Plaintiff suffered the injuries and damages described in this complaint.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, special, and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

PRAYER

WHEREFORE, Plaintiff prays for judgment against each of the Defendants as follows:

a. Judgement be entered against all Defendants on all causes of action of this Complaint;

b. Plaintiff be awarded his full, fair, and complete recovery for all claims and causes of action relevant to this action;

c. Plaintiff be awarded general damages according to proof at the time of trial;

d. Plaintiff be awarded damages, including past medical expenses according to proof at the time of trial;

e. Plaintiff be awarded actual damages, attorneys' fees and costs in connection with Plaintiff's claims under the Pennsylvania Unfair Trade Practices and Consumer Protection Law;

f. Plaintiff be awarded punitive damages according to proof at the time of trial;

g. Awarding pre-judgment and post-judgment interest to the Plaintiff;

h. Awarding the costs and the expenses of this litigation to the Plaintiff; and

i. For such other and further relief as the court may deem just and proper.

Dated: July 28, 2026

By: /s/ Timothy R. West

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Attorneys for Plaintiff

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Mark Richard Stevens

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

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

DV Injury Law West, PC, 404 Camino Del Rio S, Suite 606, San Diego, CA 92108

DEFENDANTS

Angiodynamics, Inc., and Navilyst Medical, Inc.

County of Residence of First Listed Defendant Out of State
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys *(If Known)*

'26CV4314 JO VET

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

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

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

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☒ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 USC 1332

Brief description of cause:
product liability diversity action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE
07/28/2026

SIGNATURE OF ATTORNEY OF RECORD
s/ Timothy R. West

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____