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By: Moshe Maimon, Esq. (NJ ID No.042691986)
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Attorneys for Plaintiffs

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2017 MAR 24 PM 12:50
MASS TORT CIVIL DIV #2
MIDDLESEX VICINAGE

DOUGLAS BARDEN AND ROSLYN BARDEN,

Plaintiffs,

v.

BRENNTAG NORTH AMERICA, INC., individually and as successor-in-interest to MINERAL PIGMENT SOLUTIONS, INC. as successor-in-interest to Whittaker, Clark & Daniels, Inc.; BRENNTAG SPECIALTIES, INC., f/k/a Mineral Pigment Solutions, Inc., as a successor-in-interest to Whittaker, Clark & Daniels, Inc.; CYPRUS AMAX MINERALS COMPANY individually and as successor-in-interest to American Talc Company, Metropolitan Talc Company, Inc., Charles Mathieu, Inc., Resource Processors, Inc.; IMERYS TALC AMERICA, INC., f/k/a Luzenac America, Inc., individually and as successor-in-interest to Windsor Minerals, Inc.; JOHNSON & JOHNSON; JOHNSON & JOHNSON CONSUMER, INC. f/k/a Johnson & Johnson Consumer Companies, Inc.; WHITTAKER CLARK &

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX COUNTY

DOCKET NO.: MID-L- -17AS

**Civil Action - Asbestos Litigation**

MID-L-1809-17 AS

**COMPLAINT, JURY DEMAND, DEMAND FOR ANSWERS TO STANDARD INTERROGATORIES AND DESIGNATION OF TRIAL COUNSEL**

DANIELS, INC., individually and as successor-in-interest to American Talc Company, Metropolitan Talc Company, Inc., Charles Mathieu, Inc., and Resource Processors, Inc.; John Doe Corporations 1-50; John Doe Corporations 51-100,

Defendants.

Plaintiffs, Douglas Barden and Roslyn Barden, by way of complaint against Defendants allege and say:

**PARTIES - PLAINTIFFS**

1. Plaintiffs, Douglas Barden and Roslyn Barden, are husband and wife residing at 638 Danbury Road, Unit 45, Ridgefield, Connecticut 06877.

2. Since his birth in 1949, Plaintiff, Douglas Barden, regularly and frequently used and was exposed to asbestos-containing Johnson & Johnson talc powder products, the use of which generated dust and exposed him to respirable asbestos fibers. Plaintiff, Douglas Barden's exposure to respirable asbestos fiber from asbestos-containing talc products, manufactured, sold and supplied by the Defendants (and their predecessors in interest) proximately caused his mesothelioma.

3. As a direct and proximate result of the above exposures, Plaintiff, Douglas Barden, contracted mesothelioma and has suffered, and continues to suffer, from other various diverse injuries and attendant complications.

## PARTIES - DEFENDANTS

4. Defendants, BRENNTAG NORTH AMERICA, INC., individually and as successor-in-interest to MINERAL PIGMENT SOLUTIONS, INC. as successor-in-interest to Whittaker, Clark & Daniels, Inc.; BRENNTAG SPECIALTIES, INC., f/k/a Mineral Pigment Solutions, Inc., as a successor-in-interest to Whittaker, Clark & Daniels, Inc.; CYPRUS AMAX MINERALS COMPANY individually and as successor-in-interest to American Talc Company, Metropolitan Talc Company, Inc., Charles Mathieu, Inc., Resource Processors, Inc.; IMERYS TALC AMERICA, INC., f/k/a Luzenac America, Inc., individually and as successor-in-interest to Windsor Minerals, Inc.; JOHNSON & JOHNSON; JOHNSON & JOHNSON CONSUMER, INC., f/k/a Johnson & Johnson Consumer Companies, Inc.; WHITTAKER CLARK & DANIELS, INC., individually and as successor-in-interest to American Talc Company, Metropolitan Talc Company, Inc., Charles Mathieu, Inc., and Resource Processors, Inc., were manufacturers, suppliers or distributors of asbestos fibers, dust, minerals, particles and other finished and unfinished asbestos-containing products, including asbestos-containing talc, and talcum powder products, that Plaintiff, Douglas Barden, used or to which he was exposed.

5. John Doe Corporations 1 through 50 are the fictitious names of corporations, partnerships, and/or other business entities whose identities are not presently known, and who mined, milled, manufactured, sold, marketed, and/or removed talc,

including asbestos-containing talc, or asbestos-containing products, that Plaintiff, Douglas Barden, used or to which he was exposed.

6. John Doe Corporations 51 through 100 are the fictitious names of corporations, partnerships, and/or other business entities whose identities are not presently known, and who are the alter egos of or are otherwise responsible for the conduct or liability of those who mined, milled, manufactured, sold, marketed, and/or removed talc, including asbestos-containing talc, or asbestos-containing products, that Plaintiff, Douglas Barden, used or to which he was exposed.

7. The term "Defendants" refers to all of the entities named above.

**FIRST COUNT**

8. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 7 as though hereinafter set forth at length.

9. The Defendants conduct and/or have conducted business in New Jersey at all times relevant herein. The Defendants breached their warranties, both express and implied, for fitness of purpose and merchantability.

10. The Defendants are strictly liable in tort.

11. As a direct and proximate result of Defendants' negligence, breach of warranties, both express and implied, and strict liability in tort, the Plaintiff, Douglas Barden,

contracted mesothelioma and has suffered, and continues to suffer, from other various diverse injuries and attendant complications.

12. It was foreseeable to the Defendants that the Plaintiff, Douglas Barden, and others similarly situated, would be injured as a result of the Defendants' actions and misconduct.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

**SECOND COUNT**

13. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 12 as though hereinafter set forth at length.

14. The Defendants, jointly and severally, marketed an ultra-hazardous product and placed that product in the stream of commerce.

15. As a direct and proximate result of the Defendants' actions, the Plaintiff, Douglas Barden, contracted mesothelioma and has suffered, and continues to suffer, from other various

diverse injuries and attendant complications.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

**THIRD COUNT**

16. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 15 as though hereinafter set forth at length.

17. Defendants' breached their non-delegable duty to warn and negligently supplied defective materials and products without ensuring that the Plaintiff, Douglas Barden, was warned about the dangers of asbestos exposure.

18. Defendants' actions prevented Plaintiff, Douglas Barden, from educating himself on the dangers of asbestos exposure and from taking action to minimize the risks of exposure in and out of the home and workplace.

19. As a direct and proximate result of the Defendants' actions and inaction, the Plaintiff, Douglas Barden, contracted mesothelioma and has suffered, and continues to suffer, from other various diverse injuries and attendant complications.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

**FOURTH COUNT**

20. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 19 as though hereinafter set forth at length.

21. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to withhold information from the Plaintiff, Douglas Barden, as well as the general public concerning the known hazards associated with the use of, and exposure to, asbestos products and talc, including asbestos-containing talc.

22. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to withhold information from the Plaintiff, Douglas Barden, as well as the general public relating to the fact that asbestos fiber inhalation could be fatal.

23. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to disseminate false product safety information to the Plaintiff, Douglas Barden, as well as

the general public.

24. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to prevent the dissemination of information concerning their products' hazards and dangers.

25. Defendants willfully, wantonly and intentionally failed to take appropriate action to minimize the risks of asbestos exposure to the Plaintiff, Douglas Barden, as well as the general public.

26. As a direct and proximate result of Defendants' willful, wanton and intentional acts, Plaintiff, Douglas Barden, contracted mesothelioma and has suffered, and continues to suffer, from other various diverse injuries and attendant complications.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

## FIFTH COUNT

**(Product Liability Act Claim)**

27. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 26 as though hereinafter set forth at length.

28. Defendants are strictly liable to Plaintiffs by reason of the following:

(a) Defendants were engaged in the business of being a miner, miller, designer, manufacturer, producer, processor, seller, supplier, and distributor of its asbestos and asbestos-containing products;

(b) Defendants knew or had reason to know that Plaintiff, Douglas Barden, and other persons similarly situated would be ultimate users or consumers of its asbestos and asbestos-containing products or would be exposed to its asbestos and asbestos-containing products;

(c) Defendants sold or otherwise placed its asbestos-containing products into the stream of commerce in a defective condition, unreasonably dangerous to Plaintiff, Douglas Barden, and other persons similarly situated;

(d) Throughout the many years that Plaintiff, Douglas Barden, and other similarly situated persons were exposed to and used Defendants' asbestos-containing products, said asbestos-containing products reached the users and consumers without substantial change in the condition in which they were sold;

(e) The ordinary and foreseeable use of Defendants' asbestos-containing products constituted a dangerous and ultrahazardous activity and created an unreasonable risk of injury to users and bystanders;

(f) Defendants' asbestos and asbestos-containing products were defective in that they deviated from the design specifications and/or standards set forth by the manufacturer and were incapable of being made safe for their ordinary and intended use and purpose due to their defective design, and Defendants failed to give any warnings or instructions, or failed to give adequate or sufficient warnings or instructions about the risks, dangers and harm associated with the use of its asbestos and asbestos-containing products.

29. As a consequence of the defective condition of Defendants' asbestos-containing products and Defendants' failure to warn, Plaintiff, Douglas Barden, inhaled or ingested asbestos dust and fibers during ordinary and foreseeable use of those asbestos-containing products. Plaintiff, Douglas Barden, was caused to suffer the injuries, expenses and losses, including severe pain, suffering, and mental anguish as alleged in prior counts of this Complaint.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

**SIXTH COUNT**

30. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 29 as though hereinafter set forth at length.

31. Plaintiff, Roslyn Barden, is the wife of Plaintiff, Douglas Barden.

32. Due to the actions of the Defendants, the Plaintiff, Roslyn Barden, was wrongfully deprived of her husband's society, services and consortium.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants and Premises Defendants, jointly and severally for:

a) Compensatory damages;

b) Punitive damages;

c) Pre-judgment and post judgment interest;

d) Costs;

e) Attorney fees and litigation expenses; and

f) Such other relief as the Court may deem just and proper.

Plaintiffs hereby incorporate by reference all allegations set forth in the Standard Complaint, as amended, which is contained in the Asbestos Manual. A copy of the Asbestos Manual which contains the Standard Complaint can be obtained from the

Middlesex County Mass Tort Clerk or by visiting the following website:

http://www.judiciary.state.nj.us/mass-tort/asbestos/asbestos_amended_std_complaint.pdf

## DISCLAIMER OF FEDERAL JURISDICTION

Plaintiffs specifically disclaim any federal cause of action or any claim that would give rise to federal jurisdiction. To the extent that any of Plaintiff's asbestos exposure took place on a federal enclave, or to the extent that any of Plaintiff's asbestos exposure occurred on board vessels of the United States military (including Naval ships), or in the construction, maintenance and/or repair of United States military vessels and/or aircraft, Plaintiffs' negligence claims against manufacturers, sellers and suppliers of asbestos-containing products installed on such vessels and/or aircraft are not based on the theory of defective design, but rather are based only on the theory of failure to warn. Since there is no evidence that the United States Government or any of its military branches, specifically instructed manufacturers from which it purchased asbestos-containing products not to warn about the health hazards associated with exposure to asbestos, there can be no valid claim to federal jurisdiction pursuant to federal enclave, federal officer or federal contractor provisions of the United States Code. This disclaimer pertains to all of Plaintiffs' claims, including those of negligence and products liability, as asserted

herein.

## JURY DEMAND

Plaintiffs demand trial by jury as to all issues of fact so triable.

## DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Moshe Maimon, Esq. is designated as trial counsel in the above captioned matter.

## DEMAND FOR INTERROGATORIES

Pursuant to the Asbestos Litigation General Order, Section VI.B. which can be found at http://www.judiciary.state.nj.us/mass-tort/asbestos/manual/generalorder1.pdf, Plaintiffs hereby demand that the above listed Defendants answer Standard Interrogatories in the form prescribed by the Court and within the time provided by the above referenced Order. A copy of the Standard Interrogatories are contained in the Asbestos Manual and be obtained from the Clerk or by visiting the following website: http://www.judiciary.state.nj.us/mass-tort/asbestos/asbestos_amended_std_complaint.pdf

## CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to Rule 4:5-1, I certify that the matter in controversy is not the subject of any other action pending in any court, or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and that I am not aware of any non-party who should be joined in this action pursuant to R. 4:28 or who is subject to joiner pursuant to R. 4:29-1 (b) because of potential liability to any party on the basis of the same facts.

I further certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false that I am subject to punishment.

SZAFERMAN, LAKIND,
BLUMSTEIN & BLADER , P.C.
Attorneys for Plaintiffs

By: _____
Robert E. Lytle, Esq.

Dated: March 23, 2017

LEVY KONIGSBERG, LLP
Attorneys for Plaintiffs

By: _____
Moshe Maimon, Esq.

Dated: March 23, 2017



2370831.1

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Attorneys for Plaintiffs

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MASS TORT CIVIL DIV #2
MIDDLESEX VICINAGE

| | |
|---|---|
| DOUGLAS BARDEN AND ROSLYN BARDEN,<br><br>Plaintiffs,<br><br>v.<br><br>BRENNTAG NORTH AMERICA, INC., individually and as successor-in-interest to MINERAL PIGMENT SOLUTIONS, INC. as successor-in-interest to WHITTAKER, CLARK & DANIELS, INC., et al.<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION, MIDDLESEX COUNTY<br><br>DOCKET NO.: MID-L- -17AS<br><br>MID-L- 1809.17 AS<br><br>**Civil Action**<br>**Asbestos Litigation**<br><br>**INITIAL FACT SHEET** |

| | | |
|---|---|---|
| 1. | Full Name: | Douglas Barden |
| 2. | Date of Birth: | October 27, 1949 |
| 3. | Address: | 638 Danbury Road, Unit 45, Ridgefield, CT 06877 |
| 4. | Union/Local/Years of Membership: | n/a |
| 5. | Date of first claimed asbestos exposure: | Approximately 1949 |
| 6. | Date of last claimed asbestos exposure: | Approximately 2003 |
| 7. | Smoking History: | None |

| | |
|---|---|
| 8. State the inclusive dates of smoking history, the products smoked and the amount of product consumed per day: | |
| a. Dates: | n/a |
| b. Products smoked: | n/a |
| c. Amount per day: | n/a |

| | | |
|---|---|---|
| 9. Provide as much of the following information as is presently available: work sites, inclusive dates and trade or occupation for each site: | | |
| n/a | Approximately 1949-Approximately 2003 | Daily Personal use of Talc Powder Products |

| | |
|---|---|
| 10. State the claimed asbestos related diseases; include the date of diagnosis and the name of the diagnosing physician or institution (if available attached is a copy of the medical report). | |
| a. Disease: | Mesothelioma |
| b. Date of Diagnosis: | September 2016 |
| c. Doctor/ Institution: | Danbury Hospital<br>24 Hospital Avenue<br>Danbury, CT 06810 |

SZAFERMAN, LAKIND,
BLUMSTEIN & BLADER, P.C.
Attorneys for Plaintiffs

By: _____
Robert E. Lytle, Esq.

Dated: March 23, 2017

**Appendix XII-B1**

# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under *Rule* 4:5-1
**Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed**

| FOR USE BY CLERK'S OFFICE ONLY |
|---|
| PAYMENT TYPE: ☐ CK ☐ CG ☐ CA |
| CHG/CK NO. |
| AMOUNT: |
| OVERPAYMENT: |
| BATCH NUMBER: |

| ATTORNEY / PRO SE NAME | TELEPHONE NUMBER | COUNTY OF VENUE |
|---|---|---|
| Robert E. Lytle (NJ ID # 046331990) | (609) 275-0400 | Middlesex |

| FIRM NAME (if applicable) | DOCKET NUMBER (when available) |
|---|---|
| Szaferman, Lakind, Blumstein & Blader, P.C. | MID-L- -17AS |

| OFFICE ADDRESS | DOCUMENT TYPE |
|---|---|
| 101 Grovers Mill Road, Suite 200 Lawrenceville, NJ 08648 | Complaint MID-L- 1809-17 AS |
| | JURY DEMAND ■ YES ☐ NO |

| NAME OF PARTY (e.g., John Doe, Plaintiff) | CAPTION |
|---|---|
| Douglas Barden and Roslyn Barden, Plaintiffs | Brenntag North America, Inc., individually and as successor-interest to Mineral Solutions, Inc. and successor in interest to Whittaker Clark & Daniels, Inc., et al. |

| CASE TYPE NUMBER (See reverse side for listing) | HURRICANE SANDY RELATED? | |
|---|---|---|
| 601 | ☐ YES ■ NO | IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ■ NO<br>IF YOU HAVE CHECKED "YES," SEE *N.J.S.A.* 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT. |

| RELATED CASES PENDING? | IF YES, LIST DOCKET NUMBERS |
|---|---|
| ☐ YES ■ NO | |

| DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? | NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) |
|---|---|
| ☐ YES ■ NO | ■ NONE ☐ UNKNOWN |

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

| DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? | IF YES, IS THAT RELATIONSHIP: |
|---|---|
| ☐ YES ■ NO | ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain)<br>☐ FAMILIAL ☐ BUSINESS |

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ■ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

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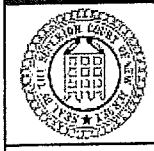
MASS TORT CIVIL
MIDDLESEX VICINAGE

| DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? | IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION |
|---|---|
| ☐ YES ■ NO | |
| WILL AN INTERPRETER BE NEEDED? | IF YES, FOR WHAT LANGUAGE? |
| ☐ YES ■ NO | |

**I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b).**

ATTORNEY SIGNATURE: Robert E. Lytle, Esq

Side 2



# CIVIL CASE INFORMATION STATEMENT
## (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I - 150 days' discovery**

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

**Track II - 300 days' discovery**

305 CONSTRUCTION
509 EMPLOYMENT (other than CEPA or LAD)
599 CONTRACT/COMMERCIAL TRANSACTION
603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
605 PERSONAL INJURY
610 AUTO NEGLIGENCE – PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT – OTHER

**Track III - 450 days' discovery**

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV - Active Case Management by Individual Judge / 450 days' discovery**

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
514 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

271 ACCUTANE/ISOTRETINOIN
274 RISPERDAL/SEROQUEL/ZYPREXA
278 ZOMETA/AREDIA
279 GADOLINIUM
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
285 STRYKER TRIDENT HIP IMPLANTS
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
288 PRUDENTIAL TORT LITIGATION
289 REGLAN
290 POMPTON LAKES ENVIRONMENTAL LITIGATION
291 PELVIC MESH/GYNECARE
292 PELVIC MESH/BARD
293 DEPUY ASR HIP IMPLANT LITIGATION
295 ALLODERM REGENERATIVE TISSUE MATRIX
296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS
297 MIRENA CONTRACEPTIVE DEVICE
299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR
300 TALC-BASED BODY POWDERS
601 ASBESTOS
623 PROPECIA

**If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.**

**Please check off each applicable category** ☐ **Putative Class Action** ☐ **Title 59**