Court File No.: 65/17

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

COLLEEN LANA COPLAND and RILEY JASON COPLAND

Plaintiffs

- and -

JOHNSON & JOHNSON INC., JOHNSON & JOHNSON MEDICAL COMPANIES, JOHNSON & JOHNSON, JOHNSON & JOHNSON INTERNATIONAL, and ETHICON INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date February 16, 2017 Issued by J Bradshaw
Local registrar

Address of court office Unit B 74 Woolwich Street, Guelph, ON

TO: **JOHNSON & JOHNSON INC.**
88 McNabb Street
Markham, ON L3R 5L2

AND TO: **JOHNSON & JOHNSON MEDICAL COMPANIES**
200 Whitehall Drive
Markham, ON L3R 0T5

AND TO: **JOHNSON & JOHNSON**
One Johnson & Johnson Plaza
New Brunswick, New Jersey 08933 USA

AND TO: **JOHNSON & JOHNSON INTERNATIONAL**
C/O European Logistics Centre
Leonardo Da Vincilaan
15 Diegem, BE, 1831

AND TO: **ETHICON INC.**
Route 22 West
Somerville, NJ 08876 USA

CLAIM

1. The Plaintiffs, Colleen Copland and Riley Copland (the "Plaintiffs"), claim on behalf of themselves and others similarly situated in Canada:

(a) an Order certifying this proceeding as a class proceeding and appointing them as Representative Plaintiffs for the class(es), to be further defined on the motion for certification;

(b) a declaration that the Defendants were negligent in the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their PHYSIOMESH Products (as defined in paragraph 22);

(c) a declaration that the Defendants are vicariously liable for the acts and omissions of their officers, directors, agents, employees, and representatives;

(d) pecuniary and special damages in the amount of $500,000 for each person implanted with one of the Defendants' PHYSIOMESH Products or as aggregated following a trial on the common issues;

(e) non-pecuniary damages in an amount to be assessed for each person who was implanted with one of the Defendants' PHYSIOMESH Products;

(f) in the alternative to the claim for damages, an accounting or other such restitutionary remedy disgorging the revenues realized by the Defendants from the sales of their PHYSIOMESH Products;

(g) damages pursuant to the *Family Law Act*, RSO 1990, c F.3 s.61 and similar legislation and common law in other provinces, where applicable, in the amount of $100,000 for each such plaintiff;

(h) punitive, aggravated, and exemplary damages in the amount of $20,000,000;

(i) the costs of distributing all monies received to class members;

(j) prejudgement interest in the amount of 10% compounded annually or as otherwise awarded by this Honourable Court;

(k) costs on a substantial indemnity basis, plus applicable taxes; and

(l) such further and other relief as this Honourable Court may deem just.

NATURE OF THE ACTION

2. This proposed class proceeding involves PHYSIOMESH Products– PHYSIOMESH is a surgical mesh that is intended to repair abdominal wall hernias. This action arises out of the Defendants' unlawful, negligent, inadequate, improper, unfair, and deceptive practices and misrepresentations related to, *inter alia*, their design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their PHYSIOMESH Products.

3. The Defendants misrepresented that their PHYSIOMESH Products are safe and effective, when in fact these devices cause serious Injuries, Conditions, and Complications (as defined in paragraph 29).

4. Patients implanted with the Defendants' PHYSIOMESH Products were misled as to the devices' safety and efficacy, and as a result have suffered serious Injuries, Conditions, and Complications.

THE PLAINTIFFS

5. The Plaintiffs Colleen Copland ("Ms. Copland") and Riley Copland ("Mr. Copland") reside in Mount Forest, Ontario.

6. In February of 2016, Ms. Copland was implanted with one of the Defendants' PHYSIOMESH Products to surgically repair a ventral hernia.

7. Mr. Copland is the spouse of Ms. Copland, and is pursuing his claim in that capacity.

THE DEFENDANTS

8. Johnson & Johnson Inc. is a federal corporation with its head office in Markham, Ontario. Johnson & Johnson Inc. is a wholly owned subsidiary of Johnson & Johnson.

9. Johnson & Johnson Medical Companies is a division of Johnson & Johnson Inc. with its head office in Markham, Ontario.

10. Johnson & Johnson is a corporation with its worldwide headquarters in New Brunswick, New Jersey.

11. Johnson & Johnson International, C/O European Logistics Centre, is headquartered in Diegem, Belgium.

12. Ethicon, Inc. is a wholly owned subsidiary of Johnson & Johnson located in Somerville, New Jersey.

13. Hereinafter, each of the above Defendants shall be collectively referred to as the "Defendants".

14. The business of each of the Defendants is inextricably interwoven with that of the other and each is the agent of the other for the purposes of researching, designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, and/or selling for a profit, either directly or indirectly through an agent, affiliate or subsidiary, PHYSIOMESH Products in Canada. At all material times, the Defendants were engaged in the business of designing, manufacturing, testing, packaging, promoting, marketing, distributing, labelling, and/or selling PHYSIOMESH Products in Canada. The development of PHYSIOMESH Products for sale in Canada, the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities regarding PHYSIOMESH Products, and other actions central to the allegations of this lawsuit, were undertaken by the Defendants in Ontario and elsewhere.

15. In bringing this action on behalf of all persons resident in Canada who were implanted with PHYSIOMESH Products at any time on or before the date of the certification order, which was manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada by one or more of the Defendants, the Plaintiffs plead and rely upon the provisions of the *Class Proceedings Act, 1992*, S.O. 1992, c.6, the *Negligence Act*, R.S.O. 1990, c. N-1, as amended and regulations thereunder, and the *Food and Drugs Act,* R.S.C. 1985, c. F.27 and regulations thereunder. The Plaintiffs also bring this action on behalf of all persons resident in Canada entitled to claim by virtue of a personal or familial relationship to any one or more of the persons described above, and plead and

rely upon the Ontario *Family Law Act,* RSO 1990, C F.3 and regulations thereunder, and any analogous provincial legislation.

THE DEFENDANTS' PHYSIOMESH PRODUCTS

16. PHYSIOMESH Flexible Composite Mesh is an implantable flat surgical mesh designed for hernia repair. A hernia occurs when an organ pushes through an opening in the muscle or tissue that holds it in place. For example, the intestines may break through a weakened area in the abdominal wall. Hernias are most common in the abdomen (ventral hernias), but they can also appear in the upper thigh (femoral hernias), belly button (umbilical hernias), and groin areas (inguinal hernias).

17. The use of a mesh in reconstruction of abdominal wall hernias is viewed by the medical community as the standard of care for hernia repair. Mesh is placed either under or over the defect in the abdominal wall and sutured in place. Mesh acts as "scaffolding" for new growth of a patient's own tissue, which eventually incorporates the mesh into the surrounding area.

18. Hernias can be surgically repaired using the conventional open method, or the less invasive laparoscopic method. In laparoscopic repair, a few small incisions are made through the abdominal wall to insert the laparoscope (a thin telescope with a light on the end) and surgical instruments into the abdomen. The hernia is then viewed from inside the abdomen, from the other side of the abdominal wall. The abdominal cavity is inflated with carbon dioxide gas to give the surgeon space to work inside the patient and the actual operating is done remotely with long instruments.

19. For laparoscopic hernia repairs, mesh must be suitable for intraperitoneal placement. Mesh adhesions, where the mesh rigidly attaches and integrates into the bowel or other viscera, is a frequently observed complication with intraperitoneal mesh placement. Accordingly, mesh materials have evolved to include "barrier" or "anti-adhesive" products, which include a permanent or absorbable barrier layer to minimize adhesion of the abdominal viscera to the mesh when placed intraperitoneally.

20. ETHICON PHYSIOMESH Flexible Composite Mesh is composed of a non-absorbable macroporous polypropylene mesh layer, encapsulated with polydioxanone on both sides, to facilitate the bonding of two polyglecaprone-25 absorbable barrier layers on each side of the polypropylene mesh. The purpose of the polyglecaprone-25 layers is to minimize adhesion formation between the mesh and the viscera upon implantation. The polyglecaprone-25 layers are expected to be fully absorbed within approximately 8 months *in vivo*. The permanent polypropylene mesh component is constructed of knitted filaments to facilitate tissue integration into the mesh pores.

21. Multiple models of ETHICON PHYSIOMESH Flexible Composite Mesh are available in a variety of shapes and sizes, including the following Product Codes:

(a) PHY0715R;

(b) PHY1015V;

(c) PHY1515Q;

(d) PHY1520R;

(e) PHY1520V;

(f) PHY2025V;

(g) PHY2030R;

(h) PHY2535V;

(i) PHY3035R;

(j) PHY3050R; and

(k) PHY1515Q.

22. The Defendants' products listed in paragraphs 20 – 21 above, are collectively referenced herein as "PHYSIOMESH Products."

23. PHYSIOMESH Products first became available in the US on April 9, 2010. The Defendants sought approval of PHYSIOMESH Products through a special process—the 510(k) process—to avoid pre-market regulatory scrutiny of its devices. Pursuant to the 510(k) process, the Defendants attested that their PHYSIOMESH Products were "substantially equivalent" to other hernia mesh products, and were not required to submit rigorous clinical trial data to prove PHYSIOMESH Products were safe and effective.

24. Notably, one of the predict devices in the Defendants' 510(k) application was their PROCEED surgical mesh, another barrier mesh, which was recalled in 2006 because the design of the mesh could increase the risk of patients having adhesions and bowel fistulas. PROCEED mesh was later returned to market.

25. Shortly after US approval, Health Canada approved PHYSIOMESH Products for sale in Canada on September 29, 2010.

THE RISKS

26. On May 26, 2016, the Defendants voluntarily recalled their PHYSIOMESH Products from the market. This recall was precipitated by analysis conducted at the request of the Ethicon Medical Safety Team of unpublished data from two large independent hernia

registries (Herniamed German Registry and Danish Hernia Database-DHDB). The data demonstrated that the recurrence and reoperation rates after laparoscopic ventral hernia repair using PHYSIOMESH Composite Mesh were higher than the average rates of the comparator set of meshes among patients in these registries.

27. On June 13, 2016, Health Canada issued a Medical Device Product Recall for the Defendants' PHYSIOMESH Products to the general public and healthcare professionals.

28. Prior to the Defendants' voluntary recall of their PHYSIOMESH Products, the Defendants knew or ought to have known that their PHYSIOMESH Products are defective, and are not properly manufactured to withstand normal, foreseeable, and intended use. The Defendants' PHYSIOMESH Products have high failure, injury, and complication rates, fail to perform as intended, have resulted in severe and irreversible injuries, conditions, and have caused damage to the Representative Plaintiffs and other putative class members.

29. The Injuries, Conditions, and Complications suffered due to the Defendants' PHYSIOMESH Products include but are not limited to: hernia recurrence, chronic pain, mesh contraction, mesh migration, scarring, adhesions, infection and abscess formation, bleeding, intestinal blockage, fistulas, hematomas, seromas, perforations, and the need for further surgeries (collectively the "Injuries, Conditions, and Complications").

30. The failure of Defendants' PHYSIOMESH Products is attributable, in part, to the fact that all of the Defendants' PHYSIOMESH Products suffer from a common design defect, the absorbable polyglecaprone-25 barrier.

31. Researchers have compared the Defendants' PHYSIOMESH Products to other meshes on the market and found that PHYSIOMESH Products cause significant complications.

32. In a 2015 study published in the journal *Surgical Endoscopy*, involving the implantation of different hernia meshes in rats, researchers found that PHYSIOMESH showed the lowest incorporation strength of all mesh products, and that "fractioning of the PHYSIOMESH coating over time led to an increase in interfilamentary granuloma formation, leading to scar plate formation" over the pores of the mesh, interfering with tissue integration. Fractioning occurred as a result of a foreign body inflammatory reaction directed at the barrier coating; histological samples demonstrated an "a clear separation between the encapsulated mesh and the abdominal wall, without any signs of abdominal wall ingrowth." Further, researchers suggested that "since adequate ingrowth and high tensile strength is one of the necessities for effective hernia repair, this lack of abdominal wall integration could be detrimental for the risk of recurrence."

33. In a 2013 study published in the *Journal of the Society of Laparoendoscopic Surgeons*, comparing the different hernia meshes implanted in pigs, researchers found "ongoing granulation tissue ingrowth, incomplete integration of the mesh, and incomplete tissue coverage" in PHYSIOMESH explants. Researchers suggested that the presence of the anti-adhesive barrier "may inhibit tissue ingrowth on the abdominal wall side of the mesh as shown by the low tissue ingrowth strength achieved with PHYSIOMESH."

34. A study published in the journal *Surgical Endoscopy* in March 2016 intended to compare Ethicon's PHYSIOMESH with Bard Davol's Ventralight mesh in 100 patients at a single hospital. Researchers terminated the study early after noting that the patients implanted with PHYSIOMESH suffered recurring hernias and significantly greater pain after

surgery. In the patients who required further surgery, researchers observed dense adhesions, poor mesh integration, and mesh detachment from the abdominal wall.

35. The Defendants' PHYSIOMESH Products are inherently dangerous and defective, unfit and unsafe for their intended and reasonably foreseeable uses, and do not meet or perform to the expectations of patients and their health care providers.

36. At all material times, the Defendants knew or should have known that the risks of using their PHYSIOMESH Products included severe Injuries, Conditions, and Complications.

37. The Defendants PHYSIOMESH Products create risks to the health and safety of the patients that are far more significant than the risks posed by other products and procedures available to treat the corresponding medical conditions, and which far outweigh the utility of their PHYSIOMESH Products.

38. At all material times, the Defendants, through their servants and agents, failed to adequately warn physicians and consumers, including the Plaintiffs and putative class members, of the risk of Injuries, Conditions, and Complications caused by their PHYSIOMESH Products.

39. The Defendants did not provide adequate safety data to Health Canada with respect to their PHYSIOMESH Products. The Defendants knew or should have known that their PHYSIOMESH Products were unsafe, defective, unreasonably dangerous, and not fit for their intended purposes.

40. At all material times, the Defendants, through its servants and agents, negligently, recklessly and/or carelessly marketed, distributed and/or sold their PHYSIOMESH

Products without adequate warnings of the products' serious side effects and unreasonably dangerous risks.

THE PLAINTIFFS' EXPERIENCE

41. In February of 2016, Ms. Copland underwent a laparoscopic ventral hernia repair using the one of the Defendants' PHYSIOMESH Products at Guelph General Hospital. Ms. Copland did not suffer any surgical complications during implantation of the mesh.

42. A few weeks after her surgery, Ms. Copland began to experience pain at her surgical site, which she describes as a "pinching" or "pulling" sensation. Additionally, Ms. Copland began to see "bulging" on her abdomen, similar in appearance to how her abdomen looked before she had her hernia repaired.

43. As her pain and discomfort increased in severity, Ms. Copland sought specialized medical attention. In the fall of 2016, Ms. Copland was assessed by surgical specialists at the Shouldice Hospital in Toronto, a facility that specializes in hernia repair. Ms. Copland was advised that her hernia mesh had "stretched out" and that her hernia had recurred. Ms. Copland was advised that she required corrective surgery to remove the PHYSIOMESH Product and repair the hernia again.

44. Ms. Copland was advised that she needed to wait one year from her original hernia repair surgery to reduce the risk of surgical complications during a reoperation procedure. Ms. Copland is in the process of scheduling her corrective surgery.

45. Ms. Copland continues to experience pain and discomfort on a daily basis. Ms. Copland's symptoms interfere with her ability to perform her employment duties as a postal worker and enjoy activities with her three young children.

46. Prior to and at the time when Ms. Copland was implanted with the Defendants' PHYSIOMESH Product, she received no or inadequate warning about the risk of developing Injuries, Conditions, and Complications.

47. Had Ms. Copland been aware of the magnitude of risks of developing Injuries, Conditions, and Complications, she would never have agreed to being implanted with the Defendants' PHYSIOMESH Product. But for the Defendants' wrongful conduct, the Plaintiffs would not have incurred damages.

48. The Plaintiff, Mr. Copland, and other class members, have suffered and continue to suffer damages including loss of care, guidance, companionship and consortium, as well as financial expenses and special damages due to the wrongful conduct of the Defendants.

CAUSES OF ACTION

49. The Defendants at all material times owed a duty of care to the Plaintiffs to:

(a) ensure that their PHYSIOMESH Products were fit for their intended and/or reasonably foreseeable use;

(b) conduct appropriate testing to determine whether and to what extent use of their PHYSIOMESH Products posed serious health risks, including the magnitude of risk of developing Injuries, Conditions, and Complications;

(c) properly, adequately, and fairly warn the Plaintiffs and physicians of the magnitude of the risk of developing Injuries, Conditions, and Complications with use of their PHYSIOMESH Products compared to alternative treatments;

(d) ensure that physicians were kept fully and completely warned and informed regarding all risks associated with their PHYSIOMESH Products;

(e) monitor, investigate, evaluate and follow up on adverse reactions to the use of their PHYSIOMESH Products; and

(f) properly inform Health Canada and other regulatory agencies of all risks associated with their PHYSIOMESH Products.

50. The Defendants negligently breached their duty of care.

51. The Plaintiffs state that their damages were caused by the negligence of the Defendants. Such negligence includes but is not limited to the following:

(a) the Defendants failed to ensure that their PHYSIOMESH Products were not dangerous to recipients during the course of their use and that they were fit for their intended purpose and of merchantable quality;

(b) the Defendants failed to adequately test their PHYSIOMESH Products in a manner that would fully disclose the magnitude of the risks associated with their use, including but not limited to Injuries, Conditions, and Complications;

(c) the Defendants unreasonably and carelessly designed products that were insufficient to withstand the foreseeable use of normal placement within the human body;

(d) the Defendants failed to provide Health Canada complete and accurate information with respect to their PHYSIOMESH Products as it became available;

(e) the Defendants failed to conduct any or any adequate follow-up studies on the efficacy and safety of their PHYSIOMESH Products;

(f) the Defendants failed to conduct any or any adequate long-term studies of the risks of their PHYSIOMESH Products;

(g) the Defendants failed to provide the Plaintiffs, their physicians and Health Canada with proper, adequate, and/or fair warning of the risks associated with use of their PHYSIOMESH Products, including but not limited to risk of Injuries, Conditions, and Complications;

(h) the Defendants failed to warn or adequately warn the Plaintiffs or their physicians that in the event of failure, injury, or complications, it may be impossible to easily and safely remove the Defendants' PHYSIOMESH Products, or to remove them at all;

(i) the Defendants failed to adequately monitor, evaluate and act upon reports of adverse reactions to their PHYSIOMESH Products in Canada and elsewhere;

(j) the Defendants failed to provide any or any adequate updated and/or current information to the Plaintiffs, physicians and/or Health Canada respecting the risks of their PHYSIOMESH Products as such information became available from time to time;

(k) the Defendants failed to provide adequate warnings of the risks associated with their PHYSIOMESH Products, including the risk of Injuries, Conditions, and Complications in all persons receiving their PHYSIOMESH Products on the patient information pamphlets in Canada;

(l) the Defendants, after noticing problems with their PHYSIOMESH Products, failed to issue adequate warnings, timely recall their PHYSIOMESH Products, publicize the problems and otherwise act properly and in a timely manner to alert the public, including adequately warning the Plaintiffs and their physicians of their PHYSIOMESH Products' inherent dangers, including but not limited to the danger of Injuries, Conditions, and Complications;

(m) the Defendants failed to establish any adequate procedures to educate their sales representatives and physicians respecting the risks associated with their PHYSIOMESH Products;

(n) the Defendants represented that their PHYSIOMESH Products were safe and fit for their intended purpose and of merchantable quality when they knew or ought to have known that these representations were false;

(o) the Defendants misrepresented the state of research, opinion and medical literature pertaining to the purported benefits of their PHYSIOMESH Products and their associated risks, including the risk of Injuries, Conditions, and Complications;

(p) the misrepresentations made by the Defendants were unreasonable in the face of the risks that were known or ought to have been known by the Defendants;

(q) the Defendants failed to timely cease the manufacture, marketing and/or distribution of their PHYSIOMESH Products when they knew or ought to have known that their PHYSIOMESH Products caused Injuries, Conditions, and Complications;

(r) the Defendants failed to conform with applicable disclosure and reporting requirements pursuant to the *Food and Drugs Act* and its associated regulations;

(s) the Defendants failed to properly supervise their employees, subsidiaries and affiliated corporations;

(t) the Defendants breached other duties of care to the Plaintiffs and putative class members, details of which breaches are known only to the Defendants; and

(u) in all of the circumstances of this case, the Defendants applied callous and reckless disregard for the health and safety of the Plaintiffs and putative class members.

52. The Defendants' PHYSIOMESH Products were defective because they are unreasonably dangerous, beyond the dangers which could reasonably have been contemplated by the Plaintiffs, putative class members, or their physicians. Any benefit from using the Defendants' PHYSIOMESH Products was outweighed by the serious and undisclosed risks of their use when used as the Defendants intended. There are no individuals for whom the benefits of the Defendants' PHYSIOMESH Products outweigh the risks, given that there are many alternative products and procedures that are at least as efficacious as the Defendants' PHYSIOMESH Products and carry far less and/or less serious risks than the PHYSIOMESH Products..

53. The risks associated with use of the Defendants' PHYSIOMESH Products, including Injuries, Conditions, and Complications in all persons receiving their PHYSIOMESH Products, were in the exclusive knowledge and control of the Defendants. The extent of the risks were not known to, and could not have been known by, the Plaintiffs. The

Plaintiffs' injuries would not have occurred but for the negligence of the Defendants in failing to ensure that their PHYSIOMESH Products were safe for use or, in the alternative, for failing to provide an adequate warning of the risks associated with using their PHYSIOMESH Products to the Plaintiffs and putative class members, and to their physicians.

DAMAGES

54. The Plaintiffs' and other putative class members' injuries and damages were caused by the negligence of the Defendants, their servants and agents.

55. As a result of the Defendants' negligence, the Plaintiff has suffered and continues to experience serious personal injuries and harm with resultant pain and suffering. The Plaintiff will require additional surgeries and procedures.

56. The Plaintiffs and other putative class members have suffered special damages for medical costs incurred in the screening, diagnosis, and treatment of Injuries, Conditions, and Complications related to use of the Defendants' PHYSIOMESH Products.

57. As a result of the conduct of the Defendants, the Plaintiffs and other putative class members suffered and continue to suffer expenses and special damages, of a nature and amount to be particularized prior to trial.

58. Some of the expenses related to the medical treatment that the Plaintiffs and class members have undergone, and will continue to undergo, have been borne by the various provincial health insurers.

59. The Plaintiffs claim punitive, aggravated and exemplary damages for the reckless and unlawful conduct of the Defendants.

SERVICE OUTSIDE OF ONTARIO

60. The Plaintiffs plead and rely on sections 17.02 (g) and (p) of the Rules of Civil Procedure, allowing for service *ex juris* of the foreign defendants. Specifically, this originating process may be served without court order outside Ontario in that the claim is:

(a) in respect of a tort committed in Ontario (rule 17.02(g));

(b) against a person carrying on business in Ontario (rule 17.02(p)).

February 16, 2017

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COLLEEN COPLAND and RILEY COPLAND V. JOHNSON & JOHNSON INC. ET AL.

Court File No.: 65/17

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Guelph
Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

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