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BENJAMIN HOEKSTRA by and through his Guardian Ad Litem VICTORIA HOEKSTRA

BENJAMIN HOEKSTRA by and through his Guardian Ad Litem VICTORIA HOEKSTRA,
Plaintiff,

vs.

MISDOM-FRANK CORPORATION
201 Carter Drive
West Chester, PA 19380,

And

SKLAR CORPORATION DBA SKLAR INSTRUMENTS
888 South Matlack Street
West Chester, PA 19382

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION COMPLAINT

JURY TRIAL DEMANDED

And

Medco Group Inc.
888 Matlack Street
West Chester, PA 19382
Defendants.

CIVIL ACTION COMPLAINT- NOTICE TO PLEAD

"NOTICE"

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333 TTY (215) 451-6197

"AVISO"

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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Filadelfia, Pennsylvania 19107
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CIVIL ACTION COMPLAINT

NEGLIGENCE AND PRODUCTS LIABILITY

Plaintiff, BENJAMIN HOEKSTRA by and through his guardian ad litem, VICTORIA HOEKSTRA, ("Plaintiff") and through his attorneys, files this Complaint against MISDOM-FRANK CORPORATION, SKLAR CORPORATION DBA SKLAR INSTRUMENTS, and MEDCO GROUP, INC. (Collectively "Defendants"), both jointly and severally, the companies that designed, manufactured and/or marketed the medical device used on Plaintiff BENJAMIN HOEKSTRA. Accordingly, Plaintiff alleges the following:

I. THE PARTIES

1. At all times relevant herein, Plaintiff Benjamin Hoekstra, by and through his mother and Guardian Ad Litem, Victoria Hoekstra was, and is, a resident of the State of California.

2. Defendant, MISDOM-FRANK CORPORATION ("MISDOM") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 201 Carter Drive, West Chester, Pennsylvania. MISDOM sold its products, including the subject circumcision clamp, and has regularly done, and is doing business in the Commonwealth of Pennsylvania.

3. Defendant, SKLAR CORPORATION doing business as SKLAR INSTRUMENTS ("SKLAR") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 888 South Matlack Street, West Chester, Pennsylvania. SKLAR sold its products, including the subject circumcision clamp, and has regularly done, and is doing business in the State of Pennsylvania.

4. Defendant, MEDCO GROUP INC. ("MEDCO") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 888 Matlack Street, West Chester, Pennsylvania. MEDCO sold its products,

including the subject circumcision clamp, and has regularly done, and is doing business in the State of Pennsylvania.

5. At all times relevant herein, Defendants and each of them were the agents, employees, joint venture, and or partners of each other and were acting within the course and scope of such agency, employment, joint venturer and or partnership relationship and or each of the Defendants ratified and or authorized the conduct of each of the other Defendants.

II. JURISDICTION AND VENUE

6. Plaintiff incorporates by reference all of the above paragraphs.

7. Jurisdiction and venue are proper in this Honorable Court as Defendants all have sufficient contacts with the Commonwealth of Pennsylvania, including the City of Philadelphia, through their substantial and purposeful transactions of business here, including but not limited to their receipt of substantial compensation, revenues and/or profits from sales of the subject circumcision clamp.

III. DEFENDANTS' CIRCUMCISION CLAMP PRODUCT

8. At all times relevant to this matter, Defendants designed, tested, inspected, packaged, manufactured, distributed and sold a product known as a Mogen Clamp ("Mogen Clamp") for use in performing circumcisions.

9. Defendants did so knowing and intending that the Mogen Clamp would be used to perform penile circumcisions.

IV. FACTUAL BACKGROUND

10. On March 19, 2010, Plaintiff Benjamin Hoekstra was born.

11. On or about March 26, 2010, in Oxnard, California, Dr. Daniel Onstot, M.D., performed what was supposed to be a routine circumcision procedure on Plaintiff using the subject Mogen Clamp manufactured by Defendants.

12. Due to the defective nature of Defendants' Mogen Clamp, the tip of Plaintiff's penis was amputated during this routine procedure. Plaintiff has sustained permanent injury, will

require future corrective surgery(ies), and has experienced, and will continue to experience, significant mental and physical pain and suffering, financial or economic loss, including, but not limited to, obligations for medical services and expenses.

13. At all times relevant to this matter, the Defendants have marketed their Mogen Clamp products to the medical community and to patients and consumers as safe, effective reliable, medical devices; as a safe and effective device for circumcisions; and as safer and more effective as compared to other competing circumcision products.

14. The Mogen Clamp, unlike other circumcision devices, has a long history of penile amputations. In fact, though the Mogen Clamp comprises a small percentage of the circumcision product market, it accounts for the majority of penile amputations.

15. Defendants have misrepresented the efficacy and safety of their Mogen Clamp through various means and media, actively and intentionally misleading the medical community, patients, and the public at large.

16. Every year there are steady reports made to the FDA of penile amputations due to the Mogen Clamp. To date there have been over 20 reports made to the FDA. These reports account for only a small portion of actual amputations in the medical community.

17. The Mogen Clamp's defects which lead to this horrific injury are well known and have long been identified and published in medical literature.

18. The Mogen Clamp's defects include the fact that unlike other circumcision clamps, there is no protection or shield/bell for the head of the penis.

19. The Mogen Clamp's second design defect is that the doctor is unable to visualize the head of the penis when applying the scalpel to the foreskin.

20. Despite these defects, Defendants neither changed the Mogen Clamp's design, recalled the product nor put out any warnings to doctors.

21. Defendants have known, continue to know and at all times had reason to know that their disclosures to the medical community, patients and the public at large were and are incomplete and misleading; and that their Mogen Clamps were and are causing numerous

patients severe injuries and complications like those suffered by Plaintiff. Defendants suppressed this information, and failed to accurately and completely disseminate or share this and other critical information with health care providers, or the patients. As a result, Defendants actively and intentionally misled and continue to mislead the public, including the medical community, health care provider and patients, into believing that their Mogen Clamps were and are safe and effective, leading to the use of the Mogen Clamp on Plaintiff.

22. The Defendants individually and/or jointly failed to perform or rely on proper and adequate testing and research in order to determine and evaluate the risks and benefits of the Mogen Clamp.

23. Feasible and suitable alternative designs and products, as compared to Defendants' Mogen Clamp, have existed at all times relevant.

24. The Mogen Clamp was at all times utilized and used in a manner foreseeable to Defendants.

25. The Defendants have at all times provided incomplete, insufficient, and misleading training and information to doctors, in order to increase the number of doctors utilizing the Mogen Clamp, and thus increasing the sales of their Mogen Clamp, and also leading to the dissemination of inadequate and misleading information to doctors and patients, including Plaintiff and his doctors.

26. The Mogen Clamp used on Plaintiff was in the same or substantially similar condition as it was when it left the possession of Defendants, and in the condition directed by and expected by Defendants.

27. The injuries, conditions, and complications suffered by Plaintiff due to the Mogen Clamp include but are not limited to amputation of the tip of Plaintiff's penis.

28. Despite knowledge of these catastrophic injuries, conditions, and complications caused by the Mogen Clamp, Defendants manufactured, marketed, and sold the Mogen Clamp while failing to adequately warn, label, instruct, and disseminate information with regard to the Mogen Clamp, both prior to and after the marketing and sale of the Mogen Clamp.

COUNT I
STRICT LIABILITY DEFECTIVE MANUFACTURE AND DESIGN
PLAINTIFF V. ALL DEFENDANTS

29. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this complaint as though fully set forth herein.

30. The Mogen Clamp was defectively and improperly manufactured, rendering it defective and unreasonably dangerous and hazardous to plaintiff.

31. The Mogen Clamps 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.

32. The Mogen Clamps create risks to the health and safety of the patients that are far more significant and devastating than the risks posed by other products and procedures available to perform circumcisions, and which far outweighs the utility of the Mogen Clamp.

33. The Defendants have intentionally and recklessly designed, manufactured, marketed, labeled, sold, and/or distributed the Mogen Clamp with wanton and willful disregard for the rights and health of the Plaintiff and others, and with malice, placing their economic interests above the health and safety of the Plaintiff and others.

34. As a proximate result of the Defendants' design, manufacture, labeling, marketing, sale, and/or distribution of the Mogen Clamp, Plaintiff has been injured catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT II
STRICT LIABILITY – FAILURE TO WARN
PLAINTIFF V. ALL DEFENDANTS

35. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

36. The Defendants failed to properly and adequately warn and instruct the Plaintiff or his doctors as to the unsafe nature of the Mogen Clamp and the risks of penile amputation.

37. The Defendants failed to properly and adequately warn and instruct Plaintiff or his doctors as to the risks and benefits of the Mogen Clamp.

38. The Defendants failed to properly and adequately warn and instruct the Plaintiff and his health care provider with regard to the complete lack of a safe, effective way to use the Mogen Clamp.

39. The Defendants intentionally, recklessly, and maliciously misrepresented the safety, risks, and benefits of the Mogen Clamp, understating the risks and exaggerating the benefits in order to advance their own financial interests, with wanton and willful disregard for the rights and health of the Plaintiff.

40. As a proximate result of the Defendants' design, manufacture, marketing, sale and/or distribution of the Mogen Clamp, Plaintiff has been injured catastrophically, and sustained sever and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT III
NEGLIGENCE
PLAINTIFF V. ALL DEFENDANTS

41. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

42. The Defendants had a duty to exercise reasonable and ordinary care in the manufacture, design, labeling, instructions, warnings, sale, marketing, and distribution of the Mogen Clamp.

43. The Defendants breached their duty of care to the Plaintiff and his doctors, in the manufacture, design, labeling, warnings, instructions, sale, marketing, and distribution of the Mogen Clamp.

44. The Defendants had a duty to exercise reasonable care in the recruitment and training of doctors and surgeons to use the Mogen Clamp.

45. The Defendants breached their duty of care to Plaintiff in the recruitment and training of doctors and surgeons to use the Mogen Clamp.

46. As a proximate result of the Defendants' design, manufacture, labeling, marketing, sale, and distribution of the Mogen Clamp and Defendants' recruitment and training of doctors and surgeons to use the Mogen Clamp manufactured by Defendants, Plaintiff has been injured catastrophically and sustained sever and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT IV
NEGLIGENT MISREPRESENTATION
PLAINTIFF V. ALL DEFENDANTS

47. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

48. The Defendants had a duty to accurately and truthfully represent to the medical and healthcare community, Plaintiff, his healthcare providers and the public, that the Mogen Clamp had been tested and found to be safe and effective for penile circumcisions.

49. Those representations made by the Defendants were, in fact, false.

50. The Defendants failed to exercise ordinary care in making representations concerning the Mogen Clamp while they were involved in its manufacture, sale, testing, quality assurance, quality control, and distribution in interstate commerce, because Defendants negligently misrepresented the unreasonable and dangerous risks associated with the Mogen Clamp.

51. The Defendants breached their duty in representing that the Mogen Clamps are as safe as similar products to Plaintiff, his doctors, and the medical and healthcare community.

52. As a foreseeable, direct and proximate result of the negligent misrepresentation of the Defendants as set forth herein, the Defendants knew, and had reason to know, that the Mogen Clamp lacked adequate and accurate warnings, that it created a high risk, and/or higher than acceptable risk, and/or higher than reported risk and that they represented a risk of penile amputations, which are permanent and lasting in nature.

53. As a proximate cause of the Defendants' conduct, Plaintiff has been injured catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT V
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
PLAINTIFF V. ALL DEFENDANTS

54. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

55. The Defendants carelessly and negligently manufactured, designed, developed, tested, labeled, marketed and sold the Mogen Clamp to plaintiff and his doctors, carelessly and negligently concealing the unreasonably dangerous nature of Mogen Clamps from Plaintiff and his doctors, and carelessly and negligently misrepresenting the quality, safety and efficacy of the Mogen Clamp.

56. Plaintiff was directly impacted by the Defendants' carelessness and negligence, in that he has sustained and will continue to sustain emotional distress, severe physical injuries, economic losses, and other damages as a direct result of the decision to be circumcised using the Mogen Clamp.

57. As a proximate result of the Defendant's conduct, Plaintiff has been injured catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT VI
BREACH OF EXPRESS WARRANTY
PLAINTIFF V. ALL DEFENDANTS

58. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

59. At all relevant and material times, the Defendants manufactured, distributed, advertised, promoted and sold the Mogen Clamp.

60. At all relevant times, the Defendants intended that their Mogen Clamp be used in the manner Plaintiff and his doctors used them and they expressly warranted that each product was safe and fit for use by consumers, that it was of merchantable quality, that its risks and side effects were minimal and comparable to other medical devices available for penile circumcision, and that they were adequately tested and fit for their intended use.

61. At all relevant times, the Defendants were aware that consumers, including Plaintiff, would use the Mogen Clamp; which is to say that Plaintiff and his doctors were a foreseeable user of the Mogen Clamp.

62. Plaintiff and his doctors, whom were involved in his penile circumcision, were at all relevant times in privity with the Defendants.

63. The Mogen Clamps were expected to reach and in fact reached its ultimate consumer, including Plaintiff and his doctors, without substantial change in the condition in which it was manufactured and sold by the Defendants.

64. The Defendants breached various express warranties with respect to the Mogen Clamp including the following particulars:

a. The Defendants misrepresented to Plaintiff and his doctors and healthcare providers through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, medical literature, and regulatory submissions that the Mogen Clamp was safe and fraudulently withheld and concealed information about the substantial risks of serious injury associated with using the Mogen Clamp;

b. The Defendants represented to Plaintiff and his doctors and healthcare providers that the Mogen Clamp was as safe, and/or safer than other alternative devices and fraudulently concealed information, which demonstrated that the Mogen Clamp was not safer than alternatives available on the market; and

c. The Defendants represented to Plaintiff and his doctors and healthcare providers that the Mogen Clamp was more efficacious than other alternative devices and fraudulently concealed information, regarding the true efficacy of the Mogen Clamp.

65. In reliance upon Defendants' express warranties, Plaintiff was circumcised using the Mogen Clamp as prescribed and directed, and therefore, in the foreseeable manner normally intended, recommended, promoted and marketed by the Defendants.

66. At the time of making such express warranties, the Defendants knew or should have known that the Mogen Clamp did not conform to these express representations because the Mogen Clamp was not safe and had numerous serious risks and side effects, many of which the Defendants did not accurately warn about, thus making the Mogen Clamp unreasonably unsafe for its intended purpose.

67. Members of the medical community, including doctors and other healthcare professionals, as well as Plaintiff and his doctors, relied upon the representations and warranties of the Defendants in connection with the use, recommendations and description of the Mogen Clamp.

68. The Defendants breached their express warranties to Plaintiff in that the Mogen Clamp was not of merchantable quality, safe and fit for its intended use, nor was it adequately tested.

69. The Defendants' breach constituted violations of common law principles and 13 Pa. Stat. Ann § 2313, et seq.

70. As a proximate result of the Defendant's conduct, Plaintiff has been injured catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess

of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT VII
BREACH OF IMPLIED WARRANTY
PLAINTIFF V. ALL DEFENDANTS

71. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

72. At all relevant and material times, the Defendants manufactured, distributed, advertised, promoted and sold the Mogen Clamp.

73. At all relevant times, the Defendants intended that their Mogen Clamp be used in the manner Plaintiff used them and they impliedly warranted that each product was safe and fit for use by consumers, that it was of merchantable quality, that its risks and side effects were minimal and comparable to other medical devices available for penile circumcision, and that they were adequately tested and fit for their intended use.

74. At all relevant times, the Defendants were aware that consumers, including Plaintiff, would use the Mogen Clamp; which is to say that Plaintiff and his doctors were a foreseeable user of the Mogen Clamp.

75. Plaintiff and his doctors, whom were involved in his penile circumcision, were at all relevant times in privity with the Defendants.

76. The Mogen Clamps were expected to reach and in fact reached its ultimate consumer, including Plaintiff and his doctors, without substantial change in the condition in which it was manufactured and sold by the Defendants.

77. The Defendants breached various implied warranties with respect to the Mogen Clamp including the following particulars:

d. The Defendants misrepresented to Plaintiff and his doctors and healthcare providers through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, medical literature, and regulatory submissions that the Mogen Clamp was safe and fraudulently

withheld and concealed information about the substantial risks of serious injury associated with using the Mogen Clamp;

e. The Defendants represented to Plaintiff and his doctors and healthcare providers that the Mogen Clamp was as safe, and/or safer than other alternative devices and fraudulently concealed information, which demonstrated that the Mogen Clamp was not safer than alternatives available on the market; and

f. The Defendants represented to Plaintiff and his doctors and healthcare providers that the Mogen Clamp was more efficacious than other alternative devices and fraudulently concealed information, regarding the true efficacy of the Mogen Clamp.

78. In reliance upon Defendants' implied warranties, Plaintiff was circumcised using the Mogen Clamp as prescribed and directed, and therefore, in the foreseeable manner normally intended, recommended, promoted and marketed by the Defendants.

79. The Defendants breached their implied warranties to Plaintiff in that the Mogen Clamp was not of merchantable quality, safe and fit for its intended use, nor was it adequately tested, in violation of common law principles and 13 Pa. Stat. Ann § 2313, et seq.

80. As a proximate result of the Defendant's conduct, Plaintiff has been injured catastrophically, and sustained severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

COUNT VIII
GROSS NEGLIGENCE
PLAINTIFF V. ALL DEFENDANTS

81. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in this Complaint as though fully set forth herein.

82. The wrongs done by Defendants were aggravated by the kind of malice, fraud and grossly negligent disregard for the rights of others, the public, and Plaintiff, for which the law would allow, and which Plaintiff will seek at the appropriate time under governing law for the imposition of exemplary damages, in that Defendants' conduct was specifically intended to cause substantial injury to Plaintiff, or when viewed objectively from Defendants' standpoint at the time of the conduct, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and Defendants were actually, subjectively aware of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others; or included material representations that were false, with Defendants, knowing that they were false or with reckless disregard as to the truth as a positive assertion, with the intent that the representation is acted on by Plaintiff and his doctors.

83. Plaintiff and his doctors relied on the representations of Defendants and suffered injury as a proximate result of this reliance.

84. Plaintiff therefore will seek to assert claims or exemplary damages at the appropriate time under governing law in an amount within the jurisdictional limits of the Court.

85. Plaintiff also alleges that the acts and omissions of Defendants, whether taken singularly or in combination with others, constitute gross negligence that proximately caused the injuries to Plaintiff. In that regard Plaintiff will seek exemplary damages in an amount that would punish Defendants for their conduct and which would deter other manufacturers from engaging in such misconduct in the future.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, punitive damages and for costs, in an as yet unliquidated sum in excess

of $50,000.00, and such other relief as this Court deems just and for a trial by jury on all issues as triable as a matter of right.

Respectfully Submitted,

By: _____

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Attorneys for Plaintiff
BENJAMIN HOEKSTRA by and through his
Guardian Ad Litem VICTORIA HOEKSTRA

VERIFICATION

I, Priscilla Jimenez, Esquire, hereby state that I am an Attorney for the Plaintiff in this action and having read the attached pleading, verifies that the within pleading is based on information furnished to me, and/or has been gathered by me in the course of this lawsuit. I, Priscilla Jimenez, Esquire, verifies that I have read the within pleading and that it is true and correct to the best of my knowledge, information, and belief. This Verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

PRISCILLA JIMENEZ, ESQUIRE