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Details of Filing

Document Lodged:	Statement of Claim - Form 17 - Rule 8.06(1)(a)
File Number:	NSD406/2018
File Title:	RACHAEL ABBOTT v ZOETIS AUSTRALIA PTY LTD
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink, reading "Warwick Soden".

Dated: 20/03/2018 3:15:10 PM AEDT

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Statement of claim

No. of 2018

Federal Court of Australia
District Registry: New South Wales
Division: General Division

Rachael Abbott
Applicant

Zoetis Australia Pty Ltd
Respondent

Details of claim

REPRESENTATIVE PROCEEDINGS

1. This is a representative proceeding brought under Part IVA of the *Federal Court of Australia Act*, 1976.

DEFINITIONS

2. **AGVET CODE** means Agricultural and Veterinary Chemicals Act 1994.
3. **APVMA** means Australian Pesticides and Veterinary Medicines Authority.
4. **AVA** means Australian Veterinarians Association.
5. **EA** means Equestrian Australia, a non-profit organisation whose objects are to control equestrian sport in Australia and international competition as a member of Federation Equestre Internationale.
6. **EVA** means Equine Veterinarians (Association) Australia
7. **ENSW** means Equestrian New South Wales, non-profit organisation whose objects are to control equestrian sport in New South Wales and is a part of EA.
8. **Product** means the vaccine developed by the RESPONDENT to treat the Hendra virus
9. **Side effects** means the side effects reported to the APVMA and contained in Attachment "A" hereto together with other side effects that may be proven.

Filed on behalf of	Rachael Abbott, Lead Applicant		
Prepared by (name of person/lawyer)	Matthew Berenger		
Law firm (if applicable)	LHD Lawyers		
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10. **VETERINARIANS** includes veterinarians trained and authorised to administer the product for the purpose provided by the minor use permits issued by APVMA.
11. **INTERMEDIARIES** means AVA, EA, EVA, ENSW and VETERINARIANS

THE RESPONDENT

12. The respondent is a company incorporated in Australia and liable to be sued in its corporate name and style.
13. The respondent carries on the business of designing, manufacturing, distributing and marketing veterinary medicines and products.

The Hendra Virus

14. The Hendra Virus ("HeV") was first discovered in 1994 in the Brisbane suburb of Hendra.
15. Between 1994 and 2010 there were 14 cases of horses diagnosed as suffering from the Hendra Virus.
16. The affected horses were located in coastal Queensland or the north east corner of NSW.
17. The disease is known to be endemic to bats found near the seaboard of Queensland and North Eastern New South Wales. The mechanism of transmission from bats to horses is hypothesised to be by bat urine or faeces.
18. During 2011 and 2012 there were 26 HeV incidents in horses and one in a dog.
19. The following year there were eight incidents in horses and another dog.
20. In the past twenty four years there have been seven known human infections.
21. Five were veterinarians or their staff who did intrusive procedures on dying or dead horses without the use of Personal Protective Equipment (PPE). One other was a horse trainer who slept with his dying horse and one was his employee, a groom, who survived. Bodily fluid from the diseased animals was found on the floor and there was no use by these victims of PPE. Four of the humans infected are alleged to have died but it is doubtful whether two alleged deaths were caused by Hendra.

PARTICULARS

- a) Mark Preston, had been infected but recovered and a year later he contracted an infection from a piggery and died. An Autopsy found Hendra in his body and his death was attributed to this condition.
- b) Vic Rail died of heart attack although he was infected with Hendra.
22. The 2004 vet infected only had flu like symptoms only and recovered in weeks.
23. There has never been an incident of a private horse owner on any property being infected by their horse with HeV or racetrack staff, grooms or public gatherings.

24. There has never been an incident of any horse at an event having HeV.
25. Hendra is not an endemic disease in horses. Vaccination is a tool to manage endemic diseases in production animals.
26. HeV is not a common or endemic disease in horses.
27. There is no herd immunity benefit for horses from vaccination.

The Vaccine and application to APVMA

28. The respondent developed the product and made application to the APVMA for a minor use permit.
29. On 1 November 2012 APVMA first released the product on minor use permit number PER13510 which was in force from 10 August 2012 to 3 August 2014.
30. On application by respondent the APVMA issued a second minor use permit number PER14876 which was in force from 4 August 2014 to 4 August 2015.
31. The directions for use on permits PER13510 and PER14876 was for the purpose "An aid in the prevention of clinical disease caused by Hendra virus."
32. On application by respondent the APVMA issued a third minor use permit number PER14887 which was in force from 31 March 2015 to 4 August 2015.
33. The directions for use on permit PER14887 was as "An aid in the prevention of clinical symptoms of the disease caused by Hendra virus."

Respondent application to APVMA in breach of Agvet Code

34. In making its application to APVMA for issue of minor use permits respondent was in breach of the Agricultural and Veterinary Chemicals Code section 26(3) in that it:
 - a) Failed to provide relevant data as to safety criteria;
 - b) Failed to provide relevant data as to efficacy criteria;
 - c) Failed to provide relevant data as to labelling criteria;

Respondent in breach of minor use permits.

35. Respondent was in breach of the minor use permits in that it:
 - a) Failed to keep detailed records of the manufacture, use and adverse reactions;
 - b) Failed to advise APVMA of breaches of the manufacture, use and adverse reactions of which it was aware in a timely manner;
 - c) Failed to advise APVMA that in breach of the minor use permits the product was being distributed generally in breach of the Agvet Code.
 - d) Failed to advise APVMA that in breach of the minor use permits respondent was enabling and encouraging the intermediaries to market, advertise and press the use of the product in contravention to the use permitted by the minor use permits;

- e) Failed to advise APVMA that in breach of the minor use permits respondent enabled and encouraged its ENSW to pass a By Law to use the product in contravention of the use permitted by the minor use permits.

Respondent in breach of Section 79 of Agvet Code.

- 36. At all material times the respondent was a person who was authorised by a permit to supply, or cause or permit to supply a registered chemical in accordance with conditions in Minor Use Permits referred to above.
- 37. In breach of Section 79 of the Agvet Code it knowingly advertised, provided and distributed the product for use other than provided for in the Minor Use Permits.

Particulars of Knowledge

- 38. At all material times the respondent knew or ought to have known that the product was being marketed by claiming a level of efficacy in excess of the Minor Use Permits by:
 - a) Correspondence between it and the intermediaries;
 - b) Statements in newspapers and journals attributed to representatives of the intermediaries;
 - c) Publications by AVA and EVA;

Particulars of use other than permitted by Permits

- 39. The permits refer to the product as being used as "An aid in the prevention of clinical disease caused by Hendra virus" or "An aid in the prevention of clinical symptoms of the disease caused by Hendra virus" the respondent, in breach of the permit use, advertised and promoted the product as:
 - a) Preventing the
 - i. Contracting
 - ii. Infection
 - iii. Viral shedding of Hendra by horses;
 - iv. Transmission of Hendra from horse to horse;
 - v. Transmission of Hendra from horse to humans;
 - b) Protecting humans from contracting the infection;
 - c) Suitable and appropriate for use in controlling an endemic or outbreak of Hendra in Queensland and New South Wales;
 - d) Being as close to 100% effective as a vaccine can be;
- 40. Further, or in the alternative, the respondent:

- e) Failed to include any reference to the vaccine only being an aid in the prevention of clinical disease or symptoms of Hendra.
- f) Failed to report a no vaccination/no treatment policy of EA, EVA, AVA and veterinarians to the APVMA as being based on inflated claims of the efficacy of the vaccine and thereby in breach of the Minor Use Permits issued to it.

Particulars of advertising

41. The respondent permitted and encouraged the advertising of breaches of its permits and the efficacy of the product that was not permitted by the permits or justified by its data on many occasions by the intermediaries through different media including:
- a) AVA and EVA "Notification of Veterinary Advice for Equestrian Events" undated;
 - b) NSW Hendra Vaccination By Law;
 - c) NSW Policy;
 - d) EA By-Law
 - e) Newspapers, journals, television and notices.

Breach Agvet Code Section 88

42. The respondent did publish or cause or permit to be published a notice that offered to sell the product that was not a registered product.

Breach Agvet Code Section 89

43. The respondent did or caused or permitted
- a) publishing or communicating false or misleading information about the product.(1)(a)
 - b) Expressly or impliedly claim that the product had particular qualities that were not prescribed by the regulations for the purpose of this paragraph (1)(f)

PARTICULARS

44. The permits refer to the product as being used as "An aid in the prevention of clinical disease caused by Hendra virus" or "An aid in the prevention of clinical symptoms of the disease caused by Hendra virus" the respondent, in breach of the permit use, advertised and promoted the product as:
- a) Preventing the
 - vi. Contracting
 - vii. Infection
 - viii. Viral shedding of Hendra by horses;
 - ix. Transmission of Hendra from horse to horse;
 - x. Transmission of Hendra from horse to humans;

- b) Protecting humans from contracting the infection;
- c) Suitable and appropriate for use in controlling an endemic or outbreak of Hendra in Queensland, New South Wales and Australia;
- d) Overstating the effectiveness as being as close to 100% effective as a vaccine can be;
- e) Failed to include reference that the vaccine was only an aid in the prevention of clinical disease or symptoms of Hendra.
- f) Failed to report a no vaccination/no treat policy of EA, EVA, AVA and veterinarians to the APVMA as being based on inflated claims of the efficacy of the vaccine and thereby in breach of the Minor Use Permits issued to it.

Section 18 of the Australian Consumer Law (ACL).

45. In supplying the product respondent was engaged in trade or commerce.

46. The respondent engaged in conduct that was misleading or deceptive or likely to mislead or deceive in that it:

- a) packaged and distributed the product without any warning as to the side effects; and
- b) distributed product information without any warning or insufficient warning as to the side effects.

47. The respondent's failure to warn of the side effects misled and deceived:

- a) veterinarians responsible for the supply, prescribing and administering the drug;
- b) the applicant and group members who purchased or permitted the drug to be administered to their horses.

48. Further in breach of the permits issued to it by the APVMA the respondent permitted and promoted the product to be used as a vaccine thereby misleading the users of the product that it was registered and suitable for that purpose.

49. The respondent knew or ought to have known the product was not suitable for use as a vaccine.

Particulars of knowledge

50. The respondent failed to properly and adequately test for effectiveness and side effects by;

- i. Conducting testing using inappropriate species as controls;
- ii. Applying insufficient test protocols;
- iii. Euthanizing test horses before the disease or side effects could manifest themselves;
- iv. Not reporting tests that disclosed side effects;
- v. Failing to follow the Veterinary Medicines Manual of Requirements and Guidelines ("MORAG") in that it;
 - a) Failing to exercise good laboratory practice in its safety testing; and
 - b) Failing to conduct non clinical health and environment safety studies that were properly;
 - i. Planned;
 - ii. Monitored;
 - iii. Recorded;
 - iv. Archived; and
 - v. Reported.

51. Further or in the alternative it failed to conduct adequate clinical trials to ascertain the safety, efficacy and potential harmful side effects of the product.

52. Further or in the alternative it failed to adequately evaluate the safety of the product by:

- a) Testing on animals of minimum age that were likely to receive the product;
- b) Failing to test the product on horses that were sero-negative;
- c) Failing to justify test on horses that were sero-positive;
- d) Failing to test the product on a minimum of eight animals
- e) Failed to closely observe and examine the tested animals for signs of local and systemic reactions including post mortem macroscopic and microscopic examination of injections sites;
- f) Failing to ascertain the need and frequency of booster doses of the product;
- g) Failing to test the effect of an overdose of the product;
- h) Failing to ascertain the reproductive safety of the product on mares and stallions by conducting a dedicated laboratory trial in conjunction with supplemented field data;
- i) Failing to conduct appropriate tests to ascertain the effect of the product on immunological functions;
- j) Failing to conduct adequate field safety trials.

Misleading Conduct

53. The respondent:

- a) permitted the product to be administered to a greater proportion of horses than permitted by the permit;
- b) permitted the product to be promoted as a vaccine when it knew it had not been tested or authorised by the APVMA to do so;
- c) failed to correct by media or otherwise the widespread misuse of the product as a vaccine;
- d) cooperated and assisted the INTERMEDIARIES in promoting the product as a vaccine;
- e) failed to exercise veterinary pharmacovigilance in that it:
 - i. Did not adequately collect information of adverse side effects;
 - ii. Did not adequately conduct post market surveillance of adverse effects;
 - iii. Did not ensure the continued safety and efficacy of the product in its use in the field;
 - iv. Failed to properly and promptly investigate and report serious adverse reactions to the product;
 - v. Failed to properly instruct and train veterinary surgeons that it authorised to administer the product in their obligations to promptly report adverse reactions to the product;
 - vi. Failed to advise and instruct veterinarian surgeons that the product was not permitted for use as a vaccine;

53. Failed to prevent the use of the product as a vaccine. The Respondent engaged in conduct that was misleading or likely to mislead or deceive.

PARTICULARS OF MISLEADING STATEMENTS

54. The respondent knowingly made the following statements through the intermediaries that were misleading or likely to mislead:

- a) That the product was safe;
- b) That the product was free of adverse reactions including death;
- c) That Hendra virus could be transmitted between horses;
- d) That Hendra virus was highly contagious between horses;
- e) That people interacting amongst horses increases the likelihood of human exposure to the disease;
- f) That Hendra is endemic in the states of Queensland and New South Wales

Section 54 of ACL

55. The respondent was responsible for the supply of the product as goods to the Applicant and the group members in circumstances in which it guaranteed the goods were of acceptable quality being fit for purpose, free from defects and safe when this was not true.
56. The applicant and group members acquired the goods for an amount not exceeding \$40,000.
57. The product was not of acceptable quality it was not fit for purpose, was not free from defects and was not safe in that it caused side effects resulting in illness and deaths about which the consumers were not warned.

Section 55 of ACL

58. The respondent guaranteed the product was fit for the purpose for which it was supplied.
59. In breach of this section the product was not fit for the purpose for which it was supplied.

Particulars of fitness for purpose.

60. The product was not fit for purpose in that:
- a) Consumption of the product caused the horses of the applicant and group members to suffer one or more of the side effects.
 - b) Did not carry any or any adequate warning on the packaging that consumption of the product would cause one or more of the side effects.
61. The respondent is liable to compensate the applicant and each group member for the amount of loss and damage suffered by them as a result of their horses having suffered one or more of the side effects and each group member is entitled to recover compensation by this action from the respondent.

ACL S.138

62. Further and in the alternative at all relevant times the respondent supplied goods being the product manufactured by it that had a defect through which the applicant and group members suffered injuries.

Particulars

63. The product had a “defect” in that it:

- a) Caused the horses of the consumers one or more of the side effects;
- b) Did not carry a warning that they caused the side effects.
- c) Was defective in that its safety was not such as persons generally were entitled to expect.
- d) Failed to contain any instructions for, or warnings with respect to, doing, or refraining from doing, anything with or in relation to it;

Particulars of Defect

64. The goods were defective in that:

- c) Consumption of the product caused the horses of the applicant and group members to suffer one or more of the side effects.
- d) Did not carry any or any adequate warning on the packaging that consumption of the product would cause one or more of the side effects.

Negligence

65. The respondent had a duty to exercise reasonable care to not expose the applicant and class members to a risk of injury.

66. The respondent was negligent in the development, design, manufacture, testing, marketing, labelling, packaging, promotion, advertising, distribution, and/or sale of the product.

67. Injury to the applicant and group members was caused by the negligence of the defendant.

PARTICULARS OF NEGLIGENCE

68. The respondent was negligent in that, by its servants and agents;

- a) Knew or should have known that the Product increased the risk of the adverse side effects including death;
- b) failed to ensure that the product was not dangerous to horses;
- c) failed to conduct appropriate testing to determine whether and to what extent the injection of the Product posed serious risks, including the death to horses;
- d) failed to adequately test the product prior to placing it on the market;
- e) failed to adequately test the Product in a manner that would fully disclose the side effects including death of horses;
- f) failed to use care in developing, designing and manufacturing the product so as to avoid posing unnecessary health risks to horses;
- g) failed to conduct adequate pre-clinical and clinical testing, post-marketing surveillance and follow-up studies to determine the safety of the product;
- h) failed to advise that the injection of the Product could result in severe side effects, including but not limited to, death;
- i) failed to advise the veterinary and scientific communities of the potential to increase the risk of side effects including death;
- j) failed to provide adequate and timely warnings or sufficient indications about the increased potential health risks to horses associated with the use of the Product;
- k) failed to provide Class Members and their veterinarians with adequate warnings or sufficient indications of inherent risks associated with the Product;
- l) failed to provide adequate warnings regarding the side effects of the Product;
- m) failed to provide adequate updated and current information to Class Members and their veterinarians respecting the risks of the Product as such information became available;
- n) failed to provide prompt warnings of potential hazards of the Product in the products' labelling;

- o) failed to warn that Class Members and their veterinarians that the risks associated with the Product would exceed the risks of other available treatments and medications;
- p) Failed after receiving actual or constructive notice of the problems associated with the Product, to issue adequate warnings, to publicize the problem and otherwise act properly and in a timely manner to alert the public, the Class Members and their veterinarians, of the products' inherent dangers;
- q) failed to establish any adequate procedures to educate their sales representatives and prescribing veterinarians respecting the risks associated with the product;
- r) falsely stated and/or implied that the Product were safe when they knew or ought to have known that this representation was false;
- s) disregarded reports of side effects;
- t) failed to accurately and promptly disclose to APVMA information relating to side effects associated with the Product and to modify the product data sheets and product labelling accordingly in a timely manner;
- u) failed to monitor and to initiate a timely review, evaluation and investigation of reports of side effects associated with the Product;
- v) failed to properly investigate cases of side effects caused by the Product;
- w) deprived applicant and class members of a chance for safe, effective and/or successful alternative treatments; and
- x) permitted the product to be used as a vaccine when it was not licensed for such use.

69. By reason of the negligence abovementioned the applicant and group members were injured and suffered and will continue to suffer loss and damage.

The Applicant

70. The applicant was born on 29 December 1968
71. The applicant is, by trade, a stockperson.
72. In June 2014 the applicant commenced employment as a stockperson with JBSS Carroona Feed Lot (the "employer").
73. In or about July 2014 the applicant was informed by Meg Wippell, the Livestock Manager of the employer that her horses had to be vaccinated for Hendra or her employment would be terminated and that the employer would pay for four horses for one year to be vaccinated.
74. At that time the applicant had two horses working in the feed lot and all were in good health and did not have any symptoms of Hendra or any other illness.
75. On 29 July 2014 Dr Lisa Goodchild, a veterinarian from Quirindi Veteranarian Clinic, 81 Pryor St, Quirindi NSW 2343, injected the applicant's two horses, Primetime and Ervines Jive, at the Carroona Feedlot with the HeV product as well as a vaccination for tetanus and strangles.
76. The applicant was not advised by Dr David Frith or Dr Lisa Goodchild that:
 - (a) The product was not registered as a vaccine or for general use;
 - (b) There were side effects to the product;
 - (c) The product was being administered under a minor use permit;
 - (d) Use of the product as a vaccine was not permitted under the minor use permit.
 - (e) The Hendra vaccine compatibility studies with concurrent use of other veterinary products have not yet been performed.
 - (f) The effect of this product on pregnant mares or on horses intended for breeding is not known.
 - (g) Administration of the second HeV injection 18 days after initial HeV injection is against permit requirements.
77. Ms Jo Bromley accompanied by Dr David Frith administered a second dose to the applicant's horses on 20 August 2014.
78. Both horses were injected twice at the same site on the left side of the neck.
79. Primetime was an 11-year-old mare who was, prior to the HeV injection, fit and healthy according to the applicant. Primetime was a well educated camp drafting horse.
80. Ervines Jive was a five-year-old mare who was, prior to the HeV injection fit and healthy according to the applicant. Ervines Jive was quiet and easy to handle.
81. A blood sample was collected from each horse on 16 September 2014. The sample was sent to Zoetis who confirmed receipt on 18 September 2014.
82. On 21 August 2014 the applicant noted that neither Primetime or Ervines ate their previous nights' meal. The applicant further noted that both horses were suffering from runny stools.
83. Primetime was removed from the stable as she was too unwell to work.

84. Primetime suffered a localised Alopecia lump at the site of the injection and suffered pain, pale mucous membranes and stiffness and these symptoms persisted into September 2014.
85. Ervines Jive suffered an injection site reaction, Oedema, pain and Pyrexia and became depressed and touch sensitive after the administration of the HeV injection. She experienced swelling in her joints and over kidneys, pale or white gums, rapid breathing, weight loss, disorientation and was stiff in her movements. As a result of this, Ervines Jive required four months of veterinary care.
86. On 24 September 2014 the applicant met with Mr Richmond Nicholl regarding the use of the HeV injection and requested a full biochemistry blood test be done on each horse.
87. The applicant was required to continue to ride her horses between 25 September 2014 and 1 October 2014 in her employment notwithstanding they were unfit.
88. The applicant refused to have any further injections in her horses and her employment was terminated.
89. As a result of the effect of the injection on both Primetime and Ervines Jive lost significant value.

Registration

90. Alternatively and in addition, on 4 August 2015 the APVMA permitted the respondent to register the product.
91. The product was registered as “an aid in the prevention of disease caused by the Hendra virus
92. The respondent thereafter manufactured, marketed, promoted and provided the product for general use.
93. At all material time the respondent knew or ought to have known that under the Minor Use Permit the product had been marketed, promoted and used as:
 - a. Preventing the
 - i. Contracting;
 - ii. Infection;
 - iii. Viral shedding of Hendra by horses;
 - iv. Transmission of Hendra from horse to horse;
 - v. Transmission of Hendra from horse to humans;
 - b. Protecting humans from contracting the infection;
 - c. Suitable and appropriate for use in controlling an endemic or outbreak of Hendra in Queensland and New South Wales;
 - d. Being as close to 100% effective as a vaccine can be;

Section 18 of the Australian Consumer Law (ACL).

94. After registration and contrary to the terms of the registration the product continued to be used for the same purposes under the Minor Use Permits which were also in contravention of the terms of registration.
95. In supplying the product respondent was engaged in trade or commerce.
96. The respondent engaged in conduct that was misleading or deceptive or likely to mislead or deceive in that it:
- a. packaged and distributed the product without adequate warning as to the side effects; and
 - b. distributed product information without any warning or insufficient warning as to the side effects.
 - c. The respondent's failure to warn of the side effects misled and deceived:
 - i. veterinarians responsible for the supply, prescribing and administering the drug;
 - ii. the applicant and group members who purchased or permitted the drug to be administered to their horses.
97. Further in breach of the permits issued to it by the APVMA the respondent permitted and promoted the product to be used as a vaccine thereby misleading the users of the product that it was registered and suitable for that purpose and engaged in misleading conduct in failing to notify and inform veterinarians and horse owners that the continued use of the product in breach of registration restrictions and was not permitted.

Common issues of law and fact

98. The claims of the group members raise identical, similar or related issues of fact or law, namely:
- a) Does the product cause, exacerbate or contribute to an increased risk of having the side effects?
 - b) Was the respondent negligent and/or did they fail in their duty of safety and/or duty to warn/inform imposed upon them as developers, designers, researchers, manufacturers, testers, marketers, labellers, packagers, promoters, advertisers, distributors, and/or sellers of the product?

- c) Was the product developed, designed, manufactured, tested, marketed, labelled, packaged, promoted, advertised, distributed, and/or sold with defects that increased the risk of a horse to which it was administered having the side effects?
- d) Did the respondent fail to adequately conduct, supervise and/or monitor clinical trials for the product?
- e) Did the respondent fail to adequately and properly test the product before and/or after placing it on the market?
- f) Did the respondent know or should have known about the risks associated with the use of the product?
- g) Did the respondent knowingly, recklessly or negligently misrepresent to Class Members, APVMA, and/or veterinarians the risks of harm from the use of the product?
- h) Did the respondent knowingly fail to disclose and warn of the product defects?
- i) Did the respondent adequately and sufficiently warn the applicant and Class Members and/or the veterinarians of the Class Members about the risks associated with the use of the product?
- j) Should the product have been sold with more appropriate warnings?
- k) Did the respondent engage in false advertising when it represented, through advertisements, promotions and other representations, that the product was safe or omitted to disclose material facts regarding the products' safety?
- l) Should the respondent have given written notification to all vets of the restrictive use of the product after registration?
- m) If the responsibility of the respondent is established, what is the nature and the extent of damages and other remedies to which the applicant members of the Class can claim from the respondent?
- n) Are the applicant and members of the Class entitled to general damages and damages for economic loss?

THE APPLICANT AND GROUP MEMBERS CLAIM

1. Non economic loss
2. Damages to be assessed.
3. Interest.
4. Costs.

ATTACHMENT "A"

SIDE EFFECTS


1. Abdominal pain
2. abnormal breathing
3. Abortion
4. Adipsia
5. Aggression
6. Agitation
7. Allergy
8. Alopecia (general)
9. Alopecia (localised)
10. Anaphylaxis
11. Anorexia
12. Anuria
13. Ataxia
14. Atrophy
15. Azoturia
16. Behavioural change
17. Bradycardia
18. Coat colour change
19. Coat discoloration
20. Colic
21. Colitis
22. Confusion

- 23. Conjunctivitis
- 24. Constipation
- 25. Coughing
- 26. Death
- 27. Depression
- 28. Dermatitis
- 29. Diarrhoea
- 30. Disorientation
- 31. Distress
- 32. Dyspnoea
- 33. Eczema
- 34. Epistaxis
- 35. Facial oedema
- 36. Fasciculation
- 37. Haematoma
- 38. Hepatopathy
- 39. Hives
- 40. Hyperactivity
- 41. Hyperaesthesia
- 42. Hypersalivation
- 43. Hypersensitive to stimuli
- 44. Hypersensitivity reaction
- 45. Incoordination
- 46. Inflammation
- 47. Injection site reaction

- 48. Lamé
- 49. Laminitis
- 50. Laryngitis
- 51. Lesions
- 52. Lethargy
- 53. Listless
- 54. Lump (local)
- 55. Lymphadenitis
- 56. Lymphadenopathy
- 57. Malaise
- 58. Muscle stiffness
- 59. Nasal discharge
- 60. Oedema
- 61. Pain
- 62. Pale mucous membranes
- 63. Panting
- 64. Paresis
- 65. Periorbital swelling
- 66. Polydipsia
- 67. Polymyositis
- 68. Preputial swelling
- 69. Pruritis
- 70. Pyrexia
- 71. Rash
- 72. Recumbency

- 73. Respiratory problems
- 74. Restlessness
- 75. Scrotitis
- 76. Shaking
- 77. Site reaction (swelling)
- 78. Stiffness
- 79. Stranguria
- 80. Sweating
- 81. Tachycardia
- 82. Tachypnoea
- 83. Tremor
- 84. Urticaria
- 85. Walking (difficult)
- 86. Weakness
- 87. Weight loss
- 88. Welts

Date: 15 March 2018


Signed by Matthew Berenger
Solicitor on behalf of the Applicant

This pleading was prepared by Matthew Berenger, lawyer

Certificate of lawyer

I Matthew Berenger certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 15 March 2018


Signed by Matthew Berenger
Lawyer for the Applicant