

SUPREME COURT OF ALABAMA

Brooks v. Outlaw (In re Integra Lifesciences Corp.)

271 So. 3d 814 (Ala. 2018) · Decided August 24, 2018

SUMMARY

The Alabama Supreme Court reviewed a petition for a writ of mandamus concerning whether claims against Integra relating to surgical mesh were barred by the statute of limitations and whether an amended complaint naming Integra related back under Alabama Rules of Civil Procedure 9(h) and 15(c)(4). The Court held that Brooks failed to exercise due diligence in identifying Integra before the limitations period expired, so relation back was unavailable and summary judgment was warranted on the AEMLD claim. The Court denied relief as to the breach-of-warranty claim because Integra had not established that the claim was time-barred under the generally applicable four-year limitations period.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Main, Justice; Stuart, C.J.; Bolin, J.; Parker, J.; Shaw, J.; Wise, J.; Bryan, J.; Sellers, J.; Mendheim, J.
JURISDICTION	Alabama
DECIDED	August 24, 2018
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Integra petitioned the Supreme Court of Alabama for a writ of mandamus directing the Mobile Circuit Court to grant Integra's motion for summary judgment. The petition challenged the trial court's denial of summary judgment on statute-of-limitations and relation-back grounds.
STANDARD OF REVIEW	Mandamus requires a clear legal right to the requested order, an imperative duty accompanied by refusal to perform, lack of another adequate remedy, and properly invoked jurisdiction. Although mandamus generally does not review the merits of an order denying summary judgment, it is appropriate in the narrow class of fictitious-party and relation-back cases involving a statute-of-limitations defense.
PRECEDENTIAL VALUE	Published Alabama Supreme Court opinion; precedential
PARTIES	Integra LifeSciences Corporation v. Tawni Brooks, Bobby Brooks

TOPICS

statute of limitations

summary judgment

appellate procedure

products liability

breach of contract

PRACTICE AREAS

civil procedure

products liability

contracts

appellate procedure

QUESTIONS PRESENTED

1. Whether Brooks's AEMLD claim against Integra was barred by the two-year statute of limitations because her amendment substituting Integra for a fictitious defendant did not relate back under Rules 9(h) and 15(c)(4), Ala. R. Civ. P.
2. Whether Brooks exercised the due diligence required for relation back when the medical records in her possession identified the trademarked product name SurgiMend and an Internet inquiry could have revealed Integra's identity.
3. Whether Integra established a statute-of-limitations basis for summary judgment on Brooks's breach-of-warranty claim.

HOLDINGS

1. Brooks's amendment substituting Integra for a fictitious defendant did not relate back to the original complaint because she possessed medical records identifying the SurgiMend product and failed to exercise due diligence to discover its manufacturer before filing suit and before the limitations period expired. Her AEMLD claim was therefore barred by the two-year statute of limitations.
2. The absence of prejudice to Integra could not make the amendment relate back because prejudice is considered only after the requirements for relation back, including due diligence, have otherwise been satisfied.
3. Integra did not establish a clear legal right to summary judgment on Brooks's breach-of-warranty claim because that claim is distinct from an AEMLD claim and is generally subject to a four-year statute of limitations, within which Brooks asserted the claim.

KEY QUOTATIONS

"Surely reasonable diligence on the part of a plaintiff interested in discovering what type of mesh was used in her surgery called for inquiry as to what exactly SurgiMend was." (819)

"This Court has stated that 'a party is responsible for knowing the contents of medical records in its possession.'" (820)

"However, prejudice becomes a consideration only when an amendment would otherwise relate back to the time of filing; lack of prejudice to the non-amending party will not make an otherwise improper relation back proper, where due diligence by the amending party is lacking." (820)

"A breach-of-warranty claim, however, is 'separate and distinct from an AEMLD claim.'" (821)

FACTUAL BACKGROUND

Tawni Brooks underwent double mastectomy and breast-reconstruction surgery on May 19, 2014, and later experienced complications associated with surgical mesh implanted during the procedure. Medical records in her possession before filing suit identified the mesh product as SurgiMend, but she did not investigate the product's manufacturer before filing or for nearly a year afterward. She eventually substituted Integra, the manufacturer of SurgiMend, for a fictitious defendant after counsel for other defendants provided a record identifying the product and manufacturer.

PROCEDURAL HISTORY

Brooks initially sued a physician and fictitiously named defendants after complications from breast reconstruction surgery. She later substituted Johnson & Johnson and Ethicon, then dismissed those defendants and substituted Integra and Atrium after learning that the surgical mesh had been manufactured by other companies. The Mobile Circuit Court denied Integra's motion for summary judgment. The Supreme Court of Alabama granted mandamus relief as to Brooks's AEMLD claim but denied relief as to her breach-of-warranty claim.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The Mobile Circuit Court was directed to enter summary judgment in favor of Integra on Brooks's AEMLD claim. The petition was denied as to the breach-of-warranty claim.

CASES CITED

- Ex parte Mobile Infirmary Ass'n, 74 So. 3d 424, 427-431 (Ala. 2011)
- Ex parte Jackson, 780 So. 2d 681, 684 (Ala. 2000)
- Ex parte Chemical Lime of Ala., Inc., 916 So. 2d 594, 597 (Ala. 2005)
- Fulmer v. Clark Equip. Co., 654 So. 2d 45, 46 (Ala. 1995)
- McWilliams v. Union Pacific Res. Co., 569 So. 2d 702, 703-704 (Ala. 1990)
- Ex parte General Motors of Canada Ltd., 144 So. 3d 236, 239 (Ala. 2013)
- Harmon v. Blackwood, 623 So. 2d 726, 727 (Ala. 1993)
- Marsh v. Wenzel, 732 So. 2d 985 (Ala. 1998)
- Davis v. Mims, 510 So. 2d 227, 229 (Ala. 1987)
- Crawford v. Sundback, 678 So. 2d 1057, 1060 (Ala. 1996)
- Crowl v. Kayo Oil Co., 848 So. 2d 930, 940 (Ala. 2002)
- Ex parte Ismail, 78 So. 3d 399 (Ala. 2011)
- Ex parte Snow, 764 So. 2d 531, 537 (Ala. 1999)
- Ex parte Nicholson Mfg. Ltd., 182 So. 3d 510, 513-514 (Ala. 2015)

- Ex parte Hensel Phelps Constr. Co., 7 So. 3d 999, 1003 (Ala. 2008)
- Spain v. Brown & Williamson Tobacco Corp., 872 So. 2d 101, 111 (Ala. 2003)
- Vesta Fire Ins. Corp. v. Milam & Co. Constr., Inc., 901 So. 2d 84, 103 (Ala. 2004)
- Mobile Infirmary v. Delchamps, 642 So. 2d 954, 957 n.2 (Ala. 1994)
- Clay v. Walden Joint Venture, 611 So. 2d 254, 256 (Ala. 1992)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/alabama-supreme-court-of-alabama/2018/brooks-v-outlaw-in-re-integrations-lifesciences-corp-g0r5d06i>