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ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

FEB 20 2014

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8 *Attorneys for Plaintiffs*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF LOS ANGELES

11 JOSEPH W. GILBERT, a single
12 individual; LINDA DOWNING, a single
13 individual; JOYCE M. McQUEEN, a single
14 individual; WILLIAM K. STACY, a single
15 individual; DOLORES L. WALTERS, a
16 single individual; DOROTHY J.
17 WHITLOCK, a single individual; KATHY
18 M. TOMBERLIN and STEVE
19 TOMBERLIN, wife and husband;
20 KRISHRAM GOBERDHAN and
21 DHANDAI GOBERDHAN, wife and
22 husband; and NICOLAS MARQUEZ and
23 SANDRA MARQUEZ, husband and wife,

CASE NO.: BC536980

COMPLAINT FOR DAMAGES
AND
DEMAND FOR JURY TRIAL

- (1) Strict Liability
- (2) Negligence
- (3) Breach of Express Warranty
- (4) Breach of Implied Warranty
- (5) Fraud
- (6) Fraudulent Concealment
- (7) Loss of Consortium

Plaintiffs,

vs.

BY FAX

ASTRAZENECA PHARMACEUTICALS
LP; ASTRAZENECA, LP; MCKESSON
CORPORATION, and DOES 1-50,

Defendants.

For their Complaint against the Defendants, Plaintiffs allege:

PARTIES AND JURISDICTION

1. Plaintiff JOSEPH W. GILBERT is and at all relevant times a citizen and resident of the State of California. Plaintiff JOSEPH W. GILBERT brings this action for personal injuries

1 sustained by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result
2 of being prescribed and ingesting CRESTOR®, Plaintiff JOSEPH W. GILBERT was diagnosed
3 with Diabetes Mellitus Type II.

4 2. Plaintiff LINDA DOWNING is and at all relevant times a citizen and resident of the
5 State of Montana. Plaintiff LINDA DOWNING brings this action for personal injuries sustained
6 by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
7 prescribed and ingesting CRESTOR®, Plaintiff LINDA DOWNING was diagnosed with
8 Diabetes Mellitus Type II.
9

10 3. Plaintiff JOYCE M. McQUEEN is and at all relevant times a citizen and resident of the
11 State of North Carolina. Plaintiff JOYCE M. McQUEEN brings this action for personal injuries
12 sustained by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result
13 of being prescribed and ingesting CRESTOR®, Plaintiff JOYCE M. McQUEEN was diagnosed
14 with Diabetes Mellitus Type II.
15

16 4. Plaintiff WILLIAM K. STACY is and at all relevant times a citizen and resident of the
17 State of Colorado. Plaintiff WILLIAM K. STACY brings this action for personal injuries
18 sustained by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result
19 of being prescribed and ingesting CRESTOR®, Plaintiff WILLIAM K. STACY was diagnosed
20 with Diabetes Mellitus Type II.
21

22 5. Plaintiff DOLORES L. WALTERS is and at all relevant times a citizen and resident of
23 the State of Florida. Plaintiff DOLORES L. WALTERS brings this action for personal injuries
24 sustained by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result
25 of being prescribed and ingesting CRESTOR®, Plaintiff DOLORES L. WALTERS was
26 diagnosed with Diabetes Mellitus Type II.
27
28

1 6. Plaintiff DOROTHY J. WHITLOCK is and at all relevant times a citizen and resident of
2 the State of Florida. Plaintiff DOROTHY J. WHITLOCK brings this action for personal injuries
3 sustained by the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result
4 of being prescribed and ingesting CRESTOR®, Plaintiff DOROTHY J. WHITLOCK was
5 diagnosed with Diabetes Mellitus Type II.

6
7 7. Plaintiffs KATHY M. TOMBERLIN and STEVE TOMBERLIN, wife and husband and
8 at all relevant times citizens and residents of the State of North Carolina. Plaintiff KATHY M.
9 TOMBERLIN brings this action for personal injuries sustained by the use of CRESTOR®
10 (rosuvastatin calcium), and as a direct and proximate result of being prescribed and ingesting
11 CRESTOR®, Plaintiff KATHY M. TOMBERLIN was diagnosed with Diabetes Mellitus Type
12 II.
13

14 8. Plaintiffs KRISHRAM GOBERDHAN and DHANDAI GOBERDHAN, wife and
15 husband and at all relevant times citizens and residents of the State of Florida. Plaintiff
16 KRISHRAM GOBERDHAN brings this action for personal injuries sustained by the use of
17 CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being prescribed and
18 ingesting CRESTOR®, Plaintiff KRISHRAM GOBERDHAN was diagnosed with Diabetes
19 Mellitus Type II.
20

21 9. Plaintiffs NICOLAS MARQUEZ and SANDRA MARQUEZ, husband and wife and at
22 all relevant times citizens and residents of the State of California. Plaintiff NICOLAS
23 MARQUEZ brings this action for personal injuries sustained by the use of CRESTOR®
24 (rosuvastatin calcium), and as a direct and proximate result of being prescribed and ingesting
25 CRESTOR®, Plaintiff NICOLAS MARQUEZ was diagnosed with Diabetes Mellitus Type II.
26

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1 10. The Defendants are ASTRAZENECA LP, ASTRAZENECA PHARMACEUTICALS
2 LP, who is the general partner of AstraZeneca LP, ASTRAZENECA LP, who is the general
3 partner of AstraZeneca Pharmaceuticals LP, and ASTRAZENECA PLC, (hereafter collectively
4 referred to as "ASTRAZENECA") are corporations or business entities, domiciled in the State of
5 Delaware, with their principal place of business in Wilmington, Delaware.
6

7 11. At all relevant times, Defendant ASTRAZENECA transacted business in the States of
8 California, North Carolina, Florida, Colorado and Montana and derived substantial income from
9 doing business in those states.

10 12. Defendant MCKESSON CORPORATION was and is a corporation organized and
11 existing under the laws of the State of Delaware, with its principal place of business at One Post
12 Street, San Francisco, California 94104. MCKESSON CORPORATION touts itself as, among
13 other things: (1) the largest pharmaceutical distributor in North America distributing one-third of
14 the medications used daily in North America, (2) the nation's leading health care information
15 technology company, and (3) a provider of "decision support" software to help physicians
16 determine the best possible clinical diagnosis and treatment plans for patients.
17
18

19 13. At all relevant times, Defendant MCKESSON CORPORATION conducted regular and
20 sustained business in California, North Carolina, Florida, Colorado and Montana by selling and
21 distributing its products and services in California, North Carolina, Florida, Colorado and
22 Montana and engaged in substantial commerce and business activities in all counties in
23 California.
24

25 14. The true names or capacities, whether individual, corporate, or otherwise, of Defendants
26 Does 1-50, are unknown to Plaintiffs who therefore sue said Defendants by such fictitious
27 names. Plaintiffs believe and allege that each of the Defendants designated herein by fictitious
28

1 names is in some manner legally responsible for the events and happenings herein referred to and
2 proximately caused foreseeable damages to Plaintiffs as alleged herein.

3 15. All Defendants are authorized to do business in California, North Carolina, Florida,
4 Colorado and Montana and derive substantial income from doing business in those states.

5 16. As used herein, "Defendants" includes all named Defendants as well as Does 1-50.

6 17. Upon information and belief, Defendants did act together to design, sell, advertise,
7 manufacture and/or distribute CRESTOR®, with full knowledge of its dangerous and defective
8 nature.
9

10 18. This court has personal jurisdiction over the Defendants named herein because said
11 Defendants have sufficient minimum contacts with the forum state upon which to predicate
12 personal jurisdiction.
13

14 **GENERAL ALLEGATIONS**

15 19. This is a civil action brought on behalf of Plaintiffs regarding damages which were
16 proximately caused by the ingestions of CRESTOR® by Plaintiffs. Those individuals are
17 collectively referred to herein as "Plaintiff or "Plaintiffs" as the context indicates.
18

19 20. The State of California has a substantial interest in assuring that the acts of these
20 Defendants who have been given the privilege of doing business in its borders act in conformity
21 with all laws applicable to the acts as set forth in this Complaint.
22

23 21. At all times relevant herein, Defendants were in the business of designing, testing,
24 manufacturing, labeling, advertising, marketing, testing, promoting, selling and distributing
25 pharmaceuticals, including CRESTOR®, and other products for use by the mainstream public,
26 including Plaintiffs.
27

28 //

1 22. CRESTOR® was designed, manufactured, marketed, distributed and sold to the
2 Plaintiffs by one or more Defendants, and more specifically, upon information and belief,
3 Defendant McKesson did distribute the CRESTOR® Plaintiffs ingested, which gives rise to the
4 causes of action and the injuries sustained as a direct and proximate result of such ingestion.

5 23. The US Food and Drug Administration (FDA) approved CRESTOR® as a cholesterol
6 lowering drug in August 2003. In 2010, the FDA approved CRESTOR® to be prescribed to
7 "healthy" individuals, or those patients who do not have elevated cholesterol. Recent news has
8 come to light that casts a shadow on the safety of using CRESTOR® and the early results of
9 studies designed to come to a conclusion regarding the risks that result from using this pill are
10 not encouraging. Generally, CRESTOR® has been linked to such serious side effects as
11 cardiomyopathy, myocardial infarctions, heart muscle deterioration, sudden cardiac death,
12 rhabdomyolysis (muscle deterioration), kidney damage, and diabetes.

13 24. Defendants did business in the State of California; made contracts to be performed in
14 whole or in part in California and/or manufactured, tested, sold, offered for sale, supplied or
15 placed in the stream of commerce, or in the course of business materially participated with others
16 in so doing, CRESTOR®, which Defendants knew to be defective, unreasonably dangerous and
17 hazardous, and which Defendants knew would be substantially certain to cause injury to persons
18 within the State of California thereby negligently and intentionally causing injury to persons
19 within California, and as described herein, committed and continues to commit tortious and other
20 unlawful acts in the State of California.

21 25. Defendants sold or aided and abetted in the sale of CRESTOR® which was and is
22 defective and unreasonably dangerous. At all pertinent times, Defendants knew, or should have
23 known, that CRESTOR® was and is hazardous to human health.
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1 26. Defendants, through its funding and control of certain studies concerning the effects of
2 CRESTOR® on human health, their control over trade publications, promoting, marketing,
3 and/or through other agreements, understandings and joint undertakings and enterprises,
4 conspired with, cooperated with and/or assisted in the wrongful suppression, active concealment
5 and/or misrepresentation of the true relationship between CRESTOR® and various diseases, all
6 to the detriment of the public health, safety and welfare and thereby causing harm to the State.

7
8 27. Specifically, and in addition to the allegations above, Defendants knew of the hazards
9 associated with CRESTOR®; affirmatively and actively concealed information which clearly
10 demonstrated the dangers of CRESTOR® and affirmatively misled the public and prescribing
11 physicians with regard to the material and clear risks of CRESTOR® with the intent that
12 prescribing physicians would continue to prescribe CRESTOR®. Defendants well knew that
13 prescribing physicians would not be in a position to know the true risks of CRESTOR® and
14 Defendants knew that prescribing physicians would rely upon the misleading information that
15 they promulgated.
16

17
18 28. At all pertinent times, Defendants purposefully and intentionally engaged in these
19 activities, and continues to do so, knowing full well that when the general public, including
20 Plaintiffs, use CRESTOR® as Defendants intended, that Plaintiffs would be substantially certain
21 to suffer disease, injury and sickness.

22
23 29. The statements, representations and promotional schemes publicized by Defendants were
24 deceptive, false, incomplete, misleading and untrue. Defendants knew, or should have known,
25 that its statements, representations and advertisements were deceptive, false, incomplete,
26 misleading and untrue at the time of making such statements. Defendants had an economic
27 interest in making such statements. Neither the Plaintiffs nor the physicians who prescribed
28

1 CRESTOR® to them had knowledge of the falsity or untruth of Defendants' statements,
2 representations and advertisements when prescriptions for CRESTOR® were written. Moreover,
3 Plaintiffs and Plaintiffs' physicians had a right to rely on Defendants' statements, representations
4 and advertisements. Each of the statements, representations and advertisements were material to
5 the Plaintiffs' purchase of CRESTOR® in that the Plaintiffs would not have purchased
6 CRESTOR® if Plaintiffs had known that Defendants' statements, representations and
7 advertisements were deceptive, false, incomplete, misleading and untrue. These acts were
8 designed to and did in fact allow Defendants to earn substantial income from the sale of
9 CRESTOR®.
10

11 30. Plaintiffs had a right to rely upon the representations of Defendants and were directly
12 and proximately injured by such reliance, all as described above.
13

14 31. Had Plaintiffs been adequately warned of the increased risk of injuries and life
15 threatening side effects, he/she would have chosen to request other prescription medications and
16 avoided CRESTOR's injuries and potential life threatening side effects.
17

18 32. Plaintiffs were prescribed CRESTOR® by physicians authorized to prescribe
19 CRESTOR®, ingested CRESTOR® as prescribed, and as a result suffered damages and injury.
20

21 33. Defendants negligently, recklessly and wantonly failed to warn Plaintiffs, Plaintiffs'
22 physicians and the general public, of the risks associated with taking CRESTOR®. Defendants
23 failed to do so even after various studies, including their own, showed that there were problems
24 concerning the risks of cardiomyopathy, myocardial infarctions, sudden cardiac death,
25 rhabdomyolysis (muscle deterioration), kidney damage, and diabetes associated with
26 CRESTOR®.
27

28 //

1 34. Defendants endeavored to deceive Plaintiffs, and the general public, by not disclosing
2 the findings of the various studies, including its own that revealed problems concerning the
3 dangers of CRESTOR®.

4 35. Further, Defendants did not provide warnings and instructions that would have put
5 Plaintiffs and Plaintiffs' physicians, and the general public, on notice of the dangers and adverse
6 effects caused by CRESTOR®.

7
8 36. Defendants designed, manufactured, distributed, sold and/or supplied CRESTOR® and
9 placed CRESTOR® into the stream of commerce in a defective and unreasonably dangerous
10 condition, taking into consideration the utility of the drug and the risk to Plaintiffs and the
11 general public.

12
13 37. CRESTOR® as designed, manufactured, distributed, sold and/or supplied by Defendants
14 was defective as marketed due to inadequate warnings, instructions and/or labeling.

15 38. CRESTOR® as designed, manufactured, distributed, sold and/or supplied by Defendants
16 was defective due to inadequate testing before and after Defendants' knowledge of the various
17 studies, including their own, evidencing the rightful concerns over the risks of diabetes and
18 diabetes-related injuries associated with CRESTOR®.

19
20 39. CRESTOR® has also been linked to such serious side effects as cardiomyopathy,
21 myocardial infarctions, sudden cardiac death, rhabdomyolysis (muscle deterioration), kidney
22 damage, and diabetes.

23
24 40. On February 28, 2012, the FDA announced safety changes in labeling for some
25 cholesterol-lowering drugs, including CRESTOR®. Specifically on February 28, 2012, the FDA
26 announced that the use of statins was associated with an increased risk of blood sugar levels and
27 of being diagnosed with Diabetes Mellitus Type II.
28

1 41. The nature of the Plaintiffs' injuries and their relationship to CRESTOR® use were
2 inherently undiscoverable; and, consequently, the discovery rule should be applied to toll the
3 running of the statute of limitations until Plaintiffs knew or through the exercise of reasonable
4 care and diligence should have known of the existence of their claims against Defendants.

5 Plaintiffs did not discover, and through the exercise of reasonable care and due diligence, could
6 not have discovered, their injuries earlier.

7
8 42. Further, Plaintiffs did not have knowledge of facts that would lead a reasonable, prudent
9 person to make inquiry to discover Defendants' tortious conduct. Under appropriate application
10 of the discovery rule, Plaintiffs' suit was filed well within the applicable statutory limitations
11 period.

12
13 43. Defendants are estopped from asserting a statute of limitations defense because they
14 fraudulently concealed from Plaintiffs the nature of Plaintiffs' injuries and the connection
15 between the injury and CRESTOR®.

16 44. Defendants have over promoted CRESTOR®, thus eliminating a defense of learned
17 intermediary.

18
19 45. CRESTOR® fails to meet reasonable consumer expectations, thus eliminating the
20 defense of learned intermediary.

21 46. Defendants failed to properly disclose to the FDA and the public, information necessary
22 to allow an informed decision to be made with regard to the contents of the label and/or the
23 approved uses of CRESTOR®.

24
25 47. For each Count hereinafter alleged and averred, the above and following Paragraphs
26 should be considered realleged as if fully rewritten.

27 //

28

FIRST CAUSE OF ACTION

[Strict Liability]

1
2
3 48. Defendants defectively designed and manufactured CRESTOR®, which was marketed to
4 physicians and the general public, including Plaintiffs

5 49. Plaintiffs ingested CRESTOR® for the treatment and control of high cholesterol, which
6 was the foreseeable and intended use of CRESTOR®.
7

8 50. CRESTOR® failed to perform as safely as an ordinary consumer would expect, as the
9 use of CRESTOR® was associated with an increased risk of severe, physical injury, or death,
10 resulting from rhabdomyolysis, diabetes, myocardial infarctions or renal failure.

11 51. The design of CRESTOR® was defective in that the risks associated with using
12 CRESTOR® outweighed any benefits of the design. Any benefits associated with the use of
13 CRESTOR® were relatively minor and could have been obtained by the use of other, alternative
14 treatments and products that could equally or more effectively reach similar results.
15

16 52. The defect in design existed when the product left Defendants' possession.
17

18 53. At the time CRESTOR® left the control of Defendants, Defendants knew or should have
19 known of the risks associated with ingesting CRESTOR®.

20 54. At all times material hereto, Defendants failed to provide Plaintiffs the warnings or
21 instructions a manufacturer exercising reasonable care would have provided concerning the risk
22 which ultimately caused Plaintiffs' injury.
23

24 55. At all times material hereto, Defendants failed to provide post-marketing warnings or
25 instructions to Plaintiffs or Plaintiffs' physicians sufficient to convey the true risks associated
26 with the use of CRESTOR®.
27

28 //

1 56. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs were injured
2 as described above.

3 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
4 compensatory and punitive damages as a jury deems reasonable, plus costs.

5 **SECOND CAUSE OF ACTION**

6 **[Negligence]**

7
8 57. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

9 58. Defendants had a duty to exercise reasonable care in designing, developing, testing,
10 manufacturing, packaging, labeling, marketing, advertising, selling and/or distributing
11 CRESTOR®.

12
13 59. Defendants failed to exercise ordinary care in designing, developing, testing,
14 manufacturing, packaging, labeling, marketing, advertising, selling, and/or distributing of
15 CRESTOR®.

16
17 60. Defendants knew or should have known that CRESTOR® created an unreasonable risk
18 of bodily harm.

19 61. Despite the fact Defendants knew or should have known that CRESTOR® caused
20 unreasonable, dangerous side effects which many users would be unable to remedy by any
21 means, they continued to market CRESTOR® to physicians, including Plaintiffs' physicians, and
22 consumers, including Plaintiffs, when there were safer alternative methods of treatment.

23
24 62. Defendants knew or should have known that consumers such as Plaintiffs would suffer
25 injury or death as a result of Defendants' failure to exercise ordinary care as described above.

26 63. As a direct and proximate result of Defendants' negligence and wrongful conduct,
27 Plaintiffs were injured as described above.
28

1 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
2 compensatory and punitive damages as a jury deems reasonable, plus costs.

3 **THIRD CAUSE OF ACTION**

4 **[Breach of Express Warranty]**

5 64. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

6
7 65. Before Plaintiffs were first prescribed CRESTOR® and during the period in which
8 he/she used CRESTOR®, Defendants expressly warranted that CRESTOR® was safe.

9 66. CRESTOR® did not conform to these express representations because CRESTOR®
10 was not safe and had an increased risk of serious side effects, including rhabdomyolysis,
11 myocardial infarctions, renal failure, and diabetes, whether taken individually or in conjunction
12 with other therapies.

13
14 67. As a direct and proximate result of this wrongful conduct, Plaintiffs were injured as
15 described above.

16 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
17 compensatory and punitive damages as a jury deems reasonable, plus costs.

18 **FOURTH CAUSE OF ACTION**

19 **[Breach of Implied Warranty]**

20
21 68. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

22 69. At the time Defendants packaged, labeled, promoted, marketed, advertised, sold, and/or
23 distributed CRESTOR® for use by Plaintiff, they knew of the use for which CRESTOR® was
24 intended and impliedly warranted the product to be of merchantable quality and safe and fit for
25 such use.

26 //

1 70. Plaintiffs reasonably relied upon the skill and judgment of Defendants as to whether
2 CRESTOR® was of merchantable quality and safe and fit for its intended use.

3 71. Contrary to such implied warranty, CRESTOR® was not of merchantable quality or safe
4 or fit for its intended use, because the product was and is unreasonably dangerous and unfit for
5 the ordinary purpose for which it was used as described above.

6
7 72. As a direct and proximate result of the Defendants' wrongful conduct, Plaintiffs were
8 injured as described above.

9 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
10 compensatory and punitive damages as a jury deems reasonable, plus costs.

11 **FIFTH CAUSE OF ACTION**

12 **[Fraud]**

13
14 73. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

15 74. Before Plaintiffs were prescribed CRESTOR® and during the period in which he/she
16 took CRESTOR®, Defendants made false representations regarding the safety and efficacy of
17 CRESTOR®. Defendants knew that its representations regarding the safety of CRESTOR® were
18 false.
19

20 75. Defendants' representations regarding the safety and efficacy of CRESTOR® were made
21 with the intent of misleading Plaintiffs and Plaintiffs' physicians in relying upon those
22 representations, and Plaintiffs and Plaintiffs' physicians were justified in relying, and did in fact
23 rely, upon such misrepresentations.
24

25 76. Defendants' misrepresentations regarding the safety and efficacy of CRESTOR® were
26 material. Plaintiffs would not have ingested CRESTOR® for treatment and control of high
27 cholesterol had he/she been made aware of the true risks associated with using CRESTOR®.
28

1 including but not limited to rhabdomyolysis, myocardial infarctions, renal failure, diabetes, and
2 death.

3 77. As a direct and proximate result of Defendants' misrepresentations, Plaintiffs were
4 injured as described above.

5 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
6 compensatory and punitive damages as a jury deems reasonable, plus costs.
7

8 **SIXTH CAUSE OF ACTION**

9 **[Fraudulent Concealment]**

10 78. Plaintiffs reallege all allegations of the Complaint as if set out here in full.

11 79. Before Plaintiffs were prescribed CRESTOR® and during the period in which he/she
12 took CRESTOR®, Defendants concealed material facts regarding the safety and efficacy of
13 CRESTOR®, more specifically, that CRESTOR® caused rhabdomyolysis, myocardial
14 infarctions, renal failure, diabetes, and death. Defendant had a duty to disclose this information
15 to prescribing physicians and the general public, including Plaintiffs.
16

17 80. Defendants' concealment of material information regarding CRESTOR® was done with
18 the intent to mislead Plaintiffs and Plaintiffs' physicians, and Plaintiffs and Plaintiffs' physicians
19 were justified in reliance on Defendants' concealment.
20

21 81. As a direct and proximate result of Defendants' concealment of material facts, Plaintiffs
22 were injured as described above.

23 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of
24 compensatory and punitive damages as a jury deems reasonable, plus costs.
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SEVENTH CAUSE OF ACTION

[Loss of Consortium]

82. Plaintiffs reallege each and every allegation of this Complaint in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

83. Plaintiffs' spouses are entitled to the comfort, enjoyment, society and services of their spouses.

84. As a direct and proximate result of the foregoing, Plaintiffs spouses were deprived of the comfort and enjoyment of the services and society, and have suffered and will continue to suffer economic loss, and have otherwise been emotionally and economically injured. Plaintiffs' injuries and damages are permanent and will continue into the future. Plaintiffs seek actual and punitive damages from the Defendants as alleged herein.

85. For the reasons set forth herein, Plaintiffs' spouses will continue to suffer the loss of loved one's support, companionship, services, society, love and affection.

WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable, plus costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against the Defendants as follows:

1. For general (non-economic) damages according to proof at the time of trial;
2. For special (economic) damages according to proof at the time of trial;
3. For prejudgment interest as permitted by law;
4. For cost of suit incurred herein as permitted by law;

5. For such other and further relief as this Court may deem proper.

Dated: February 20, 2014

Respectfully submitted,

CAPRETZ & ASSOCIATES

By 

James T. Capretz

Don K. Ledgard

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Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: February 20, 2014

Respectfully submitted,

CAPRETZ & ASSOCIATES

By 

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Attorneys for Plaintiffs

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

**ASTRAZENECA PHARMACEUTICALS LP; ASTRAZENECA, LP;
MCKESSON CORPORATION, and DOES 1-50**

FEB 20 2014

Sherrri R. Carter, Executive Officer/Clerk
By: Amber Hayes, Deputy

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**JOSEPH W. GILBERT, a single individual; LINDA DOWNING, a
single individual; JOYCE M. McQUEEN, a single individual; (con't)**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte pueda decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no pueda pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, pueda llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Los Angeles Superior Court**
111 North Hill Street, Los Angeles, CA 90012.

CASE NUMBER:
(Número del Caso): **BC536980**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: **SHERRI R. CARTER** Clerk, by **Amber Hayes**, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)
FEB 20 2014

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

**ASTRAZENECA PHARMACEUTICALS LP; ASTRAZENECA, LP;
MCKESSON CORPORATION; and DOES 1-50**

FEB 20 2014

Sherril R. Carter, Executive Officer/Clerk
By: Amber Hayes, Deputy

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**JOSEPH W. GILBERT, a single individual; LINDA DOWNING, a
single individual; JOYCE M. McQUEEN, a single individual; (cont)**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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