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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 04 2013

John A. Clarke, Executive Officer/Clerk
BY *[Signature]* Deputy
Ishaylia Chambers

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Attorneys for Plaintiffs

D20 Kevin C. Brazile

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BC502049

Gloria Herrera, a single individual; Verlez
Ward, a single individual; Aaron Ardoin,
a single individual; Ramona Bodden, a
single individual; Joan Byerley, a single
individual; Patricia Doyle, a single
individual; Dorothy Jackson, a single
individual; John Melvin, a single
individual; Kent P. Molnau, a single
individual; Nancy Pendleton, a single
individual; Cheryl A. Petry, a single
individual; Robert L. Wilson, a single
individual;

Plaintiffs,
vs.

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

Case No.:

**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

CIT/CASE: PC502049
LEA/DEF#:
RECEIPT #: CH539179023
DATE: 03/04/13
PAGE: 1
AMOUNT: \$435.00
RECEIVED:
CARD:
CHECK:
CASH:
CHARGE:
BY FAX
EX. P - P. 0002

1
2 **Defendants.**

3 For their Complaint against the defendants, Plaintiffs allege:

4 **PARTIES AND JURISDICTION**

5
6 1. Plaintiff **Gloria Herrera** is and at all relevant times a citizen and resident of the state of
7 California. Plaintiff **Gloria Herrera** brings this action for personal injuries sustained by the use
8 of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being prescribed
9 and ingesting Crestor, Plaintiff **Gloria Herrera** was diagnosed with Diabetes Mellitus Type II

10 2. Plaintiff **Verlez Ward** is and at all relevant times a citizen and resident of the State of
11 Georgia. Plaintiff **Verlez Ward** brings this action for personal injuries sustained by the use of
12 CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being prescribed
13 and ingesting Crestor, Plaintiff **Verlez Ward** was diagnosed with necrotizing myopathy

14
15 3. Plaintiff **Aaron Ardoin** is and at all relevant times a citizen and resident of the State of
16 Texas. Plaintiff **Aaron Ardoin** 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
18 and ingesting Crestor, Plaintiff **Aaron Ardoin** was diagnosed with Diabetes Mellitus Type II.

19
20 4. Plaintiff **Ramona Bodden** is and at all relevant times a citizen and resident of the State
21 of Texas. Plaintiff **Ramona Bodden** brings this action for personal injuries sustained by the
22 use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
23 prescribed and ingesting Crestor, Plaintiff **Ramona Bodden** was diagnosed with Diabetes
24 Mellitus Type II.

25 5. Plaintiff **Joan Byerley** is and at all relevant times a citizen and resident of the State of
26 Arkansas. Plaintiff **Joan Byerley** brings this action for personal injuries sustained by the use of
27 CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being prescribed
28

1 and ingesting Crestor, Plaintiff **Joan Byerley** was diagnosed with Diabetes Mellitus Type II.

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

7 7. Plaintiff **Dorothy Jackson** is and at all relevant times a citizen and resident of the State
8 of Arkansas. Plaintiff **Dorothy Jackson** brings this action for personal injuries sustained by
9 the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
10 prescribed and ingesting Crestor, Plaintiff **Dorothy Jackson** was diagnosed with Diabetes
11 Mellitus Type II
12

13 8. Plaintiff **John Melvin** is and at all relevant times a citizen and resident of the State of
14 North Carolina. Plaintiff **John Melvin** brings this action for personal injuries sustained by the
15 use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
16 prescribed and ingesting Crestor, Plaintiff **John Melvin** was diagnosed with Diabetes Mellitus
17 Type II.

18 9. Plaintiff **Kent P. Molnau** is and at all relevant times a citizen and resident to the State
19 of Minnesota. Plaintiff **Kent P. Molnau** brings this action for personal injuries sustained by
20 the use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
21 prescribed and ingesting Crestor, Plaintiff **Kent P. Molnau** was diagnosed with Diabetes
22 Mellitus Type II.
23

24 10. Plaintiff **Nancy Pendleton** is and at all relevant times a citizen and resident to the State
25 of Alabama. Plaintiff **Nancy Pendleton** brings this action for personal injuries sustained by the
26 use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
27 prescribed and ingesting Crestor, Plaintiff **Nancy Pendleton** was diagnosed with Diabetes
28

1 Mellitus Type II.

2 11. Plaintiff **Cheryl A. Petry** is and at all relevant times a citizen and resident to the State
3 of Texas. Plaintiff **Cheryl A. Petry** brings this action for personal injuries sustained by the use
4 of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being prescribed
5 and ingesting Crestor, Plaintiff **Cheryl A. Petry** was diagnosed with Diabetes Mellitus Type II.

6
7 12. Plaintiff **Robert L. Wilson** is and at all relevant times a citizen and resident to the State
8 of Texas. Plaintiff **Robert L. Wilson** brings this action for personal injuries sustained by the
9 use of CRESTOR® (rosuvastatin calcium), and as a direct and proximate result of being
10 prescribed and ingesting Crestor, Plaintiff **Robert L. Wilson** was diagnosed with Diabetes
11 Mellitus Type II.

12
13 13. The Defendants are ASTRAZENECA LP, ASTRAZENECA PHARMACEUTICALS
14 LP, who is the general partner of AstraZeneca LP, ASTRAZENECA LP, who is the general
15 partner of AstraZeneca Pharmaceuticals LP, and ASTRAZENECA PLC, (hereafter collectively
16 referred to as "ASTRAZENECA") are corporations or business entities, domiciled in the State
17 of Delaware, with their principal place of business in Wilmington, Delaware.

18
19 14. At all relevant times, Defendant ASTRAZENECA transacted business in the State of
20 California, Kentucky, Louisiana, Tennessee and derive substantial income from doing business
21 in those states.

22 15. Defendant MCKESSON CORPORATION was and is a corporation organized and
23 existing under the laws of the State of Delaware, with its principal place of business at One
24 Post Street, San Francisco, California 94104. MCKESSON CORPORATION touts itself as,
25 among other things: (1) the largest pharmaceutical distributor in North America distributing
26 one-third of the medications used daily in North America, (2) the nation's leading health care
27
28

1 information technology company, and (3) a provider of "decision support" software to help
2 physicians determine the best possible clinical diagnosis and treatment plans for patients.

3 16. At all relevant times, Defendant MCKESSON CORPORATION conducted regular and
4 sustained business in California, Kentucky, Louisiana, Tennessee by selling and distributing its
5 products and services in California, Kentucky, Louisiana, Tennessee and engaged in substantial
6 commerce and business activities all counties in California.

7 17. The true names or capacities, whether individual, corporate, or otherwise, of Defendants
8 Does 1-50, are unknown to Plaintiffs who therefore sue said Defendants by such fictitious
9 names. Plaintiffs believe and allege that each of the Defendants designated herein by fictitious
10 names is in some manner legally responsible for the events and happenings herein referred to
11 and proximately caused foreseeable damages to Plaintiffs as alleged herein.

12 18. All Defendants are authorized to do business in California, Kentucky, Louisiana,
13 Tennessee and derive substantial income from doing business in those states.

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

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

18 21. This court has personal jurisdiction over the Defendants named herein because said
19 Defendants have sufficient minimum contacts with the forum state upon which to predicate
20 personal jurisdiction.

21 GENERAL ALLEGATIONS

22 22. This is a civil action brought on behalf of Plaintiffs regarding damages which were
23 proximately caused by the ingestions of CRESTOR® by Plaintiffs. Those individuals are

EX-1-P. 0006

1 collectively referred to herein as "Plaintiff" or "Plaintiffs" as the context indicates.

2 23. The State of California has a substantial interest in assuring that the acts of these
3 Defendants who have been given the privilege of doing business in its borders act in
4 conformity with all laws applicable to the acts as set forth in this Complaint.
5

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

10 25. CRESTOR® was designed, manufactured, marketed, distributed and sold to the
11 Plaintiffs by one or more Defendants, and more specifically, upon information and belief,
12 Defendant McKesson did distribute the CRESTOR® Plaintiffs ingested, which gives rise to the
13 causes of action and the injuries sustained as a direct and proximate result of such ingestion.
14

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

24 27. Defendants did business in the State of California; made contracts to be performed in
25 whole or in part in California and/or manufactured, tested, sold, offered for sale, supplied or
26 placed in the stream of commerce, or in the course of business materially participated with
27
28

1 others in so doing, CRESTOR®, which Defendants knew to be defective, unreasonably
2 dangerous and hazardous, and which Defendants knew would be substantially certain to cause
3 injury to persons within the State of California thereby negligently and intentionally causing
4 injury to persons within California, and as described herein, committed and continues to
5 commit tortious and other unlawful acts in the State of California.
6

7 28. Defendants sold or aided and abetted in the sale of CRESTOR® which was and is
8 defective and unreasonably dangerous. At all pertinent times, Defendants knew, or should have
9 known, that CRESTOR® was and is hazardous to human health.

10 29. Defendants, through its funding and control of certain studies concerning the effects of
11 CRESTOR® on human health, their control over trade publications, promoting, marketing,
12 and/or through other agreements, understandings and joint undertakings and enterprises,
13 conspired with, cooperated with and/or assisted in the wrongful suppression, active
14 concealment and/or misrepresentation of the true relationship between CRESTOR® and
15 various diseases, all to the detriment of the public health, safety and welfare and thereby
16 causing harm to the State.
17

18 30. Specifically, and in addition to the allegations above, Defendants knew of the hazards
19 associated with CRESTOR®; affirmatively and actively concealed information which clearly
20 demonstrated the dangers of CRESTOR® and affirmatively misled the public and prescribing
21 physicians with regard to the material and clear risks of CRESTOR® with the intent that
22 prescribing physicians would continue to prescribe CRESTOR®. Defendants well knew that
23 prescribing physicians would not be in a position to know the true risks of CRESTOR® and
24 Defendants knew that prescribing physicians would rely upon the misleading information that
25 they promulgated.
26
27
28

1 31. At all pertinent times, Defendants purposefully and intentionally engaged in these
2 activities, and continues to do so, knowing full well that when the general public, including
3 Plaintiffs, use CRESTOR® as Defendants intended, that Plaintiffs would be substantially
4 certain to suffer disease, injury and sickness.

5 32. The statements, representations and promotional schemes publicized by Defendants
6 were deceptive, false, incomplete, misleading and untrue. Defendants knew, or should have
7 known, that its statements, representations and advertisements were deceptive, false,
8 incomplete, misleading and untrue at the time of making such statements. Defendants had an
9 economic interest in making such statements. Neither the Plaintiffs nor the physicians who
10 prescribed CRESTOR® to them had knowledge of the falsity or untruth of Defendants'
11 statements, representations and advertisements when prescriptions for CRESTOR® were
12 written. Moreover, Plaintiffs and Plaintiffs' physicians had a right to rely on Defendants'
13 statements, representations and advertisements. Each of the statements, representations and
14 advertisements were material to the Plaintiffs' purchase of CRESTOR® in that the Plaintiffs
15 would not have purchased CRESTOR® if Plaintiffs had known that Defendants' statements,
16 representations and advertisements were deceptive, false, incomplete, misleading and untrue.
17 These acts were designed to and did in fact allow Defendants to earn substantial income from
18 the sale of CRESTOR®.

19 33. Plaintiffs had a right to rely upon the representations of Defendants and were directly
20 and proximately injured by such reliance, all as described above.

21 34. Had Plaintiffs been adequately warned of the increased risk of injuries and life
22 threatening side effects, he/she would have chosen to request other prescription medications
23 and avoided CRESTOR's injuries and potential life threatening side effects.

24 35. Plaintiffs were prescribed CRESTOR® by physicians authorized to prescribe
25
26
27
28

1 CRESTOR®, ingested CRESTOR® as prescribed, and as a result suffered damages and injury.

2 36. Defendants negligently, recklessly and wantonly failed to warn Plaintiffs, Plaintiffs'
3 physicians and the general public, of the risks associated with taking CRESTOR®. Defendants
4 failed to do so even after various studies, including their own, showed that there were problems
5 concerning the risks of cardiomyopathy, myocardial infarctions, sudden cardiac death,
6 rhabdomyolysis (muscle deterioration), kidney damage, and diabetes associated with
7 CRESTOR®.
8

9 37. Defendants endeavored to deceive Plaintiffs, and the general public, by not disclosing
10 the findings of the various studies, including its own that revealed problems concerning the
11 dangers of CRESTOR®.
12

13 38. Further, Defendants did not provide warnings and instructions that would have put
14 Plaintiffs and Plaintiffs' physicians, and the general public, on notice of the dangers and
15 adverse effects caused by CRESTOR®.

16 39. Defendants designed, manufactured, distributed, sold and/or supplied CRESTOR® and
17 placed CRESTOR® into the stream of commerce in a defective and unreasonably dangerous
18 condition, taking into consideration the utility of the drug and the risk to Plaintiffs and the
19 general public.
20

21 40. CRESTOR® as designed, manufactured, distributed, sold and/or supplied by
22 Defendants was defective as marketed due to inadequate warnings, instructions and/or labeling.

23 41. CRESTOR® as designed, manufactured, distributed, sold and/or supplied by
24 Defendants was defective due to inadequate testing before and after Defendants' knowledge of
25 the various studies, including their own, evidencing the rightful concerns over the risks of
26 diabetes and diabetes-related injuries associated with CRESTOR®
27

28 42. CRESTOR® has also been linked to such serious side effects as cardiomyopathy,

1 myocardial infarctions, sudden cardiac death, rhabdomyolysis (muscle deterioration), kidney
2 damage, and diabetes.

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

7
8 44. The nature of the Plaintiffs' injuries and their relationship to CRESTOR® use were
9 inherently undiscoverable; and, consequently, the discovery rule should be applied to toll the
10 running of the statute of limitations until Plaintiffs knew or through the exercise of reasonable
11 care and diligence should have known of the existence of their claims against Defendants.
12 Plaintiffs did not discover, and through the exercise of reasonable care and due diligence, could
13 not have discovered, their injuries earlier.

14
15 45. Further, Plaintiffs did not have knowledge of facts that would lead a reasonable, prudent
16 person to make inquiry to discover Defendants' tortious conduct. Under appropriate
17 application of the discovery rule, Plaintiffs' suit was filed well within the applicable statutory
18 limitations period.

19
20 46. Defendants are estopped from asserting a statute of limitations defense because they
21 fraudulently concealed from Plaintiffs the nature of Plaintiffs' injuries and the connection
22 between the injury and CRESTOR®.

23 47. Defendants have overpromoted CRESTOR®, thus eliminating a defense of learned
24 intermediary.

25 48. CRESTOR® fails to meet reasonable consumer expectations, thus eliminating the
26 defense of learned intermediary.

27 49. Defendants failed to properly disclose to the FDA and the public, information necessary
28

1 to allow an informed decision to be made with regard to the contents of the label and/or the
2 approved uses of CRESTOR®.

3 50. For each Count hereinafter alleged and averred, the above and following Paragraphs
4 should be considered realleged as if fully rewritten.

5
6 **FIRST CAUSE OF ACTION**

7 **(Strict Liability)**

8 51. Defendants defectively designed and manufactured CRESTOR®, which was marketed
9 to physicians and the general public, including Plaintiffs.

10 52. Plaintiffs ingested CRESTOR® for the treatment and control of high cholesterol, which
11 was the foreseeable and intended use of CRESTOR®.

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

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

19 55. The defect in design existed when the product left Defendants' possession.

20 56. At the time CRESTOR® left the control of Defendants, Defendants knew or should
21 have known of the risks associated with ingesting CRESTOR®.

22 57. At all times material hereto, Defendants failed to provide Plaintiffs the warnings or
23 instructions a manufacturer exercising reasonable care would have provided concerning the risk
24

1 which ultimately caused Plaintiffs' injury.

2 58. At all times material hereto, Defendants failed to provide post-marketing warnings or
3 instructions to Plaintiffs or Plaintiffs' physicians sufficient to convey the true risks associated
4 with the use of CRESTOR®.
5

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

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

11 **SECOND CAUSE OF ACTION**

12 **(Negligence)**
13

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

15 61. Defendants had a duty to exercise reasonable care in designing, developing,
16 testing, manufacturing, packaging, labeling, marketing, advertising, selling and/or distributing
17 CRESTOR®.
18

19 62. Defendants failed to exercise ordinary care in designing, developing, testing,
20 manufacturing, packaging, labeling, marketing, advertising, selling, and/or distributing of
21 CRESTOR®.
22

23 63. Defendants knew or should have known that CRESTOR® created an unreasonable
24 risk of bodily harm.
25

26 64. Despite the fact Defendants knew or should have known that CRESTOR® caused
27 unreasonable, dangerous side effects which many users would be unable to remedy by any
28

1 means, they continued to market CRESTOR® to physicians, including Plaintiffs'
2 physicians, and consumers, including Plaintiffs, when there were safer alternative methods of
3 treatment.

4
5 65. Defendants knew or should have known that consumers such as Plaintiffs would suffer
6 injury or death as a result of Defendants' failure to exercise ordinary care as described above.

7
8 66. As a direct and proximate result of Defendants' negligence and wrongful conduct,
9 Plaintiffs were injured as described above.

10 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount
11 of compensatory and punitive damages as a jury deems reasonable, plus costs.
12

13 **THIRD CAUSE OF ACTION**

14 **(Breach of Express Warranty)**

15
16 67. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

17 68. Before Plaintiffs were first prescribed CRESTOR® and during the period in which
18 he/she used CRESTOR®, Defendants expressly warranted that CRESTOR® was safe.
19

20 69. CRESTOR® did not conform to these express representations because CRESTOR®
21 was not safe and had an increased risk of serious side effects, including rhabdomyolysis,
22 myocardial infarctions, renal failure, and diabetes, whether taken individually or in conjunction
23 with other therapies.

24
25 70. As a direct and proximate result of this wrongful conduct, Plaintiffs were injured as
26 described above.

27 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount
28

1 of compensatory and punitive damages as a jury deems reasonable, plus costs.

2
3 **FOURTH CAUSE OF ACTION**

4 **(Breach of Implied Warranty)**

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

6
7 72. At the time Defendants packaged, labeled, promoted, marketed, advertised, sold, and/or
8 distributed CRESTOR® for use by Plaintiff, they knew of the use for which CRESTOR®
9 was intended and impliedly warranted the product to be of merchantable quality and safe and
10 fit for such use.

11
12 73. Plaintiffs reasonably relied upon the skill and judgment of Defendants as to whether
13 CRESTOR® was of merchantable quality and safe and fit for its intended use.

14
15 74. Contrary to such implied warranty, CRESTOR® was not of merchantable quality or safe
16 or fit for its intended use, because the product was and is unreasonably dangerous and unfit for
17 the ordinary purpose for which it was used as described above.

18
19 75. As a direct and proximate result of the Defendants' wrongful conduct, Plaintiffs were
20 injured as described above.

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

23
24 **FIFTH CAUSE OF ACTION**

25 **(Fraud)**

26
27 76. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

1 77. Before Plaintiffs were prescribed CRESTOR® and during the period in which he/she
2 took CRESTOR®, Defendants made false representations regarding the safety and efficacy of
3 CRESTOR®. Defendants knew that its representations regarding the safety of CRESTOR®
4 were false.

5
6 78. Defendants' representations regarding the safety and efficacy of CRESTOR® were
7 made with the intent of misleading Plaintiffs and Plaintiffs' physicians in relying upon those
8 representations, and Plaintiffs and Plaintiffs' physicians were justified in relying, and did in
9 fact rely, upon such misrepresentations.

10
11 79. Defendants' misrepresentations regarding the safety and efficacy of CRESTOR® were
12 material. Plaintiffs would not have ingested CRESTOR® for treatment and control of
13 high cholesterol had he/she been made aware of the true risks associated with using
14 CRESTOR®, including but not limited to rhabdomyolysis, myocardial infarctions, renal
15 failure, diabetes, and death.

16
17 80. As a direct and proximate result of Defendants' misrepresentations, Plaintiffs were
18 injured as described above.

19
20 WHEREFORE, Plaintiffs demand judgment against Defendants in such an
21 amount of compensatory and punitive damages as a jury deems reasonable, plus costs.

22 **SIXTH CAUSE OF ACTION**

23 **(Fraudulent Concealment)**

24
25 81. Plaintiffs reallege all allegations of the Complaint as if set out here in full.

26
27 82. Before Plaintiffs were prescribed CRESTOR® and during the period in which he/she
28

1 took CRESTOR®, Defendants concealed material facts regarding the safety and efficacy of
 2 CRESTOR®, more specifically, that CRESTOR® caused rhabdomyolysis, myocardial
 3 infarctions, renal failure, diabetes, and death. Defendant had a duty to disclose this
 4 information to prescribing physicians and the general public, including Plaintiffs.
 5

6 83. Defendants' concealment of material information regarding CRESTOR® was done with
 7 the intent to mislead Plaintiffs and Plaintiffs' physicians, and Plaintiffs and Plaintiffs'
 8 physicians were justified in reliance on Defendants' concealment.
 9

10 84. As a direct and proximate result of Defendants' concealment of material facts,
 11 Plaintiffs were injured as described above.

12 WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount
 13 of compensatory and punitive damages as a jury deems reasonable, plus costs.
 14

15 SEVENTH CAUSE OF ACTION

16 [Loss of Consortium]

17 85. Plaintiffs reallege each and every allegation of this Complaint in each of the foregoing
 18 paragraphs inclusive, with the same force and effect as if more fully set forth herein.
 19

20 86. Plaintiffs' spouses are entitled to the comfort, enjoyment, society and services of their
 21 spouses.
 22

23 87. As a direct and proximate result of the foregoing, Plaintiffs spouses were deprived of
 24 the comfort and enjoyment of the services and society, and have suffered and will continue to
 25 suffer economic loss, and have otherwise been emotionally and economically injured.

26 Plaintiffs' injuries and damages are permanent and will continue into the future. Plaintiffs
 27 seek actual and punitive damages from the Defendants as alleged herein.
 28

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

3 WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of
4 compensatory and punitive damages as a jury deems reasonable, plus costs.
5

6 WHEREFORE, Plaintiffs pray for judgment against Defendants as hereinafter set
7 forth.
8

9 **PRAYER FOR RELIEF**

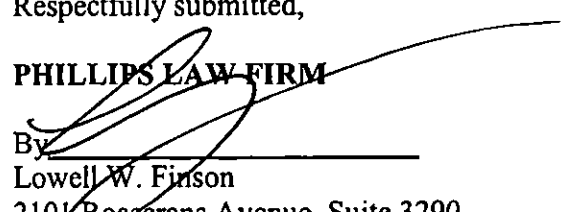
10 WHEREFORE, Plaintiffs demand judgment against the Defendants as follows:

- 11 1. For general (non-economic) damages according to proof at the time of
12 trial;
13
14 2. For special (economic) damages according to proof at the time of trial;
15
16 3. For prejudgment interest as permitted by law;
17
18 4. For cost of suit incurred herein as permitted by law;
19
20 5. For such other and further relief as this Court may deem proper.

21 Dated: March 4, 2013

Respectfully submitted,

22 **PHILLIPS LAW FIRM**

23 By 

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

3 WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of
4 compensatory and punitive damages as a jury deems reasonable, plus costs.
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6 WHEREFORE, Plaintiffs pray for judgment against Defendants as hereinafter set
7 forth.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs demand judgment against the Defendants as follows:

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13
14 2. For special (economic) damages according to proof at the time of trial;
15
16 3. For prejudgment interest as permitted by law;
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18 4. For cost of suit incurred herein as permitted by law;
19
20 5. For such other and further relief as this Court may deem proper.

21 Dated: March 4, 2013

Respectfully submitted,

PHILLIPS LAW FIRM

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1
2 *Attorneys for Plaintiffs*

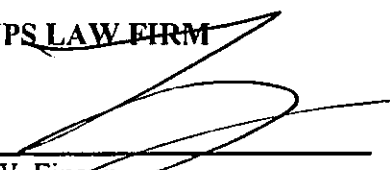
3
4 **DEMAND FOR JURY TRIAL**

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

6
7 Dated: March 4, 2013

Respectfully submitted,

8 **PHILLIPS LAW FIRM**

9
10 By 

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22
23 *Attorneys for Plaintiffs*

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

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

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

Gloria Herrera, a single individual; Verlez Ward, a single individual;
Aaron Ardoin, a single individual; (continued)

FOR COURT USE ONLY
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ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 04 2013

John A. Clarke, Executive Officer/Clerk
BY Ishaylia Chambers Deputy
Ishaylia Chambers

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 puede 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 puede 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, puede 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) **BC 502049**

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):
Lowell W. Finson, Esq. 2101 Rosecrans Ave, Suite 3290 El Segundo, CA 90245 / 310-923-9918

DATE: March 4, 2013
(Fecha)

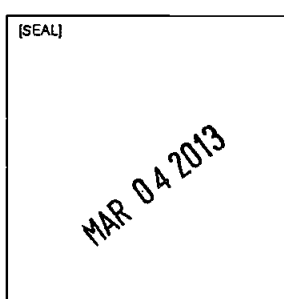
John A. Clarke

Clerk, by
(Secretario)

Ishaylia Chambers

Deputy
(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)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
Mckesson Corporation
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-200(A)

SHORT TITLE: Gloria Herrera, et al. v. ASTRAZENECA, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

Ramona Bodden, a single individual; Joan Byerley, a single individual; Patricia Doyle, a single individual; Dorothy Jackson, a single individual; John Melvin, a single individual; Kent P. Molnau, a single individual; Nancy Pendleton, a single individual; Cheryl A. Petry, a single individual; Robert L. Wilson, a single individual;

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Page 1 of 1

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

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

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

Gloria Herrera, a single individual; Verlez Ward, a single individual;
Aaron Ardoin, a single individual; (continued)

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 04 2013

John A. Clarke, Executive Officer/Clerk
BY *Ishaylia Chambers* Deputy
Ishaylia Chambers

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 puede 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 puede 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, puede 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) **BC502049**

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):
Lowell W. Finson, Esq. 2101 Rosecrans Ave, Suite 3290 El Segundo, CA 90245 / 310-923-9918

DATE: March 4, 2013
(Fecha)

John A. Clarke

Clerk, by

Ishaylia Chambers

Deputy

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

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(SEAL)

MAR 04 2013

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☒ CCP 416.40 (association or partnership)

☐ other (specify):

- ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

SUM-200(A)

SHORT TITLE: Gloria Herrera, et al. v. ASTRAZENECA, et al.	CASE NUMBER:
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Ramona Bodden, a single individual; Joan Byerley, a single individual; Patricia Doyle, a single individual; Dorothy Jackson, a single individual; John Melvin, a single individual; Kent P. Molnau, a single individual; Nancy Pendleton, a single individual; Cheryl A. Petry, a single individual; Robert L. Wilson, a single individual;

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Page 1 of 1

Form Adopted for Mandatory Use
 Judicial Council of California
 SUM-200(A) (Rev. January 1, 2007)

ADDITIONAL PARTIES ATTACHMENT
 Attachment to Summons

American LegalNet, Inc.
 www.FormsWorkflow.com

EX. 1 - P. 0024

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ASTRAZENECA PHARMACEUTICALS LP; ASTRAZENECA, LP;
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MAR 04 2013

John A. Clarke, Executive Officer/Clerk
BY Ishaylia Chambers Deputy
Ishaylia Chambers

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DATE: March 4, 2013
(Fecha)

John A. Clarke Clerk, by
(Secretario)

Ishaylia Chambers, Deputy
(Adjunto)

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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): **ASTRAZENECA, LP**
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):

[SEAL]

MAR 04 2013

SUM-200(A)

SHORT TITLE: Gloria Herrera, et al. v. ASTRAZENECA, et al.	CASE NUMBER:
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Judicial Council of California
SUM-200(A) (Rev. January 1, 2007)

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

American LegalNet, Inc.
www.FormsWorkflow.com

EX. 1 - P. 0026