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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

SUSANNE AMBLER, an individual; RICHARD AMBLER, an individual;

Plaintiffs,

vs.

DAIICHI, SANKYO, INC., dba Sankyo USA Development, Sankyo Pharma Development, Sankyo Pharma Inc., Daiichi Sankyo Pharma Development, Daiichi Pharmaceuticals, Inc., Daiichi Medical Research, Inc., and Daiichi Pharma Holdings, Inc; DAIICHI SANKYO US HOLDINGS, INC., parent company of Daiichi Sankyo, Inc.; DAIICHI SANKYO CO., LTD., parent corporation of Daiichi Sankyo US Holdings, Inc. and/or Daiichi Sankyo, Inc., fka Sankyo Company, Ltd., Daiichi Pharmaceutical Company, Ltd.; and DOES 1through 600, inclusive,

Defendants.

CASE NO. **37-2014-00012743-CU-PL-CTL**

COMPLAINT FOR DAMAGES

[JURY TRIAL DEMANDED]

COMES NOW, the plaintiffs, Susanne Ambler and Richard Ambler, as and for causes of action against the defendants, and each of them, allege:

PRELIMINARY ALLEGATIONS

1. The plaintiffs, Susanne and Richard Ambler, are, and at all times mentioned herein, were husband and wife, residing in the County of San Diego, State of California.

2. The plaintiffs are informed and believe, and thereon allege that the defendant, Daiichi Sankyo, Inc. ("Daiichi Sankyo U.S.") is a corporation organized and existing under the laws of the State of Delaware, doing business in the County of San Diego, State of California as a designer, manufacturer, marketer, promoter, and distributor of pharmaceutical products. The plaintiffs are informed and believe and thereon allege that Daiichi Sankyo U.S. is or was also known as Sankyo USA Development, Sankyo Pharma Development, Sankyo Pharma Inc., Daiichi Sankyo Pharma Development, Daiichi Pharmaceuticals, Inc., Daiichi Medical Research, Inc., and Daiichi Pharma Holdings, Inc.

3. The plaintiffs are informed and believe, and thereon allege, that Daiichi Sankyo US Holdings, Inc., is a Delaware corporation doing business in the County of San Diego, State of California. The plaintiffs are informed and believe, and thereon allege, that Daiichi Sankyo US Holdings, Inc., is and at all relevant times has been, the parent company of Daiichi Sankyo U.S., and a holding company for defendant Daiichi Sankyo Co., Ltd.

4. The plaintiffs are informed and believe, and thereon allege, that Daiichi Sankyo Co., Ltd., is a corporation organized and existing under the laws of Japan, but doing business in the County of San Diego, State of California, and around the world as a designer and manufacturer of pharmaceutical products. The plaintiffs are informed and believe that Daiichi Sankyo Co., Ltd., resulted from a merger of two companies formerly known as Sankyo Company, Ltd. and Daiichi Pharmaceutical Company, Ltd., and that Daiichi Sankyo Co., Ltd., is now the parent company of Daiichi Sankyo U.S. and/or Daiichi Sankyo U.S. Holdings, Inc., such that it is liable for the torts of defendants Daiichi Sankyo U.S. and/or Daiichi Sankyo U.S. Holdings, Inc.

5. The plaintiffs are informed and believe, and thereon allege, that Daiichi Sankyo U.S., operates as the United States headquarters of Daiichi Sankyo Co., Ltd., and that Daiichi Sankyo Co., Ltd., oversees and directs the research, development, manufacturing, and distribution of pharmaceutical

products introduced into the United States market by Daiichi Sankyo U.S. The plaintiffs are further informed and believe, and thereon allege, that there existed, at all relevant times, a unity of interest in ownership between Daiichi Sankyo Co., Ltd., and Daiichi Sankyo U.S., such that any independence from, and/or separation between and among the defendants has ceased and/or never existed; in that the defendants, and each of them are the alter egos of one another and exerted direct control over each other, and/or ratified and condoned the acts and/or omissions of each other. Adherence to the fiction of a separate and independent existence among the defendants, as separate entities distinct from one another will permit an abuse of the corporate privilege, sanction a fraud upon the plaintiffs and other consumers of the defendants' products, and promote injustice.

6. Daiichi Sankyo Co., Ltd., Daiichi Sankyo U.S., and Daiichi Sankyo U.S. Holdings, Inc., are collectively referred to hereinafter as "Daiichi Sankyo". The plaintiffs are informed and believe, and thereon allege, that Daiichi Sankyo designed, manufactured, packaged, labeled, advertised, marketed, promoted, distributed and/or sold, certain prescription blood pressure drugs containing olmesartan medoxomil, which are marketed to physicians and patients in the United States as Benicar® and Benicar HCT®. For purposes of this complaint, Benicar® and Benicar HCT® are collectively referred to hereinafter as "the Product".

7. The plaintiffs are informed and believe, and thereon allege, that the defendants, Does 1 through 600, inclusive, whether individual, corporate, associate, or otherwise, are fictitious names of the defendants who are in some way liable or responsible to the plaintiffs on the facts alleged herein, and proximately caused injuries and damages thereby, but whose true names and capacities are unknown to the plaintiff at this time. At such time as the defendants' true names and identities become known to the plaintiffs, the plaintiffs will ask leave of the court to amend the complaint to add said true names and capacities.

8. The plaintiffs are informed and believe, and thereon allege, that Does 1 through 100 are the persons, firms or entities in the chain of commerce, who designed or manufactured the Product for marketing, sale and distribution to the plaintiff and other members of the consuming public.

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9. The plaintiffs are informed and believe, and thereon allege, that Does 101 through 200 are the persons, firms or entities in the chain of commerce, who packaged, labeled, and distributed the Product to the plaintiff and other members of the consuming public.

10. The plaintiffs are informed and believe, and thereon allege, that Does 201 through 300 are the persons, firms or entities in the chain of commerce who marketed the Product to the plaintiff and other members of the consuming public.

11. The plaintiffs are informed and believe, and thereon allege, that Does 301 through 400 are the persons, firms or entities in the chain of commerce who wholesaled the Product for retail distribution to the plaintiff and other members of the consuming public.

12. The plaintiffs are informed and believe, and thereon allege, that Does 401 through 500 are the persons, firms or entities in the chain of commerce who sold the Product to the plaintiff and other members of the consuming public by way of retail sales.

13. The plaintiffs are informed and believe, and thereon allege, that Does 501 through 600 are the persons, firms or entities who in some other manner are liable to the plaintiffs by reason of their participation in the design, manufacture, testing, FDA approval, packaging, labeling, advertising, marketing, distribution, prescribing, or sale of the Product to Plaintiff and other members of the consuming public.

14. Within the last four years, plaintiff, Susanne Ambler, was prescribed Benicar HCT® by her treating physician in the County of San Diego, State of California . The plaintiffs are informed and believe, and thereon allege, that the plaintiff's treating physician prescribed the Product after review of, and in reliance on, marketing, promotional, labeling, and warning materials provided by the defendants. The plaintiff also reviewed and relied upon the marketing, promotional, labeling, and warning materials provided by the defendants in considering whether to take the Product as prescribed by her doctor.

15. After considering the marketing, promotional, labeling, and warning materials provided by the defendants, and receiving a prescription from her treating physician for dosage recommended by the defendants, the plaintiff ingested and used the Product according to its intended and directed use.

16. While taking the recommended dosage of the Product, the plaintiff suffered bodily injuries, including but not limited to sprue-like enteropathy and/or lymphocytic colitis, microscopic

colitis, or collagenous colitis, manifested by chronic diarrhea, severe weight loss, nausea, vomiting, malnutrition, and dehydration.

17. As a result of her condition, the plaintiff was admitted to the hospital for extended periods of time. The plaintiffs are informed and believe, and thereon allege, that the plaintiff's treating physicians were unaware of the association between the Product and her symptomology because of the defendants' acts and omissions. Consequently, the plaintiff was informed that her condition resulted from causes other than ingestion of the Product, and subsequently underwent difficult, sustained, and costly treatment for other potential causes of her condition, but ultimately did not obtain any relief.

18. On or about July 3, 2013, the Food and Drug Administration issued a Drug Safety Communication warning that the Product can cause intestinal problems known as sprue-like enteropathy. The FDA approved changes to the label of these drugs to include this concern. Some of the findings of the FDA include but are not limited to:

(a) Symptoms of sprue-like enteropathy include severe, chronic diarrhea with substantial weight loss.

(b) The enteropathy may develop months to years after starting olmesartan medoxomil, and sometimes require hospitalization.

(c) If patients taking olmesartan develop these symptoms and no other cause is found, the drug should be discontinued, and therapy with another antihypertensive started.

(d) Discontinuation of olmesartan has resulted in clinical improvement of sprue-like enteropathy symptoms in all patients.

(e) Sprue-like enteropathy has not been detected with ARB drugs other than olmesartan.

19. The plaintiff has since discontinued use of the Product on advice from her treating physician, and her symptoms have resolved.

FIRST CAUSE OF ACTION

(For Strict Products Liability)

20. The plaintiff realleges and incorporates by reference paragraphs 1 through 19 of the complaint as though fully set forth herein.

21. The defendants are, and at all times relevant to this action, have been engaged in the business of researching, designing, developing, manufacturing, producing, testing, labeling, marketing,

promoting, distributing, and selling pharmaceutical products to consumers in the County of San Diego, State of California, and across the United States.

22. The defendants researched, designed, developed, manufactured, produced, tested, labeled, marketed, promoted, distributed, and sold the Product for use and consumption by the public, including the plaintiff, knowing that the public, including the plaintiff, would expect the Product to perform as represented without independent testing or inspection for defects.

23. The Product, as designed, developed, manufactured, produced, tested, labeled, marketed, promoted, distributed, and sold by the defendants to the plaintiff was defective in at least the following respects:

(a) the Product was defectively designed, formulated, and tested;

(b) the Product was defectively manufactured; and

(c) the Product did not include sufficient instructions or warning of potential safety hazards, including but not limited to warnings regarding the connection between the use of the Product and symptoms of sprue-like enteropathy, such as severe, chronic diarrhea with substantial weight loss.

24. As a direct and proximate result of the defendants' acts and omissions, and the plaintiff's ingestion of defendants' defective Product, the plaintiff has suffered and will continue to suffer special and general damages, including but not limited to medical and incidental healthcare expenses, loss of earnings, consequential economic losses, and pain, suffering, and loss of enjoyment of life, in an amount presently unknown, but believed to be in excess of the unlimited jurisdiction of this court, the precise amount of which will be proven at the time of trial.

25. The defendants' conduct as alleged hereinabove, was intentional, despicable, malicious, and oppressive, and in conscious disregard of the plaintiff's rights, justifying an award of exemplary and punitive damages in an amount sufficient to punish and make an example of the defendants. The defendants risked the lives and well-being of consumers of the Product, including the plaintiff, by suppressing known defects in the design and/or manufacturing of the Product, and consciously withholding Product risk and safety information from the unsuspecting public, the medical community, and/or the healthcare community, all for their own financial gain.

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SECOND CAUSE OF ACTION

(For Negligence)

26. The plaintiff realleges and incorporates by reference paragraphs 1 through 22 of the complaint as though fully set forth herein.

27. The defendants owed healthcare providers, consumers and intended users of the Product, including the plaintiff, a continuing duty to exercise reasonable care in researching, designing, developing, manufacturing, producing, testing, packaging, labeling, marketing, promoting, distributing, and selling the Product, so that: (a) the Product did not pose an unreasonable risk of harm to consumers; and (b) healthcare providers and consumers could make informed decisions when weighing the risks and benefits of using the Product.

28. The plaintiffs are informed and believe, and thereon allege, that during the time that the defendants researched, designed, developed, manufactured, produced, tested, packaged, labeled, marketed, promoted, distributed, and sold the Product, they knew, or in the exercise of reasonable care should have known, that their Product was defective, dangerous, and otherwise harmful to consumers, including the plaintiff. More specifically, the plaintiffs are informed and believe, and thereon allege, that the defendants knew, or had reason to know, that the intended use and ingestion of the Product created a significant risk of foreseeable side effects, including stomach, intestinal and/or colonic disease manifestations, chronic diarrhea, weight loss, nausea, vomiting, malnutrition, and/or dehydration; but the defendants nonetheless introduced the Product into the stream of commerce, and did so without reasonably adequate instructions or warnings.

29. The plaintiff as a layperson and ordinary consumer of the Product did not know the nature and extent of the injuries that would result from use and ingestion of the Product.

30. As a direct and proximate result of the defendants' acts and omissions, and the plaintiff's ingestion of defendants' defective Product, the plaintiff has suffered and will continue to suffer special and general damages, including but not limited to medical and incidental healthcare expenses, loss of earnings, consequential economic losses, and pain, suffering, and loss of enjoyment of life, in an amount presently unknown, but believed to be in excess of the unlimited jurisdiction of this court, the precise amount of which will be proven at the time of trial.

THIRD CAUSE OF ACTION

(For Intentional Misrepresentation)

31. The plaintiff realleges and incorporates by reference paragraphs 1 through 22 of the complaint as though fully set forth herein.

32. The defendants, by and through their marketing, promotional, labeling, and warning materials, represented to the FDA, consumers, and the medical community, including plaintiff and her healthcare providers, that the Product had been reasonably and adequately tested in clinical trials and were found to be safe and effective as an anti-hypertensive treatment.

33. The representations made by the defendants were false and, on information and belief, were known by the defendants to be false at the time they were made. The plaintiffs are informed and believe, and thereon allege, that during the time that the defendants researched, designed, developed, manufactured, produced, tested, packaged, labeled, marketed, promoted, distributed, and sold the Product, they knew, that the Product was defective, dangerous, and otherwise harmful to consumers, including the plaintiff. More specifically, the plaintiffs are informed and believe, and thereon allege, that the defendants knew that the intended use and ingestion of the Product created a significant risk of foreseeable side effects, including stomach, intestinal and/or colonic disease manifestations, chronic diarrhea, weight loss, nausea, vomiting, malnutrition, and/or dehydration; but the defendants nonetheless introduced the Product into the stream of commerce, and did so without reasonably adequate instructions or warnings.

34. The plaintiffs are informed and believe, and thereon allege, that the defendants' representations were made with the intent to deceive and induce the medical community to prescribe, and consumers such as the plaintiff to consume, the Product for the defendants' monetary gain.

35. As a direct and proximate result of the defendants' conduct, and the plaintiff's ingestion of defendants' defective Product, the plaintiff has suffered and will continue to suffer special and general damages, including but not limited to medical and incidental healthcare expenses, loss of earnings, consequential economic losses, and pain, suffering, and loss of enjoyment of life, in an amount presently unknown, but believed to be in excess of the unlimited jurisdiction of this court, the precise amount of which will be proven at the time of trial.

36. The defendants' conduct as alleged hereinabove, was intentional, despicable, malicious, and oppressive, and in conscious disregard of the plaintiff's rights, justifying an award of exemplary and punitive damages in an amount sufficient to punish and make an example of the defendants. The defendants risked the lives and well-being of consumers of the Product, including the plaintiff, by suppressing known defects in the design and/or manufacturing of the Product, and consciously withholding Product risk and safety information from the unsuspecting public, the medical community, and/or the healthcare community, all for their own financial gain.

FOURTH CAUSE OF ACTION

(For Negligent Misrepresentation)

37. The plaintiff realleges and incorporates by reference paragraphs 1 through 22 and 32 of the complaint as though fully set forth herein.

38. The representations made by the defendants were false and, on information and belief, reasonably should have been known by the defendants to be false at the time they were made. The plaintiffs are informed and believe, and thereon allege, that during the time that the defendants researched, designed, developed, manufactured, produced, tested, packaged, labeled, marketed, promoted, distributed, and sold the Product, they reasonably should have known, that the Product was defective, dangerous, and otherwise harmful to consumers, including the plaintiff. More specifically, the plaintiffs are informed and believe, and thereon allege, that the defendants reasonably should have known that the intended use and ingestion of the Product created a significant risk of foreseeable side effects, including stomach, intestinal and/or colonic disease manifestations, chronic diarrhea, weight loss, nausea, vomiting, malnutrition, and/or dehydration; but the defendants nonetheless introduced the Product into the stream of commerce, and did so without providing reasonably adequate instructions or warnings.

39. As a direct and proximate result of the defendants' conduct, and the plaintiff's ingestion of defendants' defective Product, the plaintiff has suffered and will continue to suffer special and general damages, including but not limited to medical and incidental healthcare expenses, loss of earnings, consequential economic losses, and pain, suffering, and loss of enjoyment of life, in an amount presently

unknown, but believed to be in excess of the unlimited jurisdiction of this court, the precise amount of which will be proven at the time of trial.

FIFTH CAUSE OF ACTION

(For Concealment)

40. The plaintiff realleges and incorporates by reference paragraphs 1 through 22 of the complaint as though fully set forth herein.

41. The defendants knowingly and intentionally concealed the defects from or failed to disclose to or warn the plaintiffs, physicians, and the medical community at large that the Product was defective, unsafe, unfit for the purposes intended. Without limiting the foregoing, the defendants knowingly concealed the following material information regarding the Product from the FDA, consumers, and the medical community :

(a) The Product was not as safe and effective as other anti-hypertensive drugs given its intended use(s);

(b) Ingestion of the Product would not result in a safe and more effective method of anti-hypertensive treatment than other available treatments;

(c) The risks of harm associated with the use of the Product was greater than the risks of harm associated with other forms of anti-hypertensive drug therapies;

(d) That the limited clinical testing revealed that the Product had an unreasonably high risk of adverse effects given its intended use(s) and higher risk of adverse effects, in addition to, and above and beyond those associated with other anti-hypertensive drug therapies, including stomach, intestinal and/or colonic disease manifestations, chronic diarrhea, nausea, weight loss, vomiting, malnutrition and dehydration; and

(e) The plaintiffs are informed and believe and thereon allege that the defendants concealed other material facts concerning the Product and will seek leave of court to amend the complaint at such time as said concealed material facts become known to the plaintiffs.

42. Had the defendants disclosed the true facts concerning the safety and efficacy of the Product to the plaintiff, the plaintiff would not have ingested the Product.

SEVENTH CAUSE OF ACTION

(For Breach of Implied Warranties)

49. The plaintiff realleges and incorporates by reference paragraphs 1 through 22 of the complaint as though fully set forth herein.

50. The defendants expected and intended the Product to reach consumers without substantial change in the condition in which it was manufactured and sold by defendants. The defendants further intended the Product to be used in the manner that the plaintiff in fact used it, and through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions, and inferences to be drawn therefrom, impliedly warranted the Product to be of merchantable quality, safe, and fit for such use.

51. The defendants breached their implied warranties in that the Product was defective, dangerous, unfit for use, not merchantable and not safe for its intended, ordinary and foreseeable use and purpose.

52. As a direct and proximate result of the defendants' breach, the plaintiff has suffered and will continue to suffer special and general damages, including but not limited to medical and incidental healthcare expenses, loss of earnings, consequential economic losses, and pain, suffering, and loss of enjoyment of life, in an amount presently unknown, but believed to be in excess of the unlimited jurisdiction of this court, the precise amount of which will be proven at the time of trial.

EIGHTH CAUSE OF ACTION

(By Richard Ambler For Loss of Consortium)

53. The plaintiffs reallege and incorporate by reference paragraphs 1 through 22 of the complaint as though fully set forth herein.

54. Richard Ambler, has suffered and will continue to suffer for an indefinite time in the future, loss of services, security, companionship, and consortium of his wife, Susanne Ambler.

55. As a direct and proximate result of the defendants' conduct, the plaintiff has suffered and will continue to suffer damages, in an amount presently unknown, but believed to be in excess of the jurisdiction of this court, the precise amount of which will be proven at the time of trial.

WHEREFORE, the plaintiffs pray for judgment against the defendants, and each of them, as follows:

On the First Cause of Action

1. For compensatory general and special damages according to proof;

2. For punitive damages according to proof;

On the Second and Fourth Causes of Action

3. For compensatory general and special damages according to proof;

On the Third and Fifth Causes of Action

4. For compensatory general and special damages according to proof;

5. For punitive damages according to proof;

On the Sixth and Seventh Causes of Action

6. For contractual, consequential, and incidental damages according to proof;

On the Eighth Cause of Action

7. For compensatory general and special damages according to proof;

On All Causes of Action

8. For prejudgment interest according to proof;

9. For costs of suit incurred herein; and

10. For such other and further relief as this court may deem just and proper.

DATED: April 21, 2014

YALE & BAUMGARTEN, LLP

Eugene P. Yale, Attorney for Plaintiffs

Superior Court of California
County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 010214-24 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

http://www.sdcourt.ca.gov/CivilImagingGeneralOrder

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7067	
PLAINTIFF(S) / PETITIONER(S): SUSANNE AMBLER	
DEFENDANT(S) / RESPONDENT(S): DAIICHI SANKYO INC et.al.	
AMBLER VS. DAIICHI SANKYO INC	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2014-00012743-CU-PL-CTL

CASE ASSIGNMENT

Judge: Eddie C Sturgeon Department: C-67

COMPLAINT/PETITION FILED: 04/23/2014

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	10/24/2014	10:30 am	C-67	Eddie C Sturgeon

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars ($150) on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2014-00012743-CU-PL-CTL CASE TITLE:
AMBLER vs. DAIICHI SANKYO INC

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:
(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge $150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at *www.courtinfo.ca.gov/selfhelp/lowcost*.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	
PLAINTIFF(S): SUSANNE AMBLER	
DEFENDANT(S): DAIICHI SANKYO INC DBA Sankyo USA Development DBA Sankyo Pharma Development DBA Sankyo Pharma Inc DBA Daiichi Sankyo Pharma	
SHORT TITLE: AMBLER VS. DAIICHI SANKYO INC	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2014-00012743-CU-PL-CTL

Judge: Eddie C Sturgeon Department: C-67

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

_____ _____

Name of Plaintiff Name of Defendant

_____ _____

Signature Signature

_____ _____

Name of Plaintiff's Attorney Name of Defendant's Attorney

_____ _____

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 04/24/2014

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JUDGE OF THE SUPERIOR COURT