UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

CASSANDRA JACKSON, TONI E. JONES, KIMBERLY PAYNE, BLAINE JACKSON, and RUSSELL JONES, individually and on behalf of their deceased mother, IDA MAE JONES JACKSON v. JANSSEN PHARMACEUTICALS, INC., JOHNSON & JOHNSON CO., AND MITSUBISHI TANABE PHARMA CORP.	Civil Action No. _____ **COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, CASSANDRA JACKSON, TONI E. JONES, KIMBERLY PAYNE, BLAINE JACKSON, and RUSSELL JONES, individually and on the behalf of their deceased mother, IDA MAE JONES JACKSON, by and through their attorneys, upon information and belief, at all times hereinafter mentioned, allege as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the amount in controversy exceeds $75,000.00, exclusive of interest and costs, and because there is complete diversity of citizenship between Plaintiffs and the Defendants.

2. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claim occurred in this District, and because Defendants conduct substantial business in this District.

3. This Court has personal jurisdiction over the Defendants because they have done business in the State of Louisiana, have committed a tort in whole or in part in the State of Louisiana, have substantial and continuing contact with the State of Louisiana, and derive substantial revenue from goods used and consumed within the State of Louisiana. The

Defendants actively sell, market and promote its pharmaceutical product INVOKANA to physicians and consumers in this state on a regular and consistent basis.

NATURE OF THE CASE

4. This is a survival claim and wrongful death action brought by the natural children and legal heirs of IDA MAE JONES JACKSON as a direct and proximate result of Defendants' negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of INVOKANA (at times referred to herein as "the subject product") for the treatment of diabetes.

5. Defendants Janssen Pharmaceuticals ("JANSSEN"), Johnson & Johnson, Co ("JOHNSON & JOHNSON"), and Mitsubishi Tanabe Pharma Corp. ("TANABE"), concealed, and continue to conceal, their knowledge of INVOKANA's unreasonably dangerous risks from Plaintiff, other consumers, and the medical community.

6. As a result of the defective nature of INVOKANA, persons who were prescribed and ingested INVOKANA, including IDA MAE JONES JACKSON, suffered permanent personal injuries, including diabetic ketoacidosis, stroke, heart attack, and severe kidney damage, ultimately resulting in death.

7. After beginning treatment with INVOKANA, and as a direct and proximate result of Defendants' actions and inaction, IDA MAE JONES JACKSON, developed diabetic ketoacidosis. IDA MAE JONES JACKSON's ingestion of the defective and unreasonably dangerous drug INVOKANA caused IDA MAE JONES JACKSON's, eventual death on February 6, 2016.

8. Plaintiffs, CASSANDRA JACKSON, TONI E. JONES, KIMBERLY PAYNE, BLAINE JACKSON, and RUSSELL JONES are the natural children and legal heirs of IDA

MAE JONES JACKSON and bring this action for her injuries and her eventual death suffered as a proximate result of being prescribed and ingesting INVOKANA. Accordingly, Plaintiffs seek damages, monetary restitution, and all other available remedies as a result of injuries caused by INVOKANA.

PARTIES

9. Plaintiff CASSANDRA JACKSON is a natural/biological child and legal heir of IDA MAE JONES JACKSON, and is a proper party to bring this complaint individually and on behalf of her deceased mother IDA MAE JONES JACKSON. CASSANDRA JACKSON sustained significant damages, including but not limited to mental anguish, grief, anxiety, loss of love, loss of affection, loss of society, loss of companionship and loss of consortium, as a result of the wrongful death of IDA MAE JONES JACKSON. CASSANDRA JACKSON is a citizen and resident of the State of Louisiana.

10. Plaintiff TONI E. JONES is a natural/biological child and legal heir of IDA MAE JONES JACKSON, and is a proper party to bring this complaint individually and on behalf of her deceased mother IDA MAE JONES JACKSON. TONI E. JONES sustained significant damages, including but not limited to mental anguish, grief, anxiety, loss of love, loss of affection, loss of society, loss of companionship and loss of consortium, as a result of the wrongful death of IDA MAE JONES JACKSON. TONI E. JONES is a citizen and resident of the State of Louisiana.

11. Plaintiff KIMBERLY PAYNE is a natural/biological child and legal heir of IDA MAE JONES JACKSON, and is a proper party to bring this complaint individually and on behalf of her deceased mother IDA MAE JONES JACKSON. KIMBERLY PAYNE sustained significant damages, including but not limited to mental anguish, grief, anxiety, loss of love, loss

of affection, loss of society, loss of companionship and loss of consortium, as a result of the wrongful death of IDA MAE JONES JACKSON. KIMBERLY PAYNE is a citizen and resident of the State of Louisiana.

12. Plaintiff BLAINE JACKSON is a natural/biological child and legal heir of IDA MAE JONES JACKSON, and is a proper party to bring this complaint individually and on behalf of his deceased mother IDA MAE JONES JACKSON. BLAINE JACKSON sustained significant damages, including but not limited to mental anguish, grief, anxiety, loss of love, loss of affection, loss of society, loss of companionship and loss of consortium, as a result of the wrongful death of IDA MAE JONES JACKSON. BLAINE JACKSON is a citizen and resident of the State of Texas.

13. Plaintiff RUSSELL JONES is a natural/biological child and legal heir of IDA MAE JONES JACKSON, and is a proper party to bring this complaint individually and on behalf of his deceased mother IDA MAE JONES JACKSON. RUSSELL JONES sustained significant damages, including but not limited to mental anguish, grief, anxiety, loss of love, loss of affection, loss of society, loss of companionship and loss of consortium, as a result of the wrongful death of IDA MAE JONES JACKSON. RUSSELL JONES is a citizen and resident of the State of Louisiana.

14. Plaintiff (through representation) IDA MAE JONES JACKSON is now deceased, but at all relevant times was a resident of the State of Louisiana and began taking INVOKANA on or about February 2, 2015 and continued to use INVOKANA until February 2016. As a result of her use of INVOKANA, IDA MAE JONES JACKSON sustained severe injuries and conditions (including but not limited to diabetic ketoacidosis, severe kidney damage, heart problems, and stroke) and eventually died. IDA MAE JONES JACKSON at all material times

herein was prescribed, purchased and used INVOKANA in Louisiana and within this district, and she sustained her severe injuries in Louisiana and within this district.

15. Defendant JANSSEN is a Pennsylvania corporation with its principal place of business at 1125 Trenton Harbourton Road, Titusville, New Jersey, and is a wholly owned subsidiary of Defendant JOHNSON & JOHNSON. JANSSEN is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling marketing, and introducing into interstate commerce (including into Louisiana and this District), either directly or indirectly through third parties or related entities, its products, including the prescription drug INVOKANA.

16. Defendant JOHNSON & JOHNSON is a New Jersey corporation with its principal place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey. JOHNSON & JOHNSON is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling marketing, and introducing into interstate commerce (including into Louisiana and this District), either directly or indirectly through third parties or related entities, its products, including the prescription drug INVOKANA.

17. Defendant TANABE is a Japanese corporation with its principal place of business at 3-2-10, Dosho-machi, Chuo-ku, Osaka 541-8505, Japan. TANABE is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate commerce (including into Louisiana and this District), either directly or indirectly through third parties or related entities, its products, including the prescription drug INVOKANA.

ADDITIONAL FACTUAL BACKGROUND AND CLAIMS

18. Defendant TANABE, in collaboration with Defendant JOHNSON & JOHNSON, designed and developed the diabetes drug, INVOKANA.

19. Defendant JANSSEN, a wholly owned subsidiary of JOHNSON & JOHNSON, acquired the marketing rights to INVOKANA in North America, and marketed, advertised, distributed, and sold INVOKANA in the United States, including in the State of Louisiana.

20. INVOKANA is one of Defendants' top selling drugs, with sales of $278 million in just the first quarter of 2015.

21. In March 2013, the United States Food and Drug Administration ("FDA") approved Defendants' compound INVOKANA (*canagliflozin*) for the treatment of type 2 diabetes.

22. *Canagliflozin* is a member of the *gliflozin* class of pharmaceuticals, also known as sodium-glucose cotransporter 2 ("SGLT2") inhibitors, and is marketed in the United States by Defendants under the name INVOKANA.

23. SGLT2 inhibitors, including INVOKANA, primarily are used for treating type 2 diabetes. INVOKANA was the first SGLT2 inhibitor approved for use by the FDA.

24. SGLT2 inhibitors, including INVOKANA, are designed to inhibit renal glucose reabsorption with the goal of lowering blood glucose. As a result, excess glucose is not metabolized, but instead is excreted through the kidneys of a population of consumers already at risk for kidney disease.

25. Though INVOKANA is indicated for only improved glycemic control in type 2 adult diabetics, Defendants have marketed and continue to market INVOKANA for off label

purposes, including but not limited to weight loss, reduced blood pressure, and improved glycemic control in type 1 diabetics.

26. Since INVOKANA's release, the FDA has received a significant number of reports of severe kidney damage among users of INVOKANA.

27. An analysis of the FDA adverse event database shows that patients taking INVOKANA are several times more likely to report severe kidney damage than those taking non-SGLT2 diabetes drugs to treat diabetes.

28. Despite Defendants' knowledge of the increased risk of severe injury among INVOKANA users, Defendants did not warn patients but instead continued to defend INVOKANA, mislead physicians and the public, and minimize unfavorable findings.

29. Consumers, including Plaintiff, who have used INVOKANA for treatment of diabetes, have several alternative safer products available to treat the conditions.

30. Defendants knew of the significant risk of kidney damage caused by ingestion of INVOKANA. However, Defendants did not adequately and sufficiently warn consumers, including Plaintiff, or the medical community of the severity such risks.

31. To the contrary, Defendants conducted nationwide sales and marketing campaigns to promote the sale of INVOKANA and willfully deceived Plaintiff, his health care professionals, the medical community, and the general public as to the health risks and consequences of the use of the INVOKANA.

32. As a direct result of defendants actions and inactions outlined herein, IDA JACKSON, in or about July 2014, was prescribed and began taking INVOKANA, primarily to treat diabetes.

33. Thereafter, IDA JACKSON consistently ingested and used INVOKANA as prescribed and in a foreseeable manner.

34. The INVOKANA used by IDA JACKSON was provided to her in a condition substantially the same as the condition in which it was manufactured and sold.

35. IDA JACKSON agreed to initiate treatment with INVOKANA in an effort to reduce her blood sugar. In doing so, IDA JACKSON and IDA JACKSON's treating/prescribing physicians relied on claims made by Defendants that INVOKANA was safe and effective for the treatment of diabetes.

36. Instead, INVOKANA can cause severe injuries, including diabetic ketoacidosis, heart problems, severe kidney damage, stroke and death.

37. After beginning treatment with INVOKANA, and as a direct and proximate result thereof, IDA JACKSON suffered diabetic ketoacidosis, heart problems, kidney damage stroke, and eventual death.

38. Defendants knew or should have known the risks associated with the use of INVOKANA, including the risk of developing diabetic ketoacidosis and severe kidney damage.

39. The development of the injuries at issue herein were preventable and resulted directly from Defendants' failure and refusal to conduct proper safety studies, failure to properly assess and publicize alarming safety signals, suppression of information revealing serious and life- threatening risks, willful and wanton failure to provide adequate instructions, and willful misrepresentations concerning the nature and safety of INVOKANA. This conduct and the product defects complained of herein were substantial factors in bringing about and exacerbating IDA JACKSON's injuries and the damage to IDA JACKSON's family and children (plaintiffs herein).

40. IDA JACKSON's injuries and the damage to IDA JACKSON's family and children (plaintiffs herein) were a reasonably foreseeable consequence of Defendants' conduct and INVOKANA's defects.

41. At all times material hereto, Defendants, by and through their agents, servants and employees, negligently, recklessly and carelessly marketed, distributed and sold INVOKANA without adequate instructions or warning of its serious side effects and unreasonably dangerous risks.

42. IDA JACKSON, would not have used INVOKANA and IDA JACKSON's treating/prescribing physicians would not have prescribed her INVOKANA had Defendants properly disclosed and/or warned about the risks associated with the drug and/or had Defendants. Thus, had Defendants properly disclosed the risks associated with INVOKANA, IDA JACKSON, would have avoided the risk of developing the injuries complained of herein by not ingesting INVOKANA and/or by not taking INVOKANA as she did.

43. Defendants, through their affirmative misrepresentations and omissions, actively concealed from IDA JACKSON, and from IDA JACKSON's treating/prescribing physicians the true and significant risks associated with taking INVOKANA.

44. As a result of Defendants' actions, IDA JACKSON and her treating/prescribing physicians were unaware, and could not reasonably have known or learned through reasonable diligence, that IDA JACKSON had been exposed to the risks identified herein, and that those risks were the direct and proximate result of Defendants' acts, omissions, and misrepresentations.

45. Had Defendants provided the proper warnings to IDA JACKSON and her treating/prescribing physicians, IDA JACKSON's treating/prescribing physicians would not

have prescribed her the drug at issue, and she would not have been injured. Moreover, had Defendants provided the proper warnings to IDA JACKSON and her treating/prescribing physicians, IDA JACKSON would not have sustained the injuries at issue herein.

46. As a direct and proximate result of Defendants' negligence, wrongful conduct, as well as the improper warnings and unreasonably dangerous and defective characteristics of INVOKANA: IDA MAE JONES JACKSON, suffered serious physical injuries (including but not limited to diabetic ketoacidosis, severe kidney damage, heart problems, and stroke) and mental injuries, and ultimately died.

47. As a direct and proximate result of Defendants' negligence, wrongful conduct, as well as the improper warnings and unreasonably dangerous and defective characteristics of INVOKANA: Plaintiffs, CASSANDRA JACKSON, TONI E. JONES, KIMBERLY PAYNE, BLAINE JACKSON, and RUSSELL JONES have suffered mental anguish, grief, anxiety, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses due to the injuries and untimely death of their mother.

COUNT I
CONSTRUCTION OR COMPOSITION DEFECT UNDER LA. R.S. 9:2800.55

48. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

49. At all times material to this action, Defendants were engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling INVOKANA.

50. At all times material to this action, INVOKANA was expected to reach, and did reach, consumers in the State of Louisiana and throughout the United States, including IDA JACKSON, without substantial change in the condition in which it was sold.

51. At all times material to this action, INVOKANA was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways which include, but at not limited to, one or more of the following:

a. When placed in the stream of commerce, INVOKANA contained manufacturing defects which rendered the subject product unreasonably dangerous;

b. The subject product's manufacturing defects occurred while the product was in the possession and control of Defendants;

c. The subject product was not made in accordance with Defendants' specifications or performance standards; and

d. The subject product's manufacturing defects existed before it left the control of Defendants.

52. The subject product manufactured and/or supplied by Defendants was defective in construction or composition in that, when it left Defendants' hands, it deviated in a material way from Defendants' manufacturing performance standards and/or it differed from otherwise identical products manufactured to the same design formula. In particular, the product is not safe, has numerous and serious side effects, and causes severe and permanent injuries including, but not limited to, diabetic ketoacidosis, severe kidney damage, heart problems, stroke and death – all of which IDA JACKSON suffered from herein. IDA JACKSON's children/heirs (plaintiffs herein) have suffered consequential damages as outlined herein. The product was unreasonably dangerous in construction or composition as provided by La. R.S. 9:2800.55.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT II
DESIGN DEFECT UNDER LA. R.S. 9:2800.56

53. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

54. INVOKANA is defective in its design or formulation in that it is not reasonably fit, suitable, or safe for its intended purpose and/or its foreseeable risks exceed the benefits associated with its design and formulation. The subject product was unreasonably dangerous in design as provided by La. R.S. 9:2800.56.

55. At all times material to this action, INVOKANA was expected to reach, and did reach, consumers in the State of Louisiana and throughout the United States, including IDA JACKSON, without substantial change in the condition in which it was sold.

56. At all times material to this action, INVOKANA was designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendants in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways which include, but are not limited to, one or more of the following:

a. When placed in the stream of commerce, INVOKANA contained unreasonably dangerous design defects and was not reasonably safe as intended to be used, subjecting IDA JACKSON, to risks that exceeded the benefits of the subject product, including, but not limited to, permanent personal injuries including, but not limited to, developing diabetic ketoacidosis, stroke, heart attack, severe kidney damage, and/or other serious injuries and side effects;

b. When placed in the stream of commerce, INVOKANA was defective in design and formulation, making the use of INVOKANA more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other medications and similar drugs on the market to treat type 2 diabetes;

c. The design defects of INVOKANA existed before it left the control of Defendants;

d. INVOKANA was insufficiently and inadequately tested;

e. INVOKANA caused harmful side effects that outweighed any potential utility; and

f. INVOKANA was not accompanied by adequate instructions and/or warnings to fully apprise users, consumers, physicians and/or prescribers, including IDA JACKSON and IDA JACKSON's treating/prescribing physicians, of the full nature and extent of the risks and side effects associated with its use, thereby rendering Defendants liable to Plaintiffs.

57. In addition, at the time the subject product left the control of Defendants, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of IDA JACKSON's injuries (and eventual death) without impairing the reasonably anticipated or intended function of the product. These safer alternative designs were economically and technologically feasible and would have prevented IDA JACKSON's injuries and/or death without substantially impairing the product's utility. IDA JACKSON's children/heirs (plaintiffs herein) have also suffered consequential damages as outlined herein.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT III
INADEQUATE WARNING UNDER LA. R.S. 9:2800.57

58. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

59. INVOKANA was defective and unreasonably dangerous when it left the possession of Defendants in that it contained warnings insufficient to alert consumers, users and physicians/prescribers, including IDA JACKSON and IDA JACKSON's treating/prescribing physicians, of the dangerous risks and reactions associated with the subject product, including but not limited to its propensity to permanent physical injuries including, but not limited to, developing diabetic ketoacidosis, stroke, heart attack, severe kidney damage, and other serious injuries, side effects, and death; notwithstanding Defendants' knowledge of an increased risk of these injuries and side effects over other forms of treatment for type 2 diabetes. Thus, the subject product was unreasonably dangerous because an adequate warning was not provided as provided pursuant to La. R.S. 9:2800.57.

60. The subject product manufactured and supplied by Defendants was defective due to inadequate post-marketing warnings or instructions because, after Defendants knew or should have known of the risk of serious bodily harm from the use of the subject product, Defendants failed to provide an adequate warning to consumers and/or their health care providers of the defects of the product, and/or alternatively failed to conform to federal and/or state requirements for labeling, warnings and instructions, or recall, while knowing that the product could cause serious injury and/or death.

61. IDA JACKSON, was prescribed and used the subject product for its intended purpose, and neither she nor her treating/prescribing physicians could have discovered the relevant defects in the subject product through the exercise of reasonable care.

62. Defendants, as manufacturers and/or distributors of the subject prescription product, are held to the level of knowledge of an expert in the field. Defendants, the manufacturers and/or distributors of the subject prescription product, are held to a level of knowledge of an expert in the field as the Reference Listed Drug Company and the New Drug Application Holder.

63. Defendants had a continuing duty to warn users (including IDA JACKSON) and physicians/prescribers (including IDA JACKSON's treating/prescribing physicians) of all of the known dangers associated with the subject product, including but not limited to diabetic ketoacidosis, stroke, heart attack, severe kidney damage and/or death from same.

64. Plaintiff, IDA JACKSON, individually and through her treating/prescribing physicians, reasonably relied upon the skill, superior knowledge, and judgment of Defendants, particularly as same related to the warnings regarding Defendants' product at issue herein.

65. The warnings that were given by Defendants regarding INVOKANA were not accurate, clear, and/or were ambiguous. The warnings that were given by Defendants failed to properly warn users (including IDA JACKSON) and physicians/prescribers (including IDA JACKSON's treating/prescribing physicians) of the increased risks of permanent physical injuries including, but not limited to, diabetic ketoacidosis, stroke, heart attack, severe kidney damage and/or death from same.

66. Defendants failed to properly warn users, consumers and physicians/prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of the

dangers, risks and/or likelihood of developing diabetic ketoacidosis, stroke, heart attack, severe kidney damage and/or death from use of INVOKANA.

67. Defendants also failed to properly warn users, consumers and physicians/ prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of the importance of properly monitoring patients using INVOKANA to identify and/or prevent these conditions (e.g., diabetic ketoacidosis, stroke, heart attack, severe kidney damage and/or death).

68. If defendants had properly warned users, consumers and physicians/prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of these INVOKANA-related dangers and risks, and/or if defendants had properly warned users, consumers and physicians/prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of the importance of properly monitoring patients using INVOKANA, IDA JACKSON would not have purchased or used INVOKANA, would not have contracted diabetic ketoacidosis, stroke, heart attack, and/or severe kidney damage, and would not have died.

69. If defendants had properly warned users, consumers and physicians/prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of these INVOKANA-related dangers and risks, and/or if defendants had properly warned users, consumers and physicians/prescribers (including IDA JACKSON and IDA JACKSON's treating/prescribing physicians) of the importance of properly monitoring patients using INVOKANA, IDA JACKSON's treating/prescribing physicians would not have prescribed INVOKANA to IDA JACKSON, would not have allowed IDA JACKSON to take INVOKANA as she did, and IDA JACKSON would not have contracted diabetic ketoacidosis, stroke, heart

attack, and/or severe kidney damage, and would not have died. IDA JACKSON's children/heirs (plaintiffs herein) have also suffered consequential damages as outlined herein.

WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT IV
BREACH OF EXPRESS WARRANTY UNDER LA. R.S. 9:2800.58

70. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

71. Defendants expressly represented to IDA JAKCSON, IDA JAKCSON's treating/prescribing physicians, other consumers, and the medical community that INVOKANA was safe and fit for its intended purposes, was of merchantable quality, did not produce any dangerous side effects, and had been adequately tested.

72. INVOKANA does not conform to its/Defendants' express representations because it is not safe, has numerous and serious side effects, and causes severe and permanent injuries, including, but not limited to, developing diabetic ketoacidosis, stroke, heart attack, and severe kidney damage, and other serious injuries and side effects.

73. At the time of the making of the express warranties, Defendants knew, or in the exercise of reasonable care should have known, of the purpose for which the subject product was to be used and warranted the same to be, in all respects, fit, safe, and effective and proper for such purpose. The subject product was unreasonably dangerous because it failed to conform to an express warranty of Defendants as provided by La. R.S. 9:2800.58.

74. At the time of the making of the express warranties, Defendants knew or should have known that, in fact, said representations and warranties were false, misleading, and untrue

in that the subject product was not safe and fit for its intended use and, in fact, produces serious injuries to the user.

75. At all relevant times INVOKANA did not perform as safely as an ordinary consumer would expect, when used as intended or in a reasonably foreseeable manner.

76. IDA JACKSON, IDA JAKCSON's treating/prescribing physicians, other consumers, and the medical community relied upon INVOKANA's/Defendants' express warranties and/or representations. IDA JACKSON purchased and/or used INVOKANA as a result of its/Defendants' express warranties and/or representations, and IDA JAKCSON's treating/prescribing physicians prescribed INVOKANA to Ms. JACKSON as a result of its/Defendants' express warranties and/or representations. Moreover, because INVOKANA did not conform to its/Defendants' express warranties and/or representations, IDA JACKSON developing diabetic ketoacidosis, stroke, heart attack, and/or severe kidney damage, and eventually died. IDA JACKSON's children/heirs (plaintiffs herein) have also suffered consequential damages as outlined herein.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT V
REDHIBITION

77. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

78. The subject product contains a vice or defect which renders it useless or its use so dangerous that buyers, including IDA JACKSON, would not have purchased it.

79. Defendants sold and promoted INVOKANA, which Defendants placed into the stream of commerce. Under Louisiana law, the seller warrants the buyer against redhibitory defects, or vices, in the thing sold. La. C.C. art. 2520. The subject product sold and promoted by Defendants possesses a redhibitory defect because it was not manufactured and marketed in accordance with industry standards and/or is unreasonably dangerous, as described above, which renders the subject product useless or so inconvenient that it must be presumed that a buyer would not have bought the subject product had he known of the defect. Pursuant to La. C.C. art. 2520, Plaintiff is entitled to obtain a rescission of the sale of the subject product.

80. The subject product alternatively possesses a redhibitory defect because the subject product was not manufactured and marketed in accordance with industry standards and/or is unreasonably dangerous, as described above, which diminishes the value of the subject product so that it must be presumed that a buyer would still have bought it but for a lesser price. In this instance, Plaintiffs are entitled to a reduction of the purchase price.

81. Defendants are liable as a bad faith seller for selling a defective product with knowledge of the defect, and thus, are liable to Plaintiffs for the price of the subject product, with interest from the purchase date, as well as reasonable expenses occasioned by the sale of the subject product and attorneys' fees. As the manufacturer of the subject product, under Louisiana law, Defendants are deemed to know that INVOKANA possessed a redhibitory defect. La. C.C. art. 2545.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT VI
BREACH OF WARRANTY OF FITNESS FOR ORDINARY USE

82. Plaintiffs restates the allegations set forth above as if fully rewritten herein.

83. In addition to warranting against redhibitory defects, Defendants warrant, as a matter of law, that the subject product is reasonably fit for its ordinary and intended use. La. C.C. art. 2524.

84. The subject product is not safe, has numerous and serious side effects and causes severe and permanent injuries including, but not limited to, developing cardiovascular disease and other serious injuries and side effects. As a result, INVOKANA is unfit and inherently dangerous for ordinary use.

85. As a direct and proximate result of Defendants' actions, IDA JACKSON suffered diabetic ketoacidosis, heart problems, kidney problems, stroke, and eventual death. IDA JACKSON's children/heirs (plaintiffs herein) also suffered and will continue to suffer other losses and damages, including, but not limited to: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT VII
NEGLIGENCE

86. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

87. Defendants directly or indirectly caused INVOKANA to be sold, distributed, packaged, labeled, marketed, promoted, and/or used by Plaintiff, Ida Jackson.

88. The Defendants owed IDA JACKSON, and other consumers a duty to exercise reasonable care when designing, manufacturing, marketing, advertising, distributing, and selling INVOKANA, including the duty to take all reasonable steps necessary to ensure the product was not unreasonably dangerous to its consumers and users, and to warn IDA JACKSON, IDA JACKSON's treating/prescribing physicians, other consumers, and the medical community of the dangers associated with INVOKANA.

89. At all times material hereto, Defendants had actual knowledge, or in the alternative, should have known through the exercise of reasonable and prudent care, of the hazards and dangers of INVOKANA.

90. Defendants had a duty to disclose to health care professionals the causal relationship or association of INVOKANA to the development of IDA JACKSON's injuries and death.

91. Defendants' duty of care owed to consumers, health care professionals, and patients included providing accurate information concerning: (1) the clinical safety and effectiveness profiles of INVOKANA, and (2) appropriate, complete, and accurate warnings concerning the adverse effects of INVOKANA, including the injuries suffered by IDA JACKSON.

92. During the time that Defendants designed, manufactured, packaged, labeled, promoted, distributed, and/or sold INVOKANA, Defendants knew, or in the exercise of reasonable care should have known, that their product was defective, dangerous, and otherwise harmful to IDA JACKSON.

93. Defendants knew, or in the exercise of reasonable care should have known, that the use of INVOKANA could cause or be associated with IDA JACKSON's injuries and death and thus created a dangerous and unreasonable risk of injury to users of the products.

94. Defendants knew that many health care professionals were prescribing INVOKANA, and that many patients developed serious side effects including but not limited to diabetic ketoacidosis and severe kidney damage.

95. Defendants breached their duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, marketing, supplying, promotion, marketing, advertisement, packaging, sale, testing, quality assurance, quality control, sale, and distribution of INVOKANA in interstate commerce, in that Defendants knew and had reason to know that a consumer's use and ingestion of INVOKANA created a significant risk of suffering unreasonably dangerous health related side effects, including IDA JACKSON's injuries and death, and failed to prevent or adequately warn of the severity of these risks and injuries.

96. Defendants were further negligent in that they manufactured and produced a defective product containing *canagliflozin*, knew and were aware of the defects inherent in the product, failed to act in a reasonably prudent manner in designing, testing, and marketing the products, and failed to provide adequate warnings of the product's defects and risks.

97. The Defendants' failed to exercise due care under the circumstances, and their negligence includes the following acts and omissions:

a. failing to properly and thoroughly test INVOKANA before releasing the drug to market;

b. failing to properly and thoroughly analyze the data resulting from the pre-marketing tests of INVOKANA;

c. failing to conduct sufficient post-market testing and surveillance of INVOKANA;

d. designing, manufacturing, marketing, advertising, distributing, and selling INVOKANA to consumers, including IDA JACKSON, without an adequate warning of the significant and dangerous risks of INVOKANA and without proper instructions to avoid foreseeable harm;

e. failing to accompany their product with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of INVOKANA and the comparative severity of such adverse effects;

f. failing to provide warnings, instructions or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with the severity of INVOKANA's effect on renal function;

g. failing to adequately warn users, consumers, and physicians about the need to monitor renal function in patients that do not already suffer from renal impairment;

h. failing to exercise due care when advertising and promoting INVOKANA; and

i. negligently continuing to manufacture, market, advertise, and distribute INVOKANA after the Defendants knew or should have known of its adverse effects.

98. Defendants knew and/or should have known that it was foreseeable that consumers such as Plaintiff would suffer injuries as a result of Defendants' failure to exercise ordinary care in the manufacturing, marketing, labeling, distribution and sale of INVOKANA.

99. IDA JACKSON and IDA JACKSON's treating/prescribing physicians did not know the nature and extent of the injuries that could result from ingestion and use of INVOKANA.

100. Defendants' negligence was the proximate cause of the injuries, harm, and economic losses that IDA JACKSON and Plaintiffs suffered, and will continue to suffer, as described herein.

101. Defendants' conduct, as described above, was reckless. Defendants' actions and inaction risked the lives of consumers and users of their products, including IDA JACKSON.

102. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, heart problems, kidney problems, stroke and eventual death. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT VIII
BREACH OF IMPLIED WARRANTY

103. Plaintiffs restates the allegations set forth above as if fully rewritten herein.

104. Defendants manufactured, distributed, advertised, promoted, and sold INVOKANA.

105. At all relevant times, Defendants knew of the use for which INVOKANA was intended, and impliedly warranted the product to be of merchantable quality and safe and fit for such use.

106. Defendants were aware that consumers, including Plaintiff, would use INVOKANA for treatment of type 2 diabetes and for other purposes, including but not limited to weight loss, and reduced blood pressure.

107. INVOKANA was neither safe for its intended use nor of merchantable quality, as impliedly warranted by Defendants, in that INVOKANA has dangerous propensities when used as intended and can cause serious injuries, including stroke, heart attack, ketoacidosis, severe kidney damage, and death.

108. At all relevant times, Defendants intended that INVOKANA be used in the manner used by IDA JACKSON and IDA JACKSON's treating/prescribing physicians, and Defendants impliedly warranted it to be of merchantable quality, safe, and fit for such use, despite the fact that INVOKANA was not adequately tested.

109. Defendants were aware that consumers, users and the medical community, including IDA JACKSON and IDA JACKSON's treating/prescribing physicians, would use INVOKANA as marketed by Defendants. As such, IDA JACKSON was a foreseeable user of INVOKANA.

110. Upon information and belief, IDA JACKSON and/or her treating/prescribing physicians were at all relevant times in privity with Defendants.

111. INVOKANA was dangerous and defective when Defendants placed it into the stream of commerce because of its propensity to cause IDA JACKSON's injuries.

112. IDA JACKSON and the medical community reasonably relied upon the judgment and sensibility of Defendants to sell INVOKANA only if it was indeed of merchantable quality and safe and fit for its intended use.

113. Defendants breached their implied warranty to consumers, including IDA JACKSON. INVOKANA was not of merchantable quality, nor was it safe and fit for its intended use.

114. IDA JACKSON and IDA JACKSON's treating/prescribing physicians reasonably relied upon Defendants' implied warranty for INVOKANA when prescribing and ingesting INVOKANA.

115. IDA JACKSON's use of INVOKANA was as prescribed and in a foreseeable manner as intended, recommended, promoted, and marketed by Defendants.

116. INVOKANA was expected to reach and did in fact reach consumers, including IDA JACKSON, without substantial change in the condition in which it was manufactured and sold by Defendants.

117. Defendants breached the warranties of merchantability and fitness for its particular purpose because INVOKANA was unduly dangerous and caused undue injuries, including IDA JACKSON's injuries.

118. The harm caused by INVOKANA far outweighed its alleged benefit, rendering INVOKANA more dangerous than an ordinary consumer or health care professional would expect and more dangerous than alternative products.

119. Neither IDA JACKSON nor IDA JACKSON's treating/prescribing physicians reasonably could have discovered or known of the risk of serious injury and death associated with INVOKANA.

120. Defendants' breach of these implied warranties caused IDA JACKSON's injuries and death as well as the consequential damages to IDA JACKSON's children/heirs (plaintiffs herein).

121. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, heart problems, kidney problems and stroke, ultimately resulting in death. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for all possible damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT IX
FRAUDULENT MISREPRESENTATION

122. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

123. Defendants made fraudulent misrepresentations with respect to INVOKANA in the following particulars:

a. Defendants represented through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that INVOKANA had been tested and found to be safe and effective for the treatment of diabetes; and

b. Upon information and belief, Defendants represented that INVOKANA was safer than other alternative medications.

124. Defendants knew that their representations were false, yet they willfully, wantonly, and recklessly disregarded their obligation to provide truthful representations regarding the safety and risk of INVOKANA to IDA JACKSON, other consumers, IDA JACKSON's physicians, and the medical community.

125. The representations were made by the Defendants with the intent that doctors and patients, including IDA JACKSON and her physicians, rely upon them.

126. Defendants' representations were made with the intent of defrauding and deceiving IDA JACKSON, other consumers, IDA JACKSON's physicians, and the medical community to induce and encourage the sale of INVOKANA.

127. IDA JACKSON, her doctors, and others relied upon these representations.

128. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, severe kidney damage, stroke and premature death. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the

enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT X
NEGLIGENT MISREPRESENTATION

129. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

130. Defendants owed a duty in all of their undertakings, including the dissemination of information concerning INVOKANA, to exercise reasonable care to ensure they did not create unreasonable risks of personal injury to others.

131. Defendants disseminated to health care professionals and consumers — through published labels, marketing materials, and otherwise — information that misrepresented the properties and effects of INVOKANA with the intention that health care professionals and consumers would rely upon that information in their decisions concerning whether to prescribe or ingest INVOKANA.

132. Defendants, as the designers, manufacturers, sellers, promoters, and/or distributors of INVOKANA, knew or reasonably should have known that health care professionals and consumers of INVOKANA rely on information disseminated and marketed to them regarding the product when weighing the potential benefits and potential risks of prescribing or ingesting INVOKANA.

133. Defendants failed to exercise reasonable care to ensure that the information they disseminated to health care professionals and consumers concerning the properties and effects of

INVOKANA were accurate, complete, and not misleading. As a result, Defendants disseminated information to health care professionals and consumers that was negligently and materially inaccurate, misleading, false, and unreasonably dangerous to consumers such as Plaintiff.

134. Defendants, as designers, manufacturers, sellers, promoters, and/or distributors of INVOKANA, knew or reasonably should have known that health care professionals would write prescriptions for INVOKANA in reliance on the information disseminated by Defendants, and that the patients receiving prescriptions for INVOKANA would be placed in peril of developing serious and potential life threatening injuries if the information disseminated by Defendants and relied upon was materially inaccurate, misleading, or otherwise false.

135. From the time INVOKANA was first tested, studied, researched, evaluated, endorsed, manufactured, marketed, and distributed, and up to the present, Defendants failed to disclose material facts regarding the safety of INVOKANA. Defendants made material misrepresentations to Plaintiff, her health care professionals, the healthcare community, and the general public, including:

a. stating that INVOKANA had been tested and found to be safe and effective for the treatment of diabetes;

b. concealing, misrepresenting, and actively downplaying the severe and life-threatening risks of harm to users of INVOKANA, when compared to comparable or superior alternative drug therapies; and

c. misrepresenting INVOKANA's risk of unreasonable, dangerous, adverse side effects.

136. Defendants made the foregoing representations without any reasonable ground for believing them to be true.

137. These representations were made directly by Defendants, their sales representative, and other authorized agents, and in publications and other written materials directed to health care professionals, medical patients, and the public.

138. Defendants made these representations with the intent to induce reliance thereon, and to encourage the prescription, purchase, and use of INVOKANA.

139. Defendants had a duty to accurately and truthfully represent to medical professionals and consumers, including Plaintiff, the truth regarding Defendants' claims that INVOKANA had been tested and found to be safe and effective for treating diabetes.

140. The misrepresentations made by Defendants, in fact, were false and known by Defendants to be false at the time the misrepresentations were made.

141. Defendants failed to exercise ordinary care in making their representations concerning INVOKANA and in the manufacture, sale, testing, quality assurance, quality control, and distribution in interstate commerce of INVOKANA.

142. Defendants engaged in a nationwide marketing campaign, over-promoting INVOKANA in written marketing literature, in written product packaging, and in direct-to-consumer advertising via written and internet advertisements and television commercial ads. Defendants' over-promotion was undertaken by touting the safety and efficacy of INVOKANA while concealing, misrepresenting, and actively downplaying the serious, severe, and life- threatening risks of harm to users of INVOKANA, when compared to comparable or superior alternative drug therapies. Defendants negligently misrepresented INVOKANA's risk of unreasonable and dangerous adverse side effects.

143. Defendants' conduct, as described above, was reckless. Defendants risked the lives of consumers and users of INVOKANA, including IDA JACKSON. Defendants had knowledge

of the safety problems and suppressed this knowledge from the general public. Defendants made conscious decisions not to redesign, re-label, adequately warn, or inform the unsuspecting public. Defendants' reckless conduct warrants an award of punitive damages.

144. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, severe kidney damage, stroke and eventual death. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT XI
NEGLIGENT DESIGN

145. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

146. At all relevant times, Defendants owed a duty to consumers, including IDA JACKSON and her health care professionals, to exercise reasonable care in the design of INVOKANA.

147. Defendants negligently and carelessly breached this duty of care to IDA JACKSON because INVOKANA was and is unreasonably defective in design as follows:

a. INVOKANA unreasonably increased the risks of developing IDA JACKSON's injuries as complained of herein;

b. INVOKANA was not reasonably safe as intended to be used;

c. INVOKANA was more dangerous than an ordinary consumer would expect and more dangerous than other risks associated with like products;

d. INVOKANA contained insufficient, incorrect, and defective warnings in that it failed to alert health care professionals and users, including IDA JACKSON, of the severity of the risks of adverse effects;

e. INVOKANA was not safe for its intended use;

f. INVOKANA was not adequately tested; and/or

g. INVOKANA's risks exceeded any benefit of the drug;

148. Defendants' INVOKANA was expected to, and did, reach the intended consumers, handlers and persons coming into contact with the drug without substantial change in the condition in which it was researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendants.

149. At all times relevant hereto, INVOKANA was manufactured, designed and labeled in an unsafe, defective and inherently dangerous condition, which was dangerous for use by the public and in particular by IDA JACKSON.

150. Defendants had a duty to create a product that was not unreasonably dangerous for its normal, common intended use.

151. IDA JACKSON used INVOKANA for its intended purposes and in a manner normally intended: to primarily treat diabetes.

152. The harm caused by INVOKANA far outweighed the benefits, rendering the INVOKANA more dangerous and less effective than an ordinary consumer or health care professionals would expect and more dangerous than alternative products. Defendants could have designed INVOKANA to make it less dangerous. When Defendants manufactured the

INVOKANA, the state of the industry's scientific knowledge was such that a less risky design was attainable.

153. At the time INVOKANA left Defendants' control, there was a practical, technically feasible, and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of INVOKANA. This was demonstrated by the existence of other diabetes medications that had a more established safety profile and a considerably lower risk profile.

154. IDA JACKSON could not, in the reasonable exercise of care, have discovered the defects of INVOKANA and perceived its danger.

155. The defects in INVOKANA were substantial contributing factors in causing IDA JACKSON's injuries and premature death. But for Defendants' acts and omissions, IDA JACKSON would not have suffered the injuries complained of herein.

156. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, severe kidney damage, other related health complications, and premature death. In addition, IDA JACKSON incurred medical and related expenses. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT XII
FRAUDULENT CONCEALMENT

157. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

158. Throughout the relevant time period, Defendants knew that INVOKANA was defective and unreasonably unsafe for its intended purpose, and intentionally and willfully failed to disclose and/or suppressed information regarding the true nature of the risks of use of INVOKANA.

159. Defendants fraudulently concealed information with respect to INVOKANA in the following particulars:

a. Defendants represented through their labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that INVOKANA was safe and fraudulently withheld and concealed information about the severity of the substantial risks of using INVOKANA; and

b. Upon information and belief, Defendants represented that INVOKANA was safer than other alternative medications and fraudulently concealed information which demonstrated that INVOKANA was not safer than alternatives available on the market.

160. Defendants were under a duty to IDA JACKSON to disclose and warn of the defective and dangerous nature of INVOKANA because:

a. Defendants had sole access to material facts concerning, and unique and special expertise regarding, the dangers and unreasonable risks of INVOKANA;

b. Defendants knowingly made false claims and omitted important information about the safety and quality of INVOKANA in the documents and marketing materials Defendants provided to physicians and the general public; and

c. Defendants fraudulently and affirmatively concealed the defective and dangerous nature of INVOKANA from IDA JACKSON.

161. As the designers, manufacturers, sellers, promoters, and/or distributors of INVOKANA, Defendants had unique knowledge and special expertise regarding INVOKANA. This placed them in a position of superiority and influence over IDA JACKSON and her healthcare providers. As such, IDA JACKSON and her healthcare providers reasonably placed their trust and confidence in Defendants and in the information disseminated by Defendants.

162. The facts concealed or not disclosed by Defendants to IDA JACKSON were material facts that a reasonable person would have considered to be important in deciding whether or not to purchase or use INVOKANA.

163. The concealment and/or non-disclosure of information by Defendants about the severity of the risks caused by INVOKANA was intentional, and the representations made by Defendants were known by them to be false.

164. The concealment of information and the misrepresentations about INVOKANA were made by Defendants with the intent that doctors and patients, including IDA JACKSON, rely upon them so that IDA JACKSON would request and purchase INVOKANA and his health care providers would prescribe and recommend INVOKANA.

165. IDA JACKSON, her doctors, and others reasonably relied on Defendants' representations and were unaware of the substantial risk posed by INVOKANA.

166. Had Defendants not concealed or suppressed information regarding the severity of the risks of INVOKANA, IDA JACKSON and her physicians would not have prescribed or ingested the drug.

167. Defendants, by concealment or other action, intentionally prevented IDA JACKSON and her health care professionals from acquiring material information regarding the lack of safety of INVOKANA, thereby preventing IDA JACKSON from discovering the truth. As such, Defendants are liable for fraudulent concealment.

168. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, severe kidney damage, other related health complications, and premature death. IDA JACKSON incurred medical and related expenses. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT XIII
FRAUD

169. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

170. Defendants intentionally, willfully, and knowingly, fraudulently misrepresented to IDA JACKSON, her prescribing health care professionals, the health care industry, and consumers that INVOKANA had been adequately tested in clinical trials and was found to be safe and effective as a diabetes treatment.

171. Defendants knew or should have known at the time they made their fraudulent misrepresentations that their material misrepresentations and omissions were false regarding the

dangers and risk of adverse health events associated with use of INVOKANA. Defendants made their fraudulent misrepresentations willfully, wantonly, and with reckless disregard and depraved indifference for the safety and well-being of the users of INVOKANA, such as IDA JACKSON.

172. Defendants' fraudulent misrepresentations were made with the intent of defrauding and deceiving the health care industry and consumers, including IDA JACKSON and her prescribing health care professionals, so as to induce them to recommend, prescribe, dispense, or purchase INVOKANA, despite the risk of severe life threatening injury, which Defendants knew were caused by the products.

173. Defendants fraudulently and intentionally concealed material information, as aforesaid. Defendants knew that INVOKANA was defective and unreasonably unsafe for its intended purpose and intentionally failed to disclose information regarding the true nature of the product's risks.

174. Defendants fraudulently and intentionally failed to disclose and warn of the severity of the injuries described herein, which were known by Defendants to result from use of INVOKANA.

175. Defendants fraudulently and intentionally suppressed information about the severity of the risks and injuries associated with INVOKANA from physicians and patients, including IDA JACKSON and her prescribing physicians, used sales and marketing documents that contained information contrary to Defendants' internally held knowledge regarding the aforesaid risks and injuries, and overstated the efficacy and safety of the INVOKANA. For example:

a. INVOKANA was not as safe and effective as other diabetes drugs given its intended use;

b. Ingestion of INVOKANA does not result in a safe and more effective method of diabetes treatment than other available treatments;

c. The risks of harm associated with the use of the INVOKANA was greater than the risks of harm associated with other forms of diabetes drug therapies;

d. The risk of adverse events with INVOKANA was not adequately tested and was known by Defendants, but Defendants knowingly failed to adequately test the product;

e. Defendants knew that the risks of harm associated with the use of INVOKANA was greater than the risks of harm associated with other forms of diabetes drug therapies, yet knowingly made material misrepresentations and omissions of fact on which IDA JACKSON relied when ingesting INVOKANA;

f. The limited clinical testing revealed that INVOKANA had an unreasonably high risk of injury, including IDA JACKSON's injuries, above and beyond those associated with other diabetes drug therapies;

g. Defendants intentionally and knowingly failed to disclose and concealed the adverse events discovered in the clinical studies and trial results;

h. Defendants had knowledge of the dangers involved with the use of INVOKANA, which dangers were greater than those associated with other diabetes drug therapies;

i. Defendants intentionally and knowingly failed to disclose that patients using INVOKANA could suffer diabetic ketoacidosis, severe kidney damage and death, and would require monitoring while treating with INVOKANA drug therapy; and/or

j. INVOKANA was defective, and caused dangerous and adverse side effects, including the specific injuries described herein.

176. Defendants had access to material facts concerning the defective nature of the product and its propensity to cause serious and dangerous side effects in the form of dangerous injuries and damages to persons who ingest INVOKANA, information that was not publicly disseminated or made available, but instead was actively suppressed by the Defendants.

177. Defendants' intentional concealment and omissions of material fact concerning the safety of INVOKANA was made with purposeful, willful, wanton, fraudulent, and reckless disregard for the health and safety of IDA JACKSON, and with reckless intent to mislead, so as to cause IDA JACKSON's prescribing health care professionals to purchase, prescribe, and/or dispense INVOKANA, and to cause IDA JACKSON to rely on Defendants' fraudulent misrepresentations that INVOKANA was a safe and effective diabetes drug therapy.

178. At the time IDA JACKSON purchased and used INVOKANA, IDA JACKSON was unaware that Defendants had made misrepresentations and omissions, and instead IDA JACKSON reasonably believed Defendants' representations to constitute true, complete, and accurate portrayal of INVOKANA's safety and efficacy.

179. Defendants knew and had reason to know that INVOKANA could and would cause serious personal injury to the users of the products, and that the products were inherently dangerous in a manner that exceeded any purported warnings given by Defendants.

180. In reliance on Defendants' false and fraudulent misrepresentations, IDA JACKSON was induced to use and in fact used INVOKANA, thereby sustaining injuries and damages. Defendants knew and had reason to know that IDA JACKSON and her health care professionals did not have the ability to determine the true facts intentionally concealed and suppressed by

Defendants, and that IDA JACKSON and her health care professionals would not have prescribed and ingested INVOKANA if the true facts regarding the drug had not been concealed by Defendants.

181. During the marketing and promotion of INVOKANA to health care professionals, neither Defendants nor the co-promoters who were detailing INVOKANA on Defendants' behalf, warned health care professionals, including IDA JACKSON's prescribing health care professionals, that INVOKANA caused or increased the risk of harm of diabetic ketoacidosis, severe kidney damage, stroke or premature death.

182. IDA JACKSON reasonably relied upon Defendants' misrepresentations, where knowledge of the concealed facts was critical to understanding the true dangers inherent in the use of INVOKANA.

183. Defendants willfully, wrongfully, and intentionally distributed false information, assuring IDA JACKSON, the public, IDA JACKSON's health care professionals, and the health care industry that INVOKANA was safe for use as a means of diabetes treatment. Upon information and belief, Defendants intentionally omitted, concealed, and suppressed the true results of Defendants' clinical tests and research.

184. Defendants' conduct was intentional and reckless. Defendants risked the lives of consumers and users of INVOKANA, including IDA JACKSON. Defendants knew of INVOKANA's safety problems, and suppressed this knowledge from the general public. Defendants' intentional and reckless conduct warrants an award of punitive damages.

185. As a foreseeable, direct, and proximate consequence of Defendants' actions, omissions, and misrepresentations, IDA JACKSON suffered diabetic ketoacidosis, severe kidney damage, other related health complications, and premature death. IDA JACKSON incurred

medical and related expenses. IDA JACKSON's children/heirs (plaintiffs herein) have incurred and will continue to incur: mental anguish, grief, anxiety, diminished capacity for the enjoyment of life, a diminished quality of life, loss of love, loss of affection, loss of society, loss of companionship, loss of consortium, medical expenses and funeral expenses.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

COUNT XIV
PUNITIVE DAMAGES ALLEGATIONS

186. Plaintiffs restate the allegations set forth above as if fully rewritten herein.

187. The wrongs done by Defendants were aggravated by malice, fraud, and grossly negligent disregard for the rights of others, the public, and IDA JACKSON, in that Defendants' conduct was specifically intended to cause substantial injury to IDA JACKSON. When viewed objectively from Defendants' standpoint at the time of the conduct, considering the probability and magnitude of the potential harm to others, Defendants' conduct involved an extreme degree of risk. Defendants were actually, subjectively aware of the risk involved, but nevertheless proceeded with complete indifference to or a conscious disregard for to the rights, safety, or welfare of others. Moreover, Defendants made material representations that were false, with actual knowledge of or reckless disregard for their falsity, with the intent that the representations be acted on by IDA JACKSON and her healthcare providers.

188. IDA JACKSON relied on Defendants' representations and suffered injuries as a proximate result of this reliance.

189. IDA JACKSON's children/heirs (plaintiffs herein) therefore assert claims for exemplary damages.

190. IDA JACKSON's children/heirs (plaintiffs herein) also alleges that the acts and omissions of Defendants, whether taken singularly or in combination with others, constitute gross negligence that proximately caused the injuries to IDA JACKSON.

191. Plaintiffs are entitled to an award of punitive and exemplary damages based upon Defendants' intentional, willful, knowing, fraudulent, and malicious acts, omissions, and conduct, and Defendants' reckless disregard for the public safety and welfare. Defendants intentionally and fraudulently misrepresented facts and information to both the medical community and the general public, including IDA JACKSON, by making intentionally false and fraudulent misrepresentations about the safety of INVOKANA. Defendants intentionally concealed the true facts and information regarding the serious risks of harm associated with the ingestion of INVOKANA, and intentionally downplayed the type, nature, and extent of the adverse side effects of ingesting INVOKANA, despite their knowledge and awareness of these serious side effects and risks.

192. Defendants had knowledge of, and were in possession of evidence demonstrating that INVOKANA caused serious side effects. Notwithstanding Defendants' knowledge, Defendants continued to market the drug by providing false and misleading information with regard to the product's safety to regulatory agencies, the medical community, and consumers of INVOKANA.

193. Although Defendants knew or recklessly disregarded the fact that INVOKANA causes debilitating and potentially lethal side effects, Defendants continued to market, promote,

and distribute INVOKANA to consumers, including IDA JACKSON, without disclosing these side effects when there were safer alternative methods for treating diabetes.

194. Defendants failed to provide adequate warnings that would have dissuaded health care professionals from prescribing INVOKANA and consumers from purchasing and ingesting INVOKANA, thus depriving both from weighing the true risks against the benefits of prescribing, purchasing, or consuming INVOKANA.

195. Defendants knew of INVOKANA's defective nature as set forth herein, but continued to design, manufacture, market, distribute, sell, and/or promote the drug to maximize sales and profits at the expense of the health and safety of the public, including IDA JACKSON, in a conscious, reckless, or negligent disregard of the foreseeable harm caused by INVOKANA.

196. Defendants' acts, conduct, and omissions were willful and malicious. Defendants committed these acts with knowing, conscious, and deliberate disregard for the rights, health, and safety of IDA JACKSON and other INVOKANA users and for the primary purpose of increasing Defendants' profits from the sale and distribution of INVOKANA. Defendants' outrageous and unconscionable conduct warrants an award of exemplary and punitive damages against Defendants in an amount appropriate to punish and make an example out of Defendants.

197. Prior to the manufacture, sale, and distribution of INVOKANA, Defendants knew that the drug was in a defective condition and knew that those who were prescribed the medication would experience and did experience severe physical, mental, and emotional injuries. Further, Defendants, through their officers, directors, managers, and agents, knew that the drug presented a substantial and unreasonable risk of harm to the public, including IDA JACKSON. As such, Defendants unreasonably subjected consumers of INVOKANA to risk of injury or death.

198. Despite their knowledge, Defendants, acting through their officers, directors and managing agents, for the purpose of enhancing Defendants' profits, knowingly and deliberately failed to remedy the known defects in INVOKANA and failed to adequately warn the public, including IDA JACKSON, of the extreme risk of injury occasioned by said defects. Defendants and their agents, officers, and directors intentionally proceeded with the manufacturing, sale, distribution, and marketing of INVOKANA knowing these actions would expose persons to serious danger in order to advance Defendants' pecuniary interest and monetary profits.

199. Defendants' conduct was committed with willful and conscious disregard for the safety of IDA JACKSON, entitling IDA JACKSON's children/heirs (plaintiffs herein) to exemplary damages.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand that the issues contained herein be tried by a jury.

DAMAGES

200. IDA JACKSON died as a result of the actions/inactions of the Defendants.

201. IDA JACKSON suffered unnecessarily as a result of the actions/inactions of the Defendants.

202. As a result of the wrongful death of IDA JACKSON, Plaintiffs CASSANDRA JACKSON, TONI E. JONES, KIMBERLY PAYNE, BLAINE JACKSON, and RUSSELL JONES, surviving children of IDA JACKSON, endured and continue to endure grief, mental anguish and distress, including irreparable loss of love and affection, nurturing guidance, companionship and moral support.

AS TO CASSANDRA JACKSON, ON BEHALF OF IDA JACKSON:

a. Survival Damages;

b. Pain and suffering;

c. Medical and Hospital Expenses;

d. Funeral Expenses;

e. Mental Anguish; and

f. All other damages to be determined by the trier of fact at trial.

AS TO CASSANDRA JACKSON, INDIVIDUALLY:

a. Pain and suffering;

b. Wrongful death;

c. Deprivation of companionship, love and affection;

d. Grief, mental anguish, and distress;

e. Present and further loss of service, consortium, and society;

f. Medical and hospital expenses;

g. Funeral expense; and

h. All other damages to be determined by the trier of fact at trial.

AS TO TONI E. JONES, ON BEHALF OF IDA JACKSON:

a. Survival Damages;

b. Pain and suffering;

c. Medical and Hospital Expenses;

d. Funeral Expenses;

e. Mental Anguish; and

f. All other damages to be determined by the trier of fact at trial.

AS TO TONI E. JONES, INDIVIDUALLY:

a. Pain and suffering;

b. Wrongful death;

c. Deprivation of companionship, love and affection;

d. Grief, mental anguish, and distress;

e. Present and further loss of service, consortium, and society;

f. Medical and hospital expenses;

g. Funeral expense; and

h. All other damages to be determined by the trier of fact at trial.

AS TO KIMBERLY PAYNE, ON BEHALF OF IDA JACKSON:

a. Survival Damages;

b. Pain and suffering;

c. Medical and Hospital Expenses;

d. Funeral Expenses;

e. Mental Anguish; and

f. All other damages to be determined by the trier of fact at trial.

AS TO KIMBERLY PAYNE, INDIVIDUALLY:

a. Pain and suffering;

b. Wrongful death;

c. Deprivation of companionship, love and affection;

d. Grief, mental anguish, and distress;

e. Present and further loss of service, consortium, and society;

f. Medical and hospital expenses;

g. Funeral expense; and

h. All other damages to be determined by the trier of fact at trial.

AS TO BLAINE JACKSON, ON BEHALF OF IDA JACKSON:

a. Survival Damages;

b. Pain and suffering;

c. Medical and Hospital Expenses;

d. Funeral Expenses;

e. Mental Anguish; and

f. All other damages to be determined by the trier of fact at trial.

AS TO BLAINE JACKSON, INDIVIDUALLY:

a. Pain and suffering;

b. Wrongful death;

c. Deprivation of companionship, love and affection;

d. Grief, mental anguish, and distress;

e. Present and further loss of service, consortium, and society;

f. Medical and hospital expenses;

g. Funeral expense; and

h. All other damages to be determined by the trier of fact at trial.

AS TO RUSSELL JONES, ON BEHALF OF IDA JACKSON:

a. Survival Damages;

b. Pain and suffering;

c. Medical and Hospital Expenses;

d. Funeral Expenses;

e. Mental Anguish; and

f. All other damages to be determined by the trier of fact at trial.

AS TO RUSSELL JONES, INDIVIDUALLY:

a. Pain and suffering;

b. Wrongful death;

c. Deprivation of companionship, love and affection;

d. Grief, mental anguish, and distress;

e. Present and further loss of service, consortium, and society;

f. Medical and hospital expenses;

g. Funeral expense; and

h. All other damages to be determined by the trier of fact at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against each of the Defendants, and each of them individually, jointly, and severally, as follows:

1. Compensatory damages in excess of the jurisdictional amount, including but not limited to, non-economic damages in excess of $75,000.

2. Medical expenses and other economic damages in an amount to be determined at trial of this action;

3. Pain and suffering;

4. Punitive damages;

5. Prejudgment interest at the highest lawful rate allowed by law;

6. Interest on the judgment at the highest legal rate from the date of judgment until collected;

7. Attorneys' fees, expenses, and costs of this action; and

8. Such further relief as this Court deems necessary, just and proper.

JURY DEMAND

Plaintiffs hereby demands a trial by jury as to all issues so triable.

Respectfully submitted,

/s/ Anthony D. Irpino
ANTHONY D. IRPINO (#24727)
J. BENJAMIN AVIN (#34884)
Irpino Law Firm
2216 Magazine Street
New Orleans, Louisiana 70130
Telephone: (504) 525-1500
Facsimile: (504) 525-1501

IS 44 (Rev 11/15)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

CASSANDRA JACKSON, ET AL

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

ANTHONY D. IRPINO, J. BENJAMIN AVIN, IRPINO LAW FIRM, 2216 MAGAZINE STREET, NEW ORLEANS, LA 70130, 504-525-1500

DEFENDANTS

JANSSEN PHARMACEUTICALS, INC., JOHNSON & JOHNSON CO., AND MITSUBISHI TANABE PHARMA CORP.

County of Residence of First Listed Defendant __
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. § 1332

Brief description of cause:
Personal injury from Plaintiff's use of pharmaceutical product manufactured or distributed by defendants

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
05/10/2016

SIGNATURE OF ATTORNEY OF RECORD
/s/ J. BENJAMIN AVIN

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP _____ JUDGE MAG JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

CASSENDRA JACKSON, ET AL

Plaintiff(s)

v.

JANSSEN PHARMACEUTICLS, INC, ET AL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JANSSEN PHARMACEUTICALS, INC.
ONE JONSON & JOHNSON PLAZA
NEW BRUNSWICK, NJ 08933

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ANTHONY D. IRPINO
J. BENJAMIN AVIN
IRPINO LAW FIRM
2216 MAGAZINE STREET
NEW ORLEANS, LA 70130

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is

designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

CASSENDRA JACKSON, ET AL

Plaintiff(s)

v.

JANSSEN PHARMACEUTICLS, INC, ET AL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JOHNSON & JOHNSON COMPANY
ONE JONSON & JOHNSON PLAZA
NEW BRUNSWICK, NJ 08933

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ANTHONY D. IRPINO
J. BENJAMIN AVIN
IRPINO LAW FIRM
2216 MAGAZINE STREET
NEW ORLEANS, LA 70130

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is

designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc: