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6

7
8 **UNITED STATES DISTRICT COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10 KRYSTYNE LOPEZ,

11 Plaintiff,

12 v.

13 PFIZER, INC., GREENSTONE LLC,
MCKESSON CORPORATION, and
14 DOES 1-50,

15 Defendants.

Case No. 17-2375

**NOTICE OF REMOVAL BY
DEFENDANTS PFIZER INC., AND
GREENSTONE LLC**

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1 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
2 CALIFORNIA AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 Pursuant to 28 U.S.C. § 1441 *et seq.*, Defendants Pfizer Inc. and Greenstone LLC
4 (collectively “the Removing Defendants”) remove to this Court from the Superior Court of the
5 State of California for the County of Alameda the action captioned as *Krystyne Lopez v. Pfizer,*
6 *Inc., Greenstone LLC, McKesson Corporation, and Does 1-50*, Case No. 17854206.¹ The
7 Removing Defendants allege as follows:

8 **I.**

9 **JURISDICTION**

10 This Court has jurisdiction over this removed action pursuant to 28 U.S.C. § 1441 because
11 this action originally could have been filed in this Court pursuant to 28 U.S.C. § 1332(a). This
12 Court has subject matter jurisdiction over this action because there is the requisite diversity of
13 citizenship between plaintiffs and each of the properly joined defendants, and the amount in
14 controversy exceeds \$75,000, exclusive of interest and costs.

15 **A. There is Complete Diversity of Citizenship Between All Properly Joined Parties**

16 As alleged in the Complaint, Krystyne Lopez (“Plaintiff”) is, and at the time this action was
17 filed was, a citizen of California. Complaint at ¶ 1.

18 Defendant Pfizer Inc. is, and at the time this action was filed was, a Delaware corporation
19 with its principal place of business in New York. *Id.* at ¶ 3.

20 Defendant Greenstone LLC is, and at the time this action was filed was, a limited liability
21 company 100% owned by Pharmacia & Upjohn Company LLC. Pharmacia & Upjohn Company
22 LLC is a limited liability company that is 100% owned by Pharmacia & Upjohn LLC. Pharmacia &
23 Upjohn LLC is a limited liability company that is 100% owned by Pharmacia LLC. Pharmacia
24 LLC is a limited liability company that is 100% owned by Wyeth Holdings LLC. Wyeth Holdings
25 LLC is a limited liability company that is 100% owned by Pfizer Holdings Americas Corporation.

26
27 _____
28 ¹ The remaining defendant, McKesson Corporation (“McKesson”), consents to the removal. *See*
Defendant McKesson Corporation’s Consent to Removal, filed concurrently.

1 Pfizer Holdings Americas Corporation is a corporation organized under the laws of Delaware, with
2 its principal place in New York. Thus, Greenstone’s citizenship is the same as Pfizer Holdings
3 Americas Corporation’s citizenship, and Greenstone is a citizen of Delaware and New York.

4 Defendant McKesson Corporation, is a Delaware corporation with its principal place of
5 business in California. While, for jurisdictional purposes, McKesson is a citizen of Delaware and
6 California, McKesson was not “properly joined,” for the reasons set forth below. *See* 28 U.S.C.
7 § 1441(b). Thus, McKesson’s citizenship must be disregarded for purposes of determining the
8 propriety of removal.

9 The citizenship of fictitious defendants DOES 1-50 is disregarded for purposes of diversity.
10 28 U.S.C. § 1441(b)(1).

11 **B. The Amount-in-Controversy is Satisfied**

12 The amount-in-controversy requirement for diversity jurisdiction is satisfied in this case
13 even though Plaintiff has not made a specific dollar demand. “[B]y the preponderance of the
14 evidence,” it is clear from the face of Plaintiff’s Complaint, and the serious injuries alleged, “that
15 the amount in controversy exceeds [\$75,000].” 28 U.S.C. § 1446(c)(2)(b); see also 28 U.S.C.
16 § 1332(a).

17 Plaintiff asserts claims including strict liability, negligence, breach of express and implied
18 warranties, fraud, and fraudulent concealment. *Id.* at ¶¶ 40-72. Although Plaintiff does not specify
19 the amount of damages she is seeking, Plaintiff checked off “Unlimited (Amount demanded
20 exceeds \$25,000)” on the Civil Case Cover Sheet. *See* Civil Case Cover Sheet. Moreover, Plaintiff
21 alleged that she seeks to recover unspecified damages, including compensatory, economic, non-
22 economic, and punitive damages. Compl. ¶¶ 48, 54, 58, 63, 68, 72, and Prayer for Relief. In
23 addition, Plaintiff’s Complaint alleges that, as a result of her Depo-Provera® usage, she “was
24 diagnosed with Pseudotumor Cerebri . . . that required multiple lumbar punctures” and suffered
25 “severe, physical injury,” “serious side effects, including . . . migraine like headaches, blurry vision
26 and blindness.” Compl. ¶¶ 2, 42, 48, 57, 58, 67, 68, 70 and 72.

27 “[A] defendant’s notice of removal need include only a plausible allegation that the amount
28 in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Operating Basin Co., LLC v.*

1 *Owens*, 135 S. Ct. 547, 554 (2014). Although Defendants deny Plaintiff’s allegations and deny that
2 they are liable to Plaintiff, the allegations in the Complaint that Plaintiff was “diagnosed with
3 Pseudotumor Cerebri,” suffered “severe, physical injury” and “serious side effects,” and was forced
4 to endure “multiple lumbar punctures” coupled with the “unlimited case” designation plainly
5 indicate that the amount in controversy exceeds \$75,000. *See Campbell v. Bridgestone/ Firestone,*
6 *Inc.*, No. CIVF051499 -FVSDLB, 2006 WL 707291, at *2 (E.D. Cal. Mar. 17, 2006) (holding that
7 amount in controversy exceeded \$75,000, and denying motion to remand, where plaintiffs asserted
8 strict products liability, negligence, and breach of warranty claims against multiple defendants and
9 complaint sought compensatory damages, general damages, and was “‘an unlimited case’ (exceeds
10 \$25,000)”; *Bryant v. Apotex, Inc.*, No. 1:12–CV–01377–LJO–JLT, 2012 WL 5933042, at *3-4
11 (E.D. Cal. Nov. 27, 2012) (amount-in-controversy requirement was met, although “complaint [did]
12 not set forth a specific amount of damages,” because plaintiff sought “compensatory damages for
13 injuries and severe pain . . . and punitive damages”).

14 Moreover, it is widely recognized that a complaint for severe injuries arising from
15 prescription medications facially satisfies the amount-in-controversy requirement. *See, e.g., In re*
16 *Rezulin Prods Liab. Litig.*, 133 F. Supp. 2d 272, 296 (S.D.N.Y. 2001) (finding that a complaint
17 alleging various injuries from taking a prescription drug “obviously asserts a claim exceeding
18 \$75,000”); *see also In re Yasmin and Yaz (Drospirenone) Mktg., Sales Practices and Prods. Liab.*
19 *Litig.*, 692 F. Supp. 2d 1025, 1039-40 (S.D. Ill. 2010) (finding it plausible and supported by the
20 preponderance of the evidence that the amount in controversy has been established where plaintiff
21 sought damages for injuries “in excess of \$50,000” in connection with a gall bladder injury that
22 resulted in surgery “as well as other severe and personal injuries”).

23 More specifically, jury verdicts and settlements around the country routinely exceed \$75,000
24 in connection with the injuries that Plaintiff alleges. *See Plaintiff v. Defendants*, JVR No. 359068,
25 1998 WL 1060735 (Unknown State Ct. (Pa.) 1998) (awarding \$5,000,000 to the plaintiff who
26 allegedly suffered total blindness after undergoing surgery to treat pseudotumor cerebri); *Mumma,*
27 *Estate of v. Anker, M.D.; Riverview Eye Associates*, JVR No. 135174, 1993 WL 739959 (Pa. Com.
28 Pl. 1998) (settling for \$450,000 where the plaintiff was allegedly rendered totally blind as a result of

1 pseudotumor cerebri); *Jackson v. Prather; Action Auto Rental, Inc.*, JVR No. 79622, 1991 WL
2 487798 (Mich. Cir. Ct. 1991) (awarding \$375,000 to a plaintiff who allegedly sustained head and
3 neck injuries that resulted in blurred vision, blackouts, and pseudotumor cerebri, requiring two to
4 three surgeries to release fluid from the eyes and eight to fifteen lumbar punctures to release spinal
5 fluid); *Dora E. Hawkins v. Group Health Association and Judith Hogg, M.D.*, No. 89-CA11430,
6 1991 DC Metro Verdicts Monthly LEXIS 542 (Washington, D.C. 1991) (settling for \$4,000,000
7 where pseudotumor cerebri allegedly caused total and permanent blindness); *Plaintiff Patient Jane*
8 *Doe vs. Defendant Medical Clinic*, 2012 Medical Litig. Alert LEXIS 176 (Massachusetts 2012)
9 (settling for \$1,400,000 where the plaintiff's pseudotumor cerebri allegedly caused complete vision
10 loss in one eye and significant vision loss in the other).

11 Finally, Plaintiff seeks punitive damages. See Compl. ¶¶ 48, 54, 58, 63, 68, and 72. In
12 determining diversity jurisdiction, punitive damages are included in the calculation of the amount in
13 controversy. See *Bell v. Preferred Life Assurance Society*, 320 U.S. 238, 240 (1943); *Ross v. First*
14 *Family Financial Services, Inc.*, No. 2:01CV218-P-B, 2002 WL 31059582, at *8 (N.D. Miss. Aug.
15 29, 2002) (“unspecified claims for punitive damage sufficiently serve to bring the amount in
16 controversy over the requisite threshold set out in 28 U.S.C. § 1332”).

17 II.

18 **REMOVAL IS PROPER BECAUSE MCKESSON IS FRAUDULENTLY JOINED**

19 Local Defendant McKesson is fraudulently joined because there is no viable claim based on
20 the facts alleged in the Complaint against a distributor of pharmaceutical medications. Under the
21 fraudulent joinder doctrine, a court should disregard the citizenship of a defendant, where there is
22 no possibility that the Plaintiff will be able recover against the fraudulently joined defendant.
23 *United Computer Sys. v. AT&T Info. Sys.*, 298 F.3d 756, 761 (9th Cir. 2002). As set forth below,
24 McKesson was fraudulently joined because: (1) the Complaint fails to allege a factual predicate
25 that McKesson distributed the Depo-Provera® used by Plaintiff; (2) there is no basis for liability
26 against a distributor of an FDA-approved medication that does not manufacture the product and
27 cannot, by law, change the label; and (3) the allegations of the Complaint are impermissibly
28 directed against all “defendants,” collectively.

1 **A. There is No Factual Predicate that McKesson Distributed the Drug Plaintiff Allegedly**
2 **Used**

3 Plaintiff has not alleged any factual predicate that properly identifies a pharmacy, hospital or
4 prescribing physician that would provide a basis for recovery against McKesson as the distributor of
5 the Depo-Provera® used by Plaintiff. *See Aronis v. Merck & Co., Inc.*, CIV. 2-05-0486 WBS DAD,
6 2005 U.S. Dist. LEXIS 41531, at *3-4 (E.D. Cal. May 3, 2005) (denying motion to remand where
7 the plaintiff's "allegation that McKesson is a major distributor of [pharmaceutical medication], even
8 though taken as true at this stage, is not enough to support a claim against McKesson"); *In Re*
9 *Rezulin Prods. Liab. Litg.*, 133 F. Supp. 2d 272, 291 (S.D.N.Y. 2001) ("*Rezulin IP*") (denying
10 motion to remand where plaintiffs named a non-diverse defendant and alleged that a distributor
11 defendant was "in the business of distributing and selling the pharmaceutical" on grounds that
12 plaintiffs did not allege that the defendant "actually sold" the pharmaceutical product to the
13 plaintiffs). At a minimum, *some* discovery is warranted before remand should be granted. *In re*
14 *Fluoroquinolone Prods. Liab. Litig.*, MDL No. 15-2642 (JRT), 2016 WL 4154338, at *2 (deferring
15 ruling until plaintiff provided relevant information).

16 Plaintiff makes a lone, general allegation that "upon information and belief, McKesson did
17 distribute the DEPO-PROVERA® injected into Plaintiff." Compl. ¶ 15. But this generic allegation
18 has no factual predicate from which a reasonable inference could be drawn demonstrating in good
19 faith the truth of the allegation, such as the pharmacy where plaintiff purchased the medicine, or the
20 hospital that dispensed Depo-Provera® or the prescribing physician who prescribed Depo-Provera®
21 for use by Plaintiff. McKesson is a non-exclusive distributor of Depo-Provera®. Declaration of
22 Brett Harrop in Support of Notice of Removal ("*Harrop Decl.*") at ¶ 6. Absent more specific factual
23 predicates, there can be no reasonable inference that McKesson distributed the product in question.
24 As a result, this Court should find that McKesson has been fraudulently joined, or alternatively
25 defer remand until Plaintiff can make an appropriate showing that the Depo-Provera® used by
26 Plaintiff was distributed by McKesson.

27 **B. There is No Claim for Distributor Liability Based on the Facts Alleged**

28 California law recognizes important limitations on liability arising from use of prescription

1 medications. In *Brown v. Superior Court*, 44 Cal.3d 1049 (Cal. 1988), the California Supreme
2 Court adopted comment k to Section 402A of the Restatement of Torts (Second) and held that
3 California does not recognize claims for strict liability design defect for prescription medications.
4 The court noted that there is “an important distinction between prescription drugs and other
5 products” that are commonly used because the benefits of prescription medications include saving
6 lives and improving the health of individuals. 44 Cal.3d at 1063. As a result, the court noted that
7 California’s “[p]ublic policy favors the development and marketing of beneficial new drugs,
8 although some risks, and perhaps serious ones, might accompany their introduction....” *Id.*

9 Similarly, California courts have held that individuals and entities, such as pharmacies, that
10 are not involved in the manufacture or labeling of a prescription medication are not to be held liable
11 for alleged product defects. *Murphy v. E.R. Squibb & Sons, Inc.*, 40 Cal. 3d 672 (Cal. 1985). *See*
12 *also* Harrop Decl. at ¶ 7. In declining to recognize product liability claims against pharmacists, the
13 court noted that “[t]he pharmacist is in the business of selling prescription drugs, and his role begins
14 and ends with the sale.” *Id.* at 679. If individuals or entities that do not manufacture, label or
15 design prescription products are held liable, they “might restrict availability [of important
16 medications] by refusing to dispense drugs which pose even a potentially remote risk of harm,
17 although such medications may be essential to the health or even the survival of patients.” *Id.* at
18 680-81.

19 Likewise, California courts have held that there is no viable cause of action for failure to
20 warn or otherwise against intermediate distributors of pharmaceutical medications, such as
21 McKesson, under California law. *Skinner v. Warner-Lambert Co.*, No. CV 03-1643-R(RZX), 2003
22 WL 25598915 (C.D. Cal. Apr. 28, 2003). The court in *Skinner* held “there is no possibility that
23 plaintiffs could prove a cause of action against McKesson, an entity which distributed [the] FDA-
24 approved medication to pharmacists in California.” *Id.* at *1; *see also* *Leeson v. Merck & Co.*, No.
25 S-05-2240 WBS PAN, 2006 WL 3230047, at *3 (E.D. Cal. Jan. 27, 2006) (“Yet only a handful of
26 judges have found that California law does not clearly exempt distributors from strict liability for
27 failure to warn”). As in *Skinner*, there is no possibility of recovery against McKesson in this case.

28 As a matter of logic, if the pharmacist who dispenses the drug to the patient is legally

1 immune, the shipper that delivered the drug in a sealed package from the manufacturer to the
2 pharmacist should also be immune. *Cf. Laughlin v. Biomet, Inc.*, No. 3:14-CV-1960-RLM-CAN,
3 2016 WL 626514, at *5 (N.D. Ind. Feb. 17, 2016) (distributor of allegedly defective product in
4 sealed container fraudulently joined under Maryland law and remand denied); *Moore v. Johnson &*
5 *Johnson*, 907 F. Supp. 2d 646, 666 (E.D. Pa. 2012) (same under Washington law). Indeed, if a
6 pharmacy supplier were held strictly liable for the FDA-approved prescription drugs it delivers to a
7 pharmacist in the normal course of its business, the supply of medications to pharmacies would
8 likely be substantially reduced, or become much more expensive, as suppliers seek to limit and
9 insure against their potential liabilities for the contents of delivered goods over which the supplier
10 has had no involvement, input, or control.

11 Recent U.S. Supreme Court decisions also preclude recovery against entities, such as
12 distributors like McKesson, that cannot change the label on a prescription medication. In *Pliva v.*
13 *Mensing*, 131 S. Ct. 2567 (2011), the Supreme Court held that state law claims alleging failure to
14 warn of risks associated with a generic medication were preempted because federal law precludes
15 manufacturers of generic medications from adopting a label that is different from the brand-name
16 medication. *See also Mutual Pharmaceutical Co. v. Bartlett*, 133 S. Ct. 2466 (2013). In applying
17 *Mensing* to the facts and role of a distributor of pharmaceutical medications, the court in *In re*
18 *Fosamax (Alendronate Sodium) Prod. Liab. Litig.* (No. II), MDL No. 2243 (JAP-LHG), 2012 WL
19 181411 (D. N.J. Jan. 17, 2012), held that “[a distributor of a pharmaceutical medication] has no
20 power to change [the] label. That power lies with the applicant who filed the New Drug
21 Application (NDA)” and “if FDA had ‘become aware of new safety information’ in connection with
22 [a prescription medication] use that ‘it believe[d] should be included in the labeling,’ FDA must
23 notify the holder of the NDA to initiate the changes. Neither of these procedures involves a
24 distributor.” *Id.* at *3 (internal citations omitted). Only the holder of an NDA, not distributors,
25 responsible for the label of a brand-name medication such as Depo-Provera® may change the label
26 under certain circumstances. The court in *Brazil v. Janssen Research & Dev. LLC*, 196 F. Supp. 3d
27 1351, 1364-65 (N.D. Ga. 2016), recently held as follows, “[w]hen a company does not have the
28 NDA, it has ‘no more power to change the label’ of a drug than a generic manufacturer.” (citations

1 omitted). Similarly, the Sixth Circuit in *Darvocet, Darvon & Propoxyphene Prods. Liab. Litig.*, 756
2 F.3d 917, 940 (6th Cir. 2014), held that failure-to-warn claims against a non-NDA holder also were
3 preempted. In *Darvocet*, Eli Lilly & Co. (“Lilly”) had held the NDA for a brand-name drug, sold the
4 NDA to another company, and continued manufacturing the drug for a generic company. The Sixth
5 Circuit held that failure-to-warn claims against Lilly involving use of the drug after Lilly sold its
6 NDA were preempted. *Darvocet*, 756 F.3d at 940. The Sixth Circuit reasoned that “[a]fter the
7 divestiture [of the NDA], Lilly had no more power to change the label than did” generic
8 manufacturers. *Id.*; see also *Stevens v. Cmty. Health Care, Inc.*, No. ESCV200702080, 2011 WL
9 6379298, at *1 (Mass. Super. Ct. Oct. 5, 2011) (“As a distributor, ... DAVA had no ability to
10 change labeling or warnings and thus ... cannot be subject to liability in connection with a state law
11 claim premised on a ‘failure to warn’”).

12 **C. Plaintiff has Failed to Allege Sufficient Facts as to McKesson Individually**

13 There is no claim against McKesson as a distributor of a pharmaceutical medication, nor
14 does Plaintiff’s Complaint allege sufficient facts to state a claim against McKesson. Other courts
15 have held that McKesson was fraudulently joined where there were insufficient allegations to
16 establish liability against McKesson. See, e.g., *Aronis v. Merck & Co.*, No. Civ. S-05-0486 WBS
17 DAD, 2005 WL 5518485 (E.D. Cal. May 3, 2006). When making a fraudulent joinder
18 determination, a court must only consider the allegations pled in the complaint as of the time of
19 removal and should not speculate about facts or claims that Plaintiff did not plead. See *Poulos v.*
20 *Naas Foods, Inc.*, 959 F.2d 69, 74 (7th Cir. 1992).

21 Plaintiff’s Complaint improperly pleads claims as to “Defendants” generally, rather than
22 identifying specific conduct of each defendant. Compl. ¶ 9 (“‘Defendants’ includes all named
23 Defendants as well as Does 1-50”). Many federal courts have held that allegations against
24 “defendants,” collectively, are insufficient to support remand. *Badon v. R J R Nabisco Inc.*, 224
25 F.3d 382, 391-93 (5th Cir. 2000) (affirming finding of fraudulent joinder where plaintiff’s claims
26 simply referred to “defendants” collectively and where plaintiffs failed to allege any “particular or
27 specific activity” on the part of each of the in-state defendants); *Staples v. Merck & Co., Inc.*, 270 F.
28 Supp. 2d 833, 844 (N.D. Tex. 2003) (allegation that “*Defendants* committed actual fraud”

1 insufficient to warrant remand); *Banger v. Magnolia Nursing Home, L.P.*, 234 F. Supp. 2d 633, 638
2 (S.D. Miss. 2002) (“conclusory and generic allegations of wrongdoing on the part of all Defendants
3 ... are not sufficient to show that [non-diverse defendant] was not fraudulently joined”); *In re*
4 *Rezulin Prods. Liab. Litig.*, 168 F. Supp. 2d 136, 140 & n.10 (S.D.N.Y. 2001) (remand should be
5 denied where “plaintiffs make no specific allegations against [the non-diverse defendant] at all,
6 instead [they] attribut[e] wrongdoing to the collective ‘defendants’”); *In re Rezulin Prods. Liab.*
7 *Litig.*, 133 F. Supp. 2d 272, 291 (S.D.N.Y. 2001) (finding fraudulent joinder where plaintiffs
8 “lump” non-diverse and diverse defendants together “and attribute the acts alleged ... to the
9 ‘defendants’ generally”); *Salisbury v. Purdue Pharma, L.P.*, 166 F. Supp. 2d 546, 550 (E.D. Ky.
10 2001) (denying remand where the complaint “commonly employs the generic term ‘defendants’”).
11 Indeed, such allegations are particularly inadequate where, as here, “plaintiffs’ complaint
12 commonly employs the generic term ‘defendants,’ [but] the context and nature of the individual
13 allegations make clear that only the drug companies are targeted.” *See Salisbury*, 166 F. Supp. 2d at
14 550. Other than the generic boilerplate allegations that McKesson distributed Depo-Provera®, the
15 Complaint is devoid of any particular facts or specific allegations that would give rise to liability of
16 McKesson under California law.

17 In the Complaint here, Plaintiff aggregates, without differentiation, the allegations against
18 McKesson together with the allegations against the defendants who designed and manufactured
19 Depo-Provera®. Compl. ¶¶ 14 (“Defendants were in the business of designing, testing,
20 manufacturing, labeling, advertising, marketing, promoting, selling and distributing
21 pharmaceuticals, including DEPO-PROVERA®”); 17 (“Defendants did business in the State of
22 California; made contracts to be performed in whole or in part in California and/or . . . offered for
23 sale, supplied or placed in the stream of commerce, or in the course of business materially
24 participated with others in so doing, DEPO-PROVERA®”); 20 (“Defendants . . . affirmatively and
25 actively concealed information which clearly demonstrated the dangers of DEPO-PROVERA® and
26 affirmatively misled the public and prescribing physicians with regard to the material and clear risks
27 of DEPO-PROVERA®”); and 26 (“Defendants negligently, recklessly, and wantonly failed to warn
28 Plaintiff and the general public, of the risks associated with taking DEPO-PROVERA®”). Of these

1 18 distinct functions, the complaint alleges only, on information and belief, that McKesson
2 distributed “the Depo-Provera® injected into Plaintiff, which gives rise to the causes of action, and
3 the injuries sustained as a direct and proximate result of such injection.” *Id.* at ¶ 15. No individual
4 act of wrongdoing is alleged against McKesson other than distributing the drug that Plaintiff
5 allegedly used – and even that allegation is made solely “upon information and belief.” There is no
6 reasonable probability of imposing liability on McKesson based on this lone allegation.

7 **D. McKesson is Not a Necessary and Indispensable Party.**

8 In the alternative, this Court should sever and remand Plaintiff’s claims against McKesson
9 pursuant to Rule 21 of Federal Rules of Civil Procedure, which provides that district courts may
10 sever and remand claims against unnecessary parties to cure any defects to diversity jurisdiction.
11 *See Newman-Green, Inc. v. Alfonzo-Larrain*, 490 U.S. 826, 832 (1989); *Kirkland v. Legion Ins. Co.*,
12 343 F.3d 1135, 1142 (9th Cir. 2003) (Rule 21 is viewed “as a grant of discretionary power to the
13 federal court to perfect its diversity jurisdiction by dropping a nondiverse party provided the
14 nondiverse party is not indispensable to the action under Rule 19”) (citation omitted).

15 McKesson is not a necessary and indispensable party under Federal Rules of Civil
16 Procedures 19. Plaintiff asks the Court to make inferences based on broad allegations generally
17 averred against Defendants, which does not rise to the level of specificity required under pleading
18 standards. *See supra*. The Complaint fails to allege that McKesson had any role in the testing,
19 design, labeling, or marketing of Depo-Provera, nor that McKesson acted in concert with
20 Defendants. Even if McKesson could be held jointly liable with Defendants, this does not make
21 McKesson a necessary and indispensable party. *Temple v. Synthes Corp., Ltd.*, 498 U.S. 5, 7 (1990)
22 (*per curiam*) (holding that a physician-defendant was not a necessary and indispensable party in a
23 product liability action against device manufacturer).

24 **III.**

25 **THE STATUTORY REQUIREMENTS FOR REMOVAL ARE MET**

26 This removal is timely under 28 U.S.C. § 1446(b), which requires a response within 30 days
27 of service of the initial pleading. Plaintiff filed the Complaint on March 24, 2017. On March 27,
28 2017, a copy of the summons and complaint and other papers was delivered to Pfizer Inc.’s Agent

1 for the Service of Process in Los Angeles, California.

2 Pursuant to 28 U.S.C. § 1446(a), a copy of all process and pleadings served on Pfizer Inc.,
3 McKesson Corporation, and Greenstone LLC, which are attached to the Declaration of Jee Young
4 You, Esq., in Support of Notice of Removal by Defendants (“You Decl.”), as exhibits A-F.

5 This Court constitutes the United States District Court covering the County of Alameda,
6 where the state court action was filed. Accordingly, this Court is a proper venue for this action
7 pursuant to 28 U.S.C. § 84(a).

8 The Removing Defendants are filing a written notice of this removal with the Clerk of the
9 Superior Court for Alameda County in which this action was originally filed, pursuant to 28 U.S.C.
10 § 1446(d). A copy of the Notice of Filing of this Notice of Removal, together with this Notice of
11 Removal, is being served upon Plaintiff’s counsel pursuant to 28 U.S.C. § 1446(d).

12 Should any question arise about the propriety of the removal of this action, the Removing
13 Defendants request the opportunity to brief any disputed issue to the Court, and to present oral
14 argument in support of its position that this action is properly removable.

15 Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of the
16 right to assert any defense or affirmative matter including, without limitation, the defenses of (a)
17 lack of jurisdiction over the person; (b) improper or inconvenient venue; (c) insufficiency of
18 process; (d) insufficiency of service of process; (e) improper joinder of claims and/or parties; (f)
19 failure to state a claim; (g) failure to join an indispensable party(ies); or (h) any other procedural or
20 substantive defense available under state or federal law.

21 Dated: April 26, 2017

Respectfully submitted,

22 ARNOLD & PORTER KAYE SCHOLER LLP

23
24 By: /s/ Jee Young You
JEE YOUNG YOU

25
26 Attorneys for Defendants
PFIZER INC. and GREENSTONE LLC,
27
28

1 JEE YOUNG YOU (State Bar No. 241658)
Email address: jeeyoung.you@apks.com
2 ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, 10th Fl.
3 San Francisco, CA 94111-4024
Telephone: (415) 471-3364
4 Facsimile: (415) 471-3400

5 Attorneys for Defendants
PFIZER INC. and GREENSTONE, LLC,
6

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

9 KRYSTYNE LOPEZ,

10 Plaintiff,

11 v.

12 PFIZER, INC., GREENSTONE LLC,
13 MCKESSON CORPORATION, and
DOES 1-50,

14 Defendants.

Case No. 17-2375

**DECLARATION OF BRETT HARROP
IN SUPPORT OF DEFENDANTS'
NOTICE OF REMOVAL**

15 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
16 CALIFORNIA:

17 I, Brett Harrop, declare and state as follows:

18 1. I am Vice President of Distribution Operations, Regional Sales & Operations, for
19 McKesson Corporation's U.S. Pharmaceutical business ("McKesson Pharma"). I am over 18 years
20 of age and am competent to make this declaration. I have personal knowledge of the facts set forth
21 herein. I would and could testify to these matters if called as a witness.

22 2. In this affidavit, I state facts in support of the Defendants' Notice of Removal.

23 3. McKesson Corporation is organized under the laws of Delaware and has its principal
24 place of business in California.

25 4. In my current position, I am responsible for the operational processes and logistics for
26 the West Region of nine pharmaceutical distribution centers, and as a result am familiar with
27 McKesson Pharma's business and, in particular, how and where it distributes certain drugs.
28

1 5. McKesson Pharma is a non-exclusive wholesale distributor of prescription
2 pharmaceuticals, over-the-counter, and health and beauty products to chain and independent
3 pharmacy customers, and hospitals. As a wholesale distributor, McKesson Pharma distributes
4 products manufactured by others.

5 6. McKesson Pharma is a non-exclusive distributor of Depo-Provera®, along with many
6 other pharmaceutical products.

7 7. McKesson Pharma has never manufactured Depo-Provera® and had no role in the
8 testing, design or labeling of Depo-Provera®.

9 I declare under penalty of perjury under the laws of the United States that the foregoing is
10 true and correct. Executed this 25 day of April, 2017, in SALT LAKE CITY, UTAH

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12 
13 BRETT HARROP
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JEE YOUNG YOU (State Bar No. 241658)
Email: jeeyoung.you@apks.com
ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, 10th Fl.
San Francisco, CA 94111-4024
Telephone: (415) 471-3364
Facsimile: (415) 471-3400

Attorneys for Defendants
PFIZER INC. and GREENSTONE, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

KRYSTYNE LOPEZ,

Plaintiff,

v.

PFIZER, INC., GREENSTONE LLC,
MCKESSON CORPORATION, and
DOES 1-50,

Defendants.

Case No. 17-2375

**DECLARATION OF JEE YOUNG YOU,
ESQ., IN SUPPORT OF NOTICE OF
REMOVAL BY DEFENDANTS PFIZER
INC., AND GREENSTONE LLC**

I, Jee Young You, declare as follows:

1. I am an attorney at the law firm Arnold & Porter Kaye Scholer LLP, counsel of record for Defendants Pfizer Inc., and Greenstone LLC (“Defendants”) in the above-captioned action.

2. I am a member in good standing of the State Bar of California and have been admitted to practice law before this Court.

3. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, could and would testify competently to such facts under oath.

4. This declaration is submitted in support of Defendants’ Notice of Removal.

5. Attached hereto as Exhibit A-F is a true and correct copy of all the pleadings and other documents, of which Defendants are aware that have been filed in the removed action, Alameda Superior Court Case No. RG-17854206, *Lopez v. Pfizer, Inc. et al* (filed Mar. 24, 2017).

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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Dated: April 26, 2017

ARNOLD & PORTER KAYE SCHOLER LLP

By: /s/ Jee Young You
JEE YOUNG YOU

Attorneys for Defendants
PFIZER INC. and GREEN STONE LLC

EXHIBIT A



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
FINSON LAW FIRM
 Lowell W. Finson (SBN:275586)
 Marina Del Rey, California 90292

TELEPHONE NO: (602) 377-2903 FAX NO: (310) 425-3278

ATTORNEY FOR (Name): **Plaintiff KRISTYNE LOPEZ**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Alameda**
 STREET ADDRESS: 1225 Fallon Street, #109
 MAILING ADDRESS:
 CITY AND ZIP CODE: **Oakland, California 94612-4293**
 BRANCH NAME:

FOR COURT USE ONLY

FILED
ALAMEDA COUNTY
MAR 24 2017

CASE NAME:
KRISTYNE LOPEZ v. PFIZER, INC., et al.

CLERK OF THE SUPERIOR COURT

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation:
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **17854206**
 By: *[Signature]* DEPUTY

Items 1-6 below must be completed (see instructions on page 2)

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PIP/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <p>Non-PI/PD/W/D (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input checked="" type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **6**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015)

BY FAX

Date: **3/23/17**
 Lowell W. Finson
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim, subject to arbitration; check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT B



1 FINSON LAW FIRM
2 Lowell W. Finson (SBN 275586)
3 126 Westwind Mall
4 Marina Del Rey, California 90292
5 E-Mail: lowellwfinson@gmail.com
6 Telephone: (602) 377-2903
7 Facsimile: (310) 425-3278

FILED
ALAMEDA COUNTY
MAR 24 2017
SUPERIOR COURT
DEPUTY

8 *Attorneys for Plaintiff*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF ALAMEDA**

11 **KRYSTYNE LOPEZ**

Case No.: **17854206**

12 **Plaintiff,**

**COMPLAINT FOR DAMAGES
AND
DEMAND FOR JURY TRIAL**

13 **vs.**

14 **PFIZER, INC., GREENSTONE, LLC,
15 MCKESSON CORPORATION, and DOES
1-50**

16 **Defendants**

17 **Plaintiff alleges as follows:**

BY FAX

18 **PARTIES AND JURISDICTION**

19 1. Plaintiff Krystyne Lopez is and at all relevant times a citizen and resident of the City of
20 San Leandro, State of California. Use of the singular term, "Plaintiff", refers to Krystyne
21 Lopez, unless the context denotes otherwise.

22 2. Plaintiff brings this action for personal injuries sustained by the use of DEPO-
23 PROVERA® (medroxyprogesterone acetate), was diagnosed with Pseudotumor Cerebri
24 (hereinafter referred to as "PTC") on or about November 22, 2013, that required multiple
25 lumbar punctures. Within the last two years, Plaintiff discovered that such diagnosis was
26
27
28

1 caused by her having injected DEPO-PROVERA® into her body.

2 3. Defendant Pfizer, Inc. (hereinafter referred to as "Pfizer") is a corporation domiciled in
3 the State of Delaware, with its principal place of business in New York, New York, AND AT
4 ALL RELEVANT TIMES CONDUCTED REGULAR AND SUSTAINED BUSINESS IN
5 CALIFORNIA AND IN EVERY OTHER STATE OF THE UNION.
6

7 4. Defendant Greenstone, LLC (hereinafter referred to as "Greenstone") is a wholly owned
8 subsidiary of Pfizer, Inc. and Limited Liability Company domiciled in the State of New Jersey,
9 with its principal place of business in Peapack, New Jersey, AND AT ALL RELEVANT
10 TIMES CONDUCTED REGULAR AND SUSTAINED BUSINESS IN CALIFORNIA AND
11 IN EVERY OTHER STATE OF THE UNION.
12

13 5. Defendant MCKESSON CORPORATION was and is a corporation organized and
14 existing under the laws of the State of Delaware, with its principal place of business at One
15 Post Street, San Francisco, California 94104. MCKESSON CORPORATION touts itself as,
16 among other things, (1) the largest pharmaceutical distributor in North America distributing
17 one-third of the medications used daily in North America, (2) the nation's leading health care
18 information technology company, and (3) a provider of "decision support" software to help
19 physicians determine the best possible clinical diagnosis and treatment plans for patients.
20

21 6. At all relevant times, Defendant MCKESSON CORPORATION conducted regular and
22 sustained business in California and IN EVERY OTHER STATE OF THE UNION by selling
23 and distributing its products and services in California and EVERY OTHER STATE OF THE
24 UNION, and engaged in substantial commerce and business activity in the County of Alameda,
25 AND IN EVERY OTHER COUNTY IN CALIFORNIA.
26

27 7. The true names or capacities, whether individual, corporate, or otherwise, of Defendants
28 Does 1-50, are unknown to Plaintiff who therefore sue said Defendants by such fictitious

1 names. Plaintiff believes and alleges that each of the Defendants designated herein by fictitious
2 names is in some manner legally responsible for the events and happenings herein referred to
3 and proximately caused foreseeable damages to Plaintiff as alleged herein.

4 8. All Defendants are authorized to do business in California and EVERY OTHER
5 STATE OF THE UNION, and derive substantial income from doing business in those states.

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

7 10. Upon information and belief, Defendants did act together, IN CALIFORNIA AND IN
8 EVERY OTHER STATE OF THE UNION, to design, sell, advertise, manufacture and /or
9 distribute DEPO-PROVERA®, with full knowledge of its dangerous and defective nature.

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

14
15 **GENERAL ALLEGATIONS**

16 12. This is a civil action brought on behalf of Plaintiff regarding damages which were
17 proximately caused by the injection of DEPO-PROVERA® into Plaintiff.

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

21 14. At all times relevant herein, Defendants were in the business of designing, testing,
22 manufacturing, labeling, advertising, marketing, promoting, selling and distributing
23 pharmaceuticals, including DEPO-PROVERA®, and other products for use by the mainstream
24 public, including Plaintiff.

25 15. DEPO-PROVERA® was designed, manufactured, marketed, distributed and sold to the
26 Plaintiff by one or more Defendants, and more specifically, upon information and belief,
27
28

1 Defendant McKesson did distribute the DEPO-PROVERA® injected into Plaintiff, which gives
2 rise to the causes of action, and the injuries sustained as a direct and proximate result of such
3 injection.

4 16. DEPO-PROVERA® is the brand name for a 150 mg aqueous injection of
5 medroxyprogesterone acetate. It is a progestin based contraceptive administered in women of
6 child-bearing age as an intramuscular shot. The shot must be injected into the thigh, buttocks or
7 deltoid four times a year (every 11 to 13 weeks) and provides pregnancy protection
8 instantaneously after the first injection. The FDA approved DEPO-PROVERA® for
9 contraceptive use on 29 October 1992, and for management of endometriosis-related pain on 25
10 March 2005.

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

19 18. Defendants sold or aided and abetted in the sale of DEPO-PROVERA® which was and
20 is defective and unreasonably dangerous. At all pertinent times, Defendants knew, or should
21 have known, that DEPO-PROVERA® was and is hazardous to human health.

22 19. Defendants, through its funding and control of certain studies concerning the effects of
23 DEPO-PROVERA® on human health, their control over trade publications, promoting,
24

1 marketing, and/or through other agreements, understandings and joint undertakings and
2 enterprises, conspired with, cooperated with and/or assisted in the wrongful suppression, active
3 concealment and/or misrepresentation of the true relationship between DEPO-PROVERA®
4 and various diseases, all to the detriment of the public health, safety and welfare and thereby
5 causing harm to the State.
6

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

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

21 22. The statements, representations and promotional schemes publicized by Defendants
22 were deceptive, false, incomplete, misleading and untrue. Defendants knew, or should have
23 known, that its statements, representations and advertisements were deceptive, false,
24 incomplete, misleading and untrue at the time of making such statements. Defendants had an
25 economic interest in making such statements. Neither the Plaintiff nor the physicians who
26 prescribed DEPO-PROVERA® to her had knowledge of the falsity or untruth of Defendants'
27 statements, representations, and advertisements when prescriptions for DEPO-PROVERA®
28

1 were written. Moreover, Plaintiff and Plaintiff's physician had a right to rely on Defendants'
2 statements, representations, and advertisements. Each of the statements, representations, and
3 advertisements were material to the Plaintiff's purchase of DEPO-PROVERA® in that the
4 Plaintiff would not have purchased DEPO-PROVERA® if Plaintiff had known that
5 Defendants' statements, representations, and advertisements were deceptive, false, incomplete,
6 misleading, and untrue. These acts were designed to and did in fact allow Defendants to earn
7 substantial income from the sale of DEPO-PROVERA®.
8

9 23. Plaintiff had a right to rely upon the representations of Defendants and was directly and
10 proximately injured by such reliance, all as described above.

11 24. Had Plaintiff been adequately warned of the potential life-threatening side effects, she
12 could have chosen to request other birth control medications or devices and avoided DEPO-
13 PROVERA®'s potentially life threatening side effects.
14

15 25. Plaintiff was prescribed DEPO-PROVERA® by physicians authorized to prescribe
16 DEPO-PROVERA®, used DEPO-PROVERA® as prescribed, and as a result suffered damages
17 and injury.

18 26. Defendants negligently, recklessly, and wantonly failed to warn Plaintiff and the
19 general public, of the risks associated with taking DEPO-PROVERA®. Defendants failed to
20 do so even after various studies showed that there were problems concerning the risks of PTC
21 associated with DEPO-PROVERA® and or its active ingredient, a synthetic progestin or
22 Progesterone compound.
23

24 27. Defendants endeavored to deceive Plaintiff, and the general public, by not disclosing
25 the findings of the various studies, possibly including its own that revealed problems
26 concerning the dangers of DEPO-PROVERA® and Progesterone.

27 28. Further, Defendants did not provide warnings and instructions that would have put
28

1 Plaintiff, and the general public, on notice of the dangers and adverse effects caused by DEPO-
2 PROVERA®.

3 29. Defendants designed, manufactured, distributed, sold, and/or supplied DEPO-
4 PROVERA® and placed DEPO-PROVERA® into the stream of commerce in a defective and
5 unreasonably dangerous condition, taking into consideration the utility of the drug and the risk
6 to Plaintiff and the general public.

7
8 30. DEPO-PROVERA® as designed, manufactured, distributed, sold, and/or supplied by
9 Defendants was defective as marketed due to inadequate warnings, instructions, and/or
10 labeling.

11 31. DEPO-PROVERA® as designed, manufactured, distributed, sold, and/or supplied by
12 Defendants was defective due to inadequate testing before and after Defendants' knowledge of
13 the various studies, including their own, evidencing the rightful concerns over the risks of PTC
14 related injuries associated with DEPO-PROVERA®.

15
16 32. DEPO-PROVERA® has been associated with an increased risk of PTC. Sometimes
17 alternatively referred to as idiopathic intracranial hypertension or IIH, PTC is a condition in
18 which the pressure inside the skull is increased. This increased pressure affects the brain in a
19 way that the condition initially appears to be, though it is not, a tumor.

20
21 33. The nature of the Plaintiffs' injuries and their relationship to DEPO-PROVERA® use
22 were inherently undiscoverable; and, consequently, the discovery rule should be applied to toll
23 the running of the statute of limitations until Plaintiff knew or through the exercise of
24 reasonable care and diligence should have known of the existence of her claims against
25 Defendants. Plaintiffs did not discover, and through the exercise of reasonable care and due
26 diligence, could not have discovered, their injuries earlier.

27
28 34. Further, Plaintiff did not have knowledge of facts that would lead a reasonable, prudent

1 person to make inquiry to discover Defendants' tortious conduct. Under appropriate
2 application of the discovery rule, Plaintiffs' suit was filed well within the applicable statutory
3 limitations period.

4
5 35. Defendants are estopped from asserting a statute of limitations defense because they
6 fraudulently concealed from Plaintiff the nature of Plaintiffs' injuries and the connection
7 between the injury and DEPO-PROVERA®.

8 36. Defendants have over promoted DEPO-PROVERA®, thus eliminating a defense of
9 learned intermediary.

10 37. DEPO-PROVERA® fails to meet reasonable consumer expectations, thus eliminating
11 the defense of learned intermediary.

12
13 38. Defendants failed to properly disclose to the FDA and the public, information necessary
14 to allow an informed decision to be made regarding the contents of the label and/or the
15 approved uses of DEPO-PROVERA®.

16 39. For each Count hereinafter alleged and averred, the above and following Paragraphs
17 should be considered realleged as if fully rewritten.

18
19 **FIRST CAUSE OF ACTION**

20 **(Strict Liability)**

21 40. Defendants defectively designed and manufactured DEPO-PROVERA, which was
22 marketed to physicians and the general public, including Plaintiff.

23
24 41. A medical professional injected DEPO-PROVERA® into Plaintiff for birth control,
25 which was the foreseeable and intended use of DEPO-PROVERA®.

26 42. DEPO-PROVERA® failed to perform as safely as an ordinary consumer would expect,
27 as the use of DEPO-PROVERA® was associated with a high risk of severe, physical injury, and
28

1 potential blindness, resulting in PTC or Idiopathic Intracranial Hypertension.

2
3 43. The design of DEPO-PROVERA® was defective in that the risks associated with using
4 DEPO-PROVERA® outweighed any benefits of the design. Any benefits associated with the
5 use of DEPO-PROVERA® were relatively minor and could have been obtained by the use
6 of other, alternative treatments and products that could equally or more effectively reach
7 similar results.

8
9 44. The defect in design existed when the product left Defendants' possession.

10 45. At the time DEPO-PROVERA® left the control of Defendants, Defendants knew or
11 should have known of the risks associated with injecting DEPO-PROVERA®.

12
13 46. At all times material hereto, Defendants failed to provide Plaintiff the warnings or
14 instructions a manufacturer exercising reasonable care would have provided concerning the risk
15 which ultimately caused Plaintiffs injury.

16
17 47. At all times material hereto, Defendants failed to provide post-marketing warnings or
18 instructions to Plaintiff or Plaintiffs physician sufficient to convey the true risks associated
19 with the use of DEPO-PROVERA®.

20
21 48. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff was injured
22 as described above.

23 WHEREFORE, Plaintiff demands judgment against Defendants in such an
24 amount of compensatory and punitive damages as a jury deems reasonable, plus costs.
25
26
27
28

SECOND CAUSE OF ACTION

(Negligence)

1
2
3
4 49. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

5 50. Defendants had a duty to exercise reasonable care in designing, developing,
6 manufacturing, packaging, labeling, marketing, advertising, selling, and/or distributing DEPO-
7 PROVERA®.

8
9 51. Defendants failed to exercise ordinary care in designing, developing, manufacturing,
10 packaging, labeling, marketing, advertising, selling; and/or distributing of DEPO-PROVERA®;
11 Defendants knew or should have known that DEPO-PROVERA® created an unreasonable
12 risk of bodily harm.

13
14 52. Despite the fact Defendants knew or should have known that DEPO-PROVERA®
15 caused unreasonable, dangerous side effects which many users would be unable to remedy
16 by any means, they continued to market DEPO-PROVERA® to physicians, including
17 Plaintiffs physician, and consumers, including Plaintiff, when there were safer alternative
18 methods of treatment.

19
20 53. Defendants knew or should have known that consumers such as Plaintiff would suffer
21 injury or death as a result of Defendants' failure to exercise ordinary care as described above.

22
23 54. As a direct and proximate result of Defendants' negligence and wrongful conduct,
24 Plaintiff was injured as described above.

25
26 WHEREFORE, Plaintiff demands judgment against Defendants in such an amount
27 of compensatory and punitive damages as a jury deems reasonable, plus costs

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THIRD CAUSE OF ACTION

(Breach of Express Warranty)

55. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

56. Before Plaintiff was first prescribed DEPO-PROVERA® and during the period in which she used DEPO-PROVERA®, Defendants expressly warranted that DEPO-PROVERA® was safe.

57. DEPO-PROVERA® did not conform to these express representations because DEPO-PROVERA® was not safe and had high levels of serious side effects, including PTC, Idiopathic Intracranial Hypertension, migraine like headaches, blurry vision and blindness, whether taken individually or in conjunction with other therapies.

58. As a direct and proximate result of this wrongful conduct, Plaintiff was injured as described above.

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

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty)

59. Plaintiff realleges all prior paragraphs of the First Amended Complaint as if set out here in full.

60. At the time Defendants packaged, labeled, promoted, marketed, advertised, sold, and/or distributed DEPO-PROVERA® for use by Plaintiff, they knew of the use for which DEPO-PROVERA® was intended and impliedly warranted the product to be of merchantable quality

1 and safe and fit for such use.

2

3 61. Plaintiff reasonably relied upon the skill and judgment of Defendants as to whether
4 DEPO-PROVERA® was of merchantable quality and safe and fit for its intended use.

5

6 62. Contrary to such implied warranty, DEPO-PROVERA® was not of merchantable quality
7 or safe or fit for its intended use, because the product was and is unreasonably dangerous and
8 unfit for the ordinary purpose for which it was used as described above.

9

10 63. As a direct and proximate result of the Defendants' wrongful conduct, Plaintiff was
11 injured as described above.

12

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

14

15 **FIFTH CAUSE OF ACTION**

15

16 **(Fraud)**

16

17

18 64. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

18

19 65. Before Plaintiff was prescribed DEPO-PROVERA® and during the period in which she
20 took DEPO-PROVERA®, Defendants made false representations regarding the safety and
21 efficacy of DEPO-PROVERA®. Defendants knew that its representations regarding the safety
22 of DEPO-PROVERA® were false.

23

24 66. Defendants' representations regarding the safety and efficacy of DEPO-PROVERA®
25 were made with the intent of misleading Plaintiff and Plaintiffs physician in relying upon those
26 representations, and Plaintiff and Plaintiffs physician were justified in relying, and did in fact
27 rely, upon such misrepresentations.

28

1 67. Defendants' misrepresentations regarding the safety and efficacy of DEPO-PROVERA®
2 were material. Plaintiff would not have injected DEPO-PROVERA® for birth control had
3 she been made aware of the true risks associated with using DEPO-PROVERA®, including
4 PTC, Idiopathic Intracranial Hypertension, migraine like headaches, blurry vision, and
5 blindness.
6

7 68. As a direct and proximate result of Defendants' misrepresentations, Plaintiff was
8 injured as described above.
9

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

12 **SIXTH CAUSE OF ACTION**

13 **(Fraudulent Concealment)**
14

15 69. Plaintiff realleges all allegations of the Complaint as if set out here in full.

16 70. Before Plaintiff was prescribed DEPO-PROVERA® and during the period in which she
17 took DEPO-PROVERA®, Defendants concealed material facts regarding the safety and
18 efficacy of DEPO-PROVERA®, more specifically, that DEPO-PROVERA® caused PTC,
19 Idiopathic Intracranial Hypertension, migraine like headaches, blurry vision and blindness.
20 Defendant had a duty to disclose this information to prescribing physicians and the general
21 public, including Plaintiff.
22

23 71. Defendants' concealment of material information regarding DEPO-PROVERA® was
24 done with the intent to mislead Plaintiff and Plaintiffs physician, and Plaintiff and
25 Plaintiffs physician were justified in reliance on Defendants' concealment.
26

27 72. As a direct and proximate result of Defendants' concealment of material facts, Plaintiff
28

1 was injured as described above.

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

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

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff demands judgment against Defendants as follows:
10

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

18
19 Dated: March 23, 2017

20 FINSON LAW FIRM

21 
22

23 By: Lowell W. Finson

24 Attorneys for Plaintiff

25
26 **DEMAND FOR JURY TRIAL**

27 Plaintiffs demand a trial by jury on all issues so triable.
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Dated: March 23, 2017

FINSON LAW FIRM



By: Lowell W. Finson

Attorneys for Plaintiff

EXHIBIT C



SUM-100

**SUMMONS
(CITACION JUDICIAL)**


FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

ALAMEDA COUNTY

MAR 24 2017

CLERK OF THE SUPERIOR COURT

By  DEPUTY

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

PFIZER, INC., GREENSTONE, LLC, MCKESSON CORPORATION,
and DOES 1-50

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

KRYSTYNE LOPEZ

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda
2233 Shoreline Drive
Alameda, California 94501 George E. McDonald Hall of Justice

CASE NUMBER
(Número del Caso) **17054206**

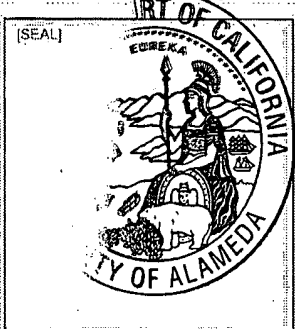
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
FINSON LAW FIRM Lowell W. Finson (SBN 275586) Marina Del Rey, California 90292 (602) 377-2903

DATE: 3/23/17
(Fecha)

Chad Finke

Clerk, by:  Deputy
(Secretario) (Adjunto)

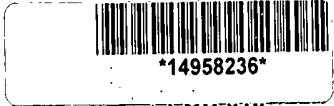
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons; (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

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

EXHIBIT D



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lowell W. Finson, 275586 The Finson Law Firm 126 Westwind Mall Marina Del Rey, CA 90292 TELEPHONE NO.: 623-628-4657 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED ALAMEDA COUNTY APR 13 2017 CLERK OF THE SUPERIOR COURT By <u>Molly Kautz</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: Krystyne Lopez DEFENDANT/RESPONDENT: Pfizer, Inc., et al	CASE NUMBER: RG17854206
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: DEPO-PROVERA

BY FAX

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Summons; Civil Case Cover Sheet; Complaint; Stipulation to Attend Alternative Dispute Resolution; Delay Initial Case Management Conference for 90 Days

3. a. Party served: Greenstone, LLC
- b. Person Served: Cora Brown, Training Manager - Person Authorized to Accept Service of Process

4. Address where the party was served: 100 Route 206 North
Peapack, NJ 07977

5. I served the party
 - a. by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 04/06/2017 (2) at (time): 1:30PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Greenstone, LLC
under: Other: Limited Liability Company

7. Person who served papers

- a. Name: Robert Allen
- b. Address: One Legal - 194-Marin
504 Redwood Blvd #223
Novato, CA 94947

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 199.95

- e I am:
- (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 04/11/2017

Robert Allen

Robert Allen

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

EXHIBIT E



20060909

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none The Finsoh Law Firm 126 Westwind Mall Marina Del Rey,, CA 90292 TELEPHONE NO.: 623-628-4657 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED ALAMEDA COUNTY MAR 30 2017 CLERK OF THE SUPERIOR COURT By <u>Sue Lopez</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: KRISTYNE LOPEZ DEFENDANT/RESPONDENT: PFIZER, INC., et al	CASE NUMBER: RG 17854206
<p style="text-align: center;">PROOF OF SERVICE OF SUMMONS</p>	Ref. No. or File No.: DEPO-PROVERA

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**
 2. I served copies of: Complaint for Damages and Demand for Jury Trial, Civil Case Cover Sheet, Summons, ADR Information Packet

3. a. Party served: MCKESSON CORPORATION

b. Person Served: CSC - Becky DeGeorge - Person Authorized to Accept Service of Process

4. Address where the party was served: 2710 N Gateway Oaks Dr, Ste 150
 Sacramento, CA 95833

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 03/29/2017 (2) at (time): 2:06PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

MCKESSON CORPORATION
 under: CCP 416.10 (corporation)

7. Person who served papers

a. Name: Spenser G. Fritz
 b. Address: One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947

c. Telephone ☐ 415-491-0606

d. The fee for service was: \$ 37.95

e I am:

- (3) registered California process server.
 - (i) Employee or independent contractor.
 - (ii) Registration No.: 2016-05
 - (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.
 Date: 03/29/2017

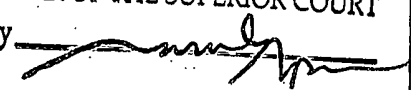
Spenser G. Fritz
 (NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

EXHIBIT F



20062892
POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lowell W. Finson, 275586 The Finson Law Firm 126 Westwind Mall Marina Del Rey, CA 90292 TELEPHONE NO.: 623-628-4657 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED ALAMEDA COUNTY MAR 30 2017 CLERK OF THE SUPERIOR COURT By 
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: KRISTYNE LOPEZ DEFENDANT/RESPONDENT: PFIZER, INC., et al	CASE NUMBER: RG17854206
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: DEPO-PROVERA

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**
 2. I served copies of: **Complaint, Civil Case Cover Sheet, Summons, ADR Packet**

3. a. Party served: **PFIZER, INC**
 b. Person Served: **Gladys Aguilera-CT Corporation System - Person Authorized to Accept Service of Process**

4. Address where the party was served: **818 West Seventh Street, Suite 930
 Los Angeles, CA 90017**

5. I served the party
 a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **03/27/2017** (2) at (time): **3:00PM**

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

PFIZER, INC
 under: **CCP 416.10 (corporation)**

7. Person who served papers

a. Name: **Jimmy Lizama**
 b. Address: **One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947**

c. Telephone number: **415-491-0606**

d. The fee for service was: **\$ 37.95**

e I am:
 (3) registered California process server.
 (i) Employee or independent contractor.
 (ii) Registration No.: **4553**
 (iii) County: **Los Angeles**

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.
 Date: **03/28/2017**

Jimmy Lizama
 (NAME OF PERSON WHO SERVED PAPERS)


 (SIGNATURE)