

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

ELIZABETH E. GREMILLION
individually and as the surviving
spouse of CECIL B. GREMILLION
and on behalf of Cecil B. Gremillion and/or
the Estate of Cecil B. Gremillion

CIVIL ACTION NO.:

JUDGE:

MAGISTRATE JUDGE:

VERSUS

ZHEJIANG HUAHAI
PHARMACEUTICAL CO., LTD.,
HUAHAI US, INC., PRINSTON
PHARMACEUTICAL, INC.,
SOLCO HEALTHCARE U.S., L.L.C.,
and WALGREENS CO.

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT

Complainant, ELIZABETH E. GREMILLION, individually and as the surviving spouse of CECIL B. GREMILLION and on behalf of Cecil B. Gremillion and/or on behalf of the Estate of Cecil B. Gremillion, a resident of and domiciled in the State of Louisiana, Parish of Vermillion, complaining of ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD., a corporation organized and existing under the laws of the People's Republic of China, HUAHAI US, INC., a New Jersey corporation, authorized to do and doing business in the State of Louisiana and specifically within the Western District of Louisiana, PRINSTON PHARMACEUTICAL, INC., a Delaware corporation, authorized to and doing business in the State of Louisiana and specifically within the Western District of Louisiana, SOLCO HEALTHCARE U.S., L.L.C., a Delaware limited liability company, authorized to and doing business in the State of Louisiana and specifically within the Western District of Louisiana, WALGREENS CO., an Illinois corporation, authorized to and

doing business in the State of Louisiana and specifically within the Western District of Louisiana, respectfully represents that:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 (diversity jurisdiction). The amount in controversy exceeds \$75,000.00 exclusive of interest and costs. There is complete diversity of citizenship between Plaintiff and Defendants. Plaintiff is a resident and citizen of and is domiciled in the State of Louisiana. As set forth more fully below, all defendants are entities organized in states other than the State of Louisiana, all Defendants have their principal place of business in a state other than the State of Louisiana, and none of the Defendants is a citizen or resident of the State of Louisiana.

2. This court has personal jurisdiction over Defendants because they conduct business in the State and/or are systematically and continuously conducting business in the State of Louisiana, including, but not limited to, the marketing, advertising, selling and distributing of drugs, including Valsartan, to the residents in this State and/or purposefully direct or directed their actions toward the State, they consensually submitted to the jurisdiction of the State when obtaining a manufacturer or distributor license, and because they have the requisite minimum contacts with the State necessary to constitutionally permit the Court to exercise jurisdiction.

3. Venue is proper in this District 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 each Defendant transacted affairs and conducted activity that gave rise to the claim of relief in this District.

4. The Defendants marketed, advertised, promoted, sold and distributed the dangerous product in this District; Cecil Gremillion was prescribed and administered adulterated Valsartan in this District; Plaintiff's injuries, harms, losses and damages occurred in this District; Defendants

do substantial business in the State of Louisiana and within this District; and all time relevant hereto, Defendants developed, manufactured, promoted, marketed, distributed, warranted and/or sold Valsartan in interstate commerce.

II. PARTIES

A. PLAINTIFF.

5. Plaintiff, ELIZABETH E. GREMILLION, individually and as the surviving spouse of CECIL B. GREMILLION and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion, is a resident of and domiciled in the State of Louisiana, Parish of Vermillion. During all relevant times, CECIL B. GREMILLION was also a resident of and domiciled in the State of Louisiana, Parish of Vermillion and was prescribed and administered the drug Valsartan which is the subject of this litigation. The Valsartan (INSERT LOT #S) prescribed and taken by CECIL B. GREMILLION was developed, manufactured, promoted, marketed, distributed and/or sold by defendants, Zhejiang Huahai Pharmaceutical Co., Ltd., Huahai US, Inc., Princeton Pharmaceutical, Inc., Solco Healthcare U.S., LLC. Cecil B. Gremillion purchased his prescription for Valsartan from Walgreen's Co. Store No. 7393 located in the city of Abbeville, Vermillion Parish, Louisiana.

6. At all times material hereto, Plaintiff, ELIZABETH E. GREMILLION, was the spouse of her now deceased husband, CECIL B. GREMILLION.

7. As the surviving spouse of the decedent, CECIL B. GREMILLION, Plaintiff, ELIZABETH E. GREMILLION, is entitled to and is the proper party to maintain a survival action on behalf of her late husband, Cecil B. Gremillion, and a wrongful death action.

B. DEFENDANTS.

8. On information and belief, the defendant, ZHEJIANG HUAHAI PHARMACEUTICAL CO., LTD., (“Zhejiang”) is a corporation organized and existing under the laws of the People’s Republic of China, and it maintains its principal place of business as Xunqiao, Linhai, Zhejiang 317024, China. On information and belief, Zhejiang is the manufacturer of the prescription drug Valsartan, which is the subject of this litigation. The company touts on its website that: (a) Its “workshops of formulation are designed in strict compliance with the international cGMP standard...” and (b) It is it the “first pharmaceutical company in China that has passed USA FDA approval.”

9. Defendant, HUAHAI US, INC., (“Huahai”) is a corporation organized and existing under the laws of the State of New Jersey, and it maintains its principal place of business at 2001 Eastpark Boulevard, Cranbury, New Jersey. On information and belief, Huahai conducts substantial business in the State of Louisiana and manufactures, markets and/or distributes Valsartan for use in generic drugs. On information and belief, and according to its website, Huahai is a wholly-owned subsidiary of Zhejiang focusing on the sales and marketing of active pharmaceutical ingredients (“APIs”) and Intermediates and lists Valsartan as one of its products.

10. Defendant, PRINSTON PHARMACEUTICAL, INC., (“Prinston”) is a corporation organized and existing under the laws of the State of Delaware, and it maintains its principal place of business at 2002 Eastpark Boulevard, Cranbury, New Jersey. On information and belief, Prinston conducts substantial business in the state of Louisiana and manufactures, markets and/or distributes generic drugs, including the prescription drug Valsartan, by incorporating Valsartan manufactured in China by Zhejiang.

11. Defendant, SOLCO HEALTHCARE U.S., LLC, (“Solco”) is a limited liability company organized under the laws of the State of Delaware, and it maintains its principal place of business at 2002 Eastpark Boulevard, Cranbury, New Jersey. On information and belief, Solco is a fully owned subsidiary of Princeton Pharmaceuticals, Inc. and Zhejiang Huahai Pharmaceutical, L.L.C. On information and belief, Princeton is the sole member of Solco. According to Princeton’s website, Solco is the U.S. sales and marketing division of Princeton. On information and belief, Solco conducts substantial business in the State of Louisiana by marketing and distributing generic drugs, including the prescription drug Valsartan, which is the subject matter of this litigation.

12. Defendant, WALGREENS CO., (“Walgreens”) is a corporation organized under the laws of the State of Illinois. Defendant Walgreens conducts substantial business in the State of Louisiana. Cecil B. Gremillion purchased his Valsartan medication at Walgreen’s Pharmacy (Store No. 7393) located in the City of Abbeville, Parish of Vermilion, State of Louisiana.

III. FACTUAL ALLEGATIONS

13. Valsartan is a generic prescription drug mainly used to treat hypertension, high blood pressure and congestive heart failure. It was originally marketed and sold under the brand name Diovan.

14. Due to manufacturing defects, certain generic formulations of Valsartan have become adulterated with an organic chemical known as *N*- nitrosodimethylamine (more commonly known as and hereinafter referred to as “NDMA”).

15. Plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion, seeks to recover damages from the Defendants for developing, manufacturing, promoting, marketing, supplying, distributing and ultimately selling Valsartan to Cecil Gremillion which was

adulterated and defective because it contained NDMA, which rendered the Valsartan adulterated, unsafe, and dangerous for consumption by humans (“the Adulterated Valsartan”).

16. On information and belief, NDMA is not currently produced in pure form or commercially used in the United States, except for research purposes.

17. On information and belief, NDMA was formerly used in the production of, among other things, liquid rocket fuel.

18. The United States Environmental Protection Agency (“EPA”) classifies NDMA as a B2 (probable human) carcinogen, based on the induction of tumors in both rodents and non-rodent mammals exposed to NDMA by various routes.

19. According to the EPA, in animal studies of various species including rats and mice, exposure to NDMA has caused tumors primarily of the liver, respiratory tract, kidney and blood vessels.

20. According to the EPA, potential symptoms of overexposure to NDMA include but are not limited to “enlarged liver, reduced function of liver, kidneys and lungs.”

21. NDMA is listed as a “priority toxic pollutant” in federal regulations. See 40 CFR § 131.36.

22. The U.S. Department of Health and Human Services states that NDMA is reasonably anticipated to be a human carcinogen (DHHS 2011).

23. The American Conference of Governmental Industrial Hygienists has classified NDMA as a Group A3 confirmed animal carcinogen with unknown relevance to humans (ACGIH 2012).

24. The U.S. Food & Drug Administration (“FDA”) is an agency within the U.S. Department of Health and Human Services.

25. The FDA protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices.

26. On or about July 13, 2018, the FDA announced a voluntary recall of several brands of drugs containing Valsartan, including those manufactured, promoted, marketed, supplied, distributed and/or sold by Defendants (“the Recall”).

27. The Adulterated Valsartan is composed of certain specific lots (“the Lots”). The FDA has issued a list of the Lots that are subject to the Recall.

28. Defendants manufactured, promoted, marketed, supplied, distributed and/or sold, respectively, the Lots of Adulterated Valsartan that are subject to the Recall.

29. Cecil Gremillion purchased and ingested Adulterated Valsartan from the Lots subject to the Recall that were manufactured, promoted, marketed, supplied, distributed and/or sold by the Defendants.

30. According to the Recall, the Lots of the Adulterated Valsartan identified on the Recall List contained NDMA.

31. Defendant, Zhejiang, manufactured and supplied the Valsartan used in the manufacture of the Adulterated Valsartan that is subject to the Recall.

32. In addition to the Recall in the United States, prescription drugs containing Valsartan have been recalled in approximately 21 other countries.

33. According to the FDA, numerous Valsartan-containing prescription medications are subject to the Recall.

34. Cecil B. Gremillion, the deceased husband of the plaintiff, Elizabeth Gremillion, was prescribed Valsartan by his primary care physician, Dr. Ronald M. Lahasky, on or about July 18, 2016 to treat hypertension.

35. Cecil B. Gremillion purchased and filled his prescriptions for what, unbeknownst to him, was Adulterated Valsartan at Walgreens Store No. 7393 in Abbeville, Louisiana (2201 Veterans Memorial Dr., Abbeville, LA 70510).

36. Pursuant to his prescription, Cecil Gremillion consumed the Adulterated Valsartan on a daily basis.

37. On or about November 17, 2017, after ingesting Valsartan on a daily basis for over one year, Cecil Gremillion was diagnosed with kidney cancer.

38. On May 11, 2018, Cecil Gremillion died. He was 70 years old. The cause of death listed on Cecil Gremillion's death certificate is "malignant neoplasm of kidney."

39. The Adulterated Valsartan purchased and consumed by Cecil Gremillion was included in the Lots subject to the Recall on or about July 13, 2018.

40. Cecil Gremillion died nearly two months prior to the recall by the FDA. As such, from the time that he was first prescribed Valsartan until the time of his death, he was never made aware that the Valsartan he was consuming on a daily basis was adulterated and contained the dangerous carcinogen, NDMA.

41. According to the FDA on or about July 17, 2018:

The companies listed below are recalling all lots of non-expired products that contain the ingredient valsartan supplied to them by Zhejiang Huahai Pharmaceuticals, Linhai, China. Not all valsartan-containing medicines distributed in the United States have valsartan active pharmaceutical ingredient (API) supplied by this specific company. Zhejiang Huahai has stopped distributing its valsartan API and the FDA is working with the affected companies to reduce or eliminate the valsartan API impurity from future products.

Recalled Products

<u>Medicine</u>	<u>Company</u>
<i>Valsartan</i>	<i>Major Pharmaceuticals</i>
<i>Valsartan</i>	<i>Solco Healthcare</i>
<i>Valsartan</i>	<i>Teva Pharmaceuticals Industries Ltd</i>
<i>Valsartan/Hydrochlorothiazide (HCTZ)</i>	<i>Solco Healthcare</i>
<i>Valsartan/Hydrochlorothiazide (HCTZ)</i>	<i>Teva Pharmaceuticals Industries Ltd</i>

42. On or about July 17, 2018, the FDA issued a press release. According to that press release:

The U.S. Food and Drug Administration is alerting health care professionals and patients of a voluntary recall of several drug products containing the active ingredient valsartan, used to treat high blood pressure and heart failure. ***This recall is due to an impurity, N-nitrosodimethylamine (NDMA), which was found in the recalled products.*** However, not all products containing valsartan are being recalled. ***NDMA is classified as a probable human carcinogen (a substance that could cause cancer) based on results from laboratory tests. The presence of NDMA was unexpected and is thought to be related to changes in the way the active substance was manufactured.***

The FDA's review is ongoing and has included investigating the levels of NDMA in the recalled products, assessing the possible effect on patients who have been taking them and what measures can be taken to reduce or eliminate the impurity from future batches produced by the company.

The FDA is committed to maintaining our gold standard for safety and efficacy. That includes our efforts to ensure the quality of drugs and the safe manner in which they're manufactured," said FDA Commissioner Scott Gottlieb, M.D. "When we identify lapses in the quality of drugs and problems with their manufacturing that have the potential to create risks to patients, we're committed to taking swift action to alert the public and help facilitate the removal of the products from the market. As we seek the removal of certain drug products today, our drug shortages team is also working hard to ensure patients' therapeutic needs are met in the United States with an adequate supply of unaffected medications." [Emphasis added].

43. On or about July 17, 2018, the FDA determined that health professionals should know that:

The FDA has determined ***the recalled valsartan products pose an unnecessary risk to patients.*** Therefore, ***FDA recommends patients use valsartan-containing medicines***

made by other companies or consider other available treatment options for the patient's medical condition. If you have medication samples from these companies, quarantine the products and do not provide them to patients. [Emphasis added].

44. On or about July 17, 2018 according to Janet Woodcock, M.D., director of the FDA's Center for Drug Evaluation and Research:

"We have carefully assessed the valsartan-containing medications sold in the United States, and we've found that the valsartan sold by these specific companies does not meet our safety standards. This is why *we've asked these companies to take immediate action to protect patients....*" [Emphasis added]

45. Generic drugs reach the market when the brand-name version of the drug comes off patent and other competitors are able to seek approval for, market and sell bioequivalent versions of the brand-name drug. The generic equivalent is supposed to be of equal quality and equal safety. Defendant, Solco, who is in the business of marketing and distributing generic pharmaceuticals, explains on its website:

Generic pharmaceuticals are identical (bioequivalent) to the branded medications with regard to:

- Intended use.
- Effectiveness
- Dosage form
- Strength
- **Safety**
- Route of administration
- **Quality**

Solco's website further explains:

Our products are **manufactured in state-of-the-art GMP facilities in China using the highest quality assurance standards that meet the FDA regulatory requirements.** Solco is a fully owned subsidiary of Princeton Pharmaceuticals, Inc. and Zhejiang Huahai Pharmaceutical, leaders in drug development and manufacturing of active pharmaceutical ingredients (API) and finished dosage products. Together we strive to offer greater access to affordable medications that **you can trust.**

46. However, each of these representations and warranties made by Solco are false and/or misleading. To the contrary, the Defendants' Adulterated Valsartan at issue in this matter is neither safe nor of "high quality." In fact, the European Medicines Agency explained in July of 2018 that "NDMA is an unexpected impurity that was not detected by routine tests carried out by Zhejiang Huahai," and that the change in the manufacturing process which led to the impurity was introduced in 2012 and is "believed to have produced NDMA as a side product." As such, this contamination likely existed for approximately six years without being detected.

47. On information and belief, on or about August 21, 2018, over three months after Cecil Gremillion died, the defendant, Walgreens, sent a letter addressed to Cecil Gremillion and/or Elizabeth Gremillion advising of the Valsartan recall.

48. On August 21, 2018, Huahai posted information on its website. According to that post, a review of manufacturing and optimization processes in early June 2018 resulted in the discovery of NDMA, an impurity, in its Valsartan. According to Huahai, NDMA is a carcinogen.

49. Huahai has publicly stated that it isolated its storage of Valsartan API on hand, suspended its further release and manufacture, and notified the FDA and other regulatory agencies of its findings.

50. Huahai also purportedly notified its customers and instructed them to suspend the further use of its Valsartan API. Huahai then initiated a voluntary recall and provided periodic updates to both regulatory agencies and customers.

51. According to Huahai, it undertook recalls at the consumer level *to protect human health*. [Emphasis added].

52. At all times relevant herein, Defendants intended to and did convey to Cecil Gremillion that its prescription drug Valsartan was of the quality necessary to be utilized for its intended purpose.

53. At all times relevant herein, Defendants were negligent in manufacturing, promoting, marketing, supplying, distributing and/or selling the Adulterated Valsartan as a prescription drug safe for consumption by Cecil Gremillion because they failed to have adequate quality control procedures in place to determine that Valsartan API was adulterated.

54. As a result of failing to maintain appropriate quality control procedures, Defendants failed to detect NDMA in the Adulterated Valsartan.

55. Defendants made false and misleading representations and, prior to the Recall, failed to disclose to Cecil Gremillion that the Adulterated Valsartan was contaminated with NDMA.

56. As a result of ingesting and consuming Adulterated Valsartan on a daily basis for over one year, Cecil Gremillion was subjected and exposed to an increased risk of developing cancer and disease ultimately resulting in serious injuries, including but not limited to, the development of kidney cancer and his resulting death on May 15, 2018.

57. These injuries, including but not limited to the kidney cancer, required certain medicines, intense medical care and treatment, and resulted in Cecil Gremillion experiencing excessive pain and suffering, mental anguish and anxiety, loss of enjoyment of lifestyle and psychological injuries.

58. The Adulterated Valsartan purchased by Cecil Gremillion was not only dangerous but also worthless.

59. Cecil Gremillion suffered serious economic damages when he purchased Adulterated Valsartan. Cecil Gremillion would not have purchased the worthless Adulterated Valsartan from Defendants had he known that it was contaminated with NDMA.

60. Had Defendants disclosed to Cecil Gremillion that the Adulterated Valsartan was contaminated with NDMA, Cecil Gremillion would not have purchased the Adulterated Valsartan and would not have ingested the Adulterated Valsartan and been exposed to NDMA.

61. Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, maintains this action for the wrongful death of her husband, Cecil Gremillion, and as such alleges that she is entitled to and therefore claims damages in a reasonable sum for her grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of Cecil Gremillion, as well as a reasonable sum for the funeral and burial expenses of Cecil Gremillion, and all other elements of damages allowed under Louisiana law for his death.

62. Elizabeth Gremillion, as the surviving spouse of Cecil Gremillion, is entitled to and therefore maintains a survival action on behalf of the decedent, Cecil Gremillion, and/or on behalf of the Estate of Cecil Gremillion for the serious injuries and damages that he suffered prior to his death as a result of the actions and inactions of the Defendants, including kidney cancer which resulted in his death, his pain and suffering, mental anguish and anxiety, loss of enjoyment of life, economic damages, loss of consortium, psychological and emotional injuries and all other elements of damages allowed under Louisiana law.

63. Prior to his death, Cecil Gremillion incurred substantial medical expenses related to the medications, medical care and treatment he received as a result of the injuries and damages

he sustained from his daily consumption of the Adulterated Valsartan, including but not limited to his development of kidney cancer.

64. Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion, is entitled to and therefore claims reimbursement and damages in a reasonable sum for the medical expenses incurred by Cecil Gremillion.

IV. LEGAL CAUSES OF ACTION

Liability Under the Louisiana Products Liability Act

65. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

66. Plaintiff, Elizabeth Gremillion, brings these claims under the Louisiana Products Liability Act individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

67. At all times relevant to this action, Defendants designed, tested, manufactured, packaged, marketed, distributed, promoted and/or sold the Adulterated Valsartan, placing the drug into the stream of commerce.

68. At all times material, the Adulterated Valsartan was designed, tested, inspected, manufactured, assembled, developed, labeled, licensed, marketed, advertised, promoted, sold, packaged, supplied and/or distributed by Defendants in a defective and unreasonably dangerous condition to consumers, including the Plaintiff, Cecil Gremillion.

69. The Adulterated Valsartan was defective in formulation because when the drug left the hands of the Defendants, it was unreasonably dangerous and more dangerous than an ordinary consumer would expect.

70. The Adulterated Valsartan was also defective and unreasonably dangerous in that the foreseeable risk of injuries from consuming the Adulterated Valsartan exceeded the benefits associated with the formulation of the Adulterated Valsartan.

71. The Valsartan as manufactured, distributed, supplied and/or sold by Defendants was adulterated and defective and after Defendants knew or should have known of the risk of injuries from use and/or ingestion, they failed to provide adequate warnings to the medical community and the consumers, to whom they were directly marketing and advertising; and, further, they continued to affirmatively promote Adulterated Valsartan as safe and effective.

72. In light of the potential and actual risk of harm associated with the consumption of the Adulterated Valsartan, a reasonable person who had actual knowledge of this potential and actual risk of harm would have concluded that the Adulterated Valsartan should not have been marketed in that condition.

73. Although Defendants knew or should have known of the defective nature of the Adulterated Valsartan, they continued to manufacture, market, distribute and/or sell it so as to maximize sales and profits at the expense of the public health and safety. Defendants thus acted with conscious and deliberate disregard of the foreseeable harm caused by the Adulterated Valsartan.

74. As a direct and proximate result of Defendants' conduct, Plaintiff, Cecil Gremillion, purchased and consumed Adulterated Valsartan, and, as a result, he suffered severe injuries ultimately resulting in his death.

75. Information provided by the Defendants to the medical community and to consumers concerning the safety and efficacy of the Adulterated Valsartan, especially the

information contained in the advertising and promotional materials, did not accurately reflect the serious and potentially fatal side effects resulting from consumption of the Adulterated Valsartan.

76. Under the Louisiana Products Liability Act, Plaintiff shows that the serious risk of developing cancer, disease and other injuries are the direct and proximate result of breaches of obligations owed by Defendants to Plaintiff, including defects in construction, composition, design, marketing, manufacture, distribution, instructions and warnings by Defendants, which breaches and defects are listed more particularly, but not exclusively, as follows:

- a. Failure to instruct and/or warn of the serious risk of developing cancer, disease and other injuries;
- b. At the time the drug left the manufacturer's control, it deviated from the manufacturer's specifications or performance standards for the drug and/or from otherwise identical drugs manufactured by the same manufacturer.
- c. Failure to adequately instruct and/or warn healthcare providers, including those healthcare providers who prescribed Valsartan to plaintiff, Cecil Gremillion, of the serious risk of developing cancer, disease and other injuries;
- d. Manufacturing, producing, promoting, formulating, creating and/or designing Adulterated Valsartan without adequately testing it.
- e. Failing to provide adequate warning of the dangers associated with Adulterated Valsartan;
- f. The defects in designing, formulating, researching, developing, manufacturing, marketing, promoting and selling a medication when it knew or reasonably should have known of the risk of developing cancer, disease and other injuries;
- g. Defendants' liability under the Louisiana Products Liability Act as a result of its design, development, manufacture, marketing and sale of a medication which is defective and unreasonably dangerous for the risk of developing cancer, disease and other injuries;
- h. The continued production and sale of Adulterated Valsartan given the risk of the medication to cause cancer, disease and other injuries;
- i. Providing inaccurate labeling and inadequate warnings and instructions;

- j. Utilizing testing methods which were not accurate, reliable, sensitive, specific and/or reproducible;
- k. Other breaches and defects which may be shown through discovery or at trial; and
- l. Generally, the failure of Defendants to act with the required degree of care commensurate with the existing situation.

COUNT I

Defect in Construction or Composition Under La. Rev. Stat. Ann. § 9:2800.55

77. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

78. At all times relevant, the Adulterated Valsartan was unreasonably dangerous in construction and/or composition because, at the time it left its manufacturer's control, the medication deviated in a material way from the manufacturer's specifications or performance standard for the product or from otherwise identical products manufactured by the same manufacturer.

79. The deviation in the Adulterated Valsartan was that it contained NDMA, a carcinogen.

80. On information and belief, the deviation resulted from a change in the manufacturing process.

81. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

82. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT II

Design Defect Under La. Rev. Stat. Ann. § 9:2800.56

83. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

84. At all times relevant, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed Adulterated Valsartan as hereinabove described that was used by plaintiff, Cecil Gremillion.

85. The Adulterated Valsartan was expected to and did reach the usual consumers, handlers and persons coming into contact with said product without substantial change in the condition in which it was produced, manufactured, sold, distributed and marketed by Defendants.

86. At those times, the Adulterated Valsartan was in an unsafe, defective and inherently dangerous condition, which was dangerous to users, and in particular, plaintiff, Cecil Gremillion, because it was adulterated and contaminated by NDMA, a carcinogen.

87. The Adulterated Valsartan designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was defective in design or formulation in that, when it left the hands of the manufacturer and/or suppliers, the foreseeable risks exceeded the benefits associated with the design or formulation of Adulterated Valsartan.

88. The Adulterated Valsartan designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was defective in design and/or formulation, in that, when it left the hands of the Defendants, manufacturers and/or suppliers, it was unreasonably dangerous, and it was more dangerous and posed risk greater than an ordinary consumer would expect;

89. At all times relevant, the Adulterated Valsartan was in a defective condition and unsafe, and Defendants knew or had reason to know that the Adulterated Valsartan was defective and unsafe, especially when used in the form and manner as provided by Defendants.

90. Defendants knew, or should have known, that at all times relevant, the Adulterated Valsartan was in a defective condition and was and is inherently dangerous and unsafe.

91. At the time of plaintiff, Cecil Gremillion's use of the Adulterated Valsartan, the Adulterated Valsartan was being used for the purposes and in a manner normally intended, namely for the treatment of hypertension.

92. Defendants with this knowledge voluntarily designed Adulterated Valsartan in a dangerous condition for use by the public and in particular, plaintiff, Cecil Gremillion.

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

94. In creating the Adulterated Valsartan, Defendants created a product that was and is unreasonably dangerous for its normal, intended use, and a safer alternative design existed.

95. The Adulterated Valsartan designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was manufactured defectively and was unreasonably dangerous to its intended users.

96. The Adulterated Valsartan designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants reached the intended users in the same defective and unreasonably dangerous conditions in which the Adulterated Valsartan was manufactured.

97. Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed a defective product that created an unreasonable risk to the health of consumers and to plaintiff, Cecil Gremillion, in particular; and Defendants are therefore liable for the injuries and damages sustained by Plaintiffs in accordance with the Louisiana Products Liability Act.

98. Plaintiff, Cecil Gremillion, could not, by the exercise of reasonable care, have discovered the Adulterated Valsartan's defects mentioned herein and perceived its danger.

99. Defendants' defective design, manufacturing defect and inadequate warnings of the Adulterated Valsartan were acts that amount to willful, wanton and/or reckless conduct by Defendants.

100. The defects in the Defendants' Adulterated Valsartan were a substantial and contributing factor in causing the injuries and damages of Cecil Gremillion and of Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion.

101. Due to the unreasonably dangerous conditions of the Adulterated Valsartan, Defendants are liable to Plaintiffs.

102. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical

expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

103. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT III

Inadequate Warning Under La. Rev. Stat. Ann. § 9:2800.57

104. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

105. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, marketed, and/or introduced Adulterated Valsartan into the stream of commerce, and in the course of same, directly advertised or marketed Adulterated Valsartan to consumers or persons responsible for consumers, and therefore, had a duty to Plaintiff, Cecil Gremillion, to warn of risks associated with the use of the product, including, but not limited to, the risk of serious injury, development of cancer or other diseases and death.

106. Defendants had/have a duty to warn of adverse drug reactions and risks associated with drugs, including, but not limited to, cancer, disease and other injuries, which they knew or should have known can be caused by the use of Adulterated Valsartan and/or are associated with the use of Adulterated Valsartan.

107. The Adulterated Valsartan designed, formulated, produced, manufactured, sold,

marketed, distributed, supplied and/or placed into the stream of commerce by Defendants was defective in that it failed to include adequate warnings regarding all adverse side effects and risks, including, but not limited to, the risk of severe injury and death, including cancer, disease and other injuries, associated with the use of Adulterated Valsartan. The warnings given by Defendants did not sufficiently and/or accurately reflect the symptoms, type, scope, severity, or duration of the side effects and risks and, in particular, the risks of serious injury, cancer and death.

108. The Adulterated Valsartan was not accompanied by adequate labeling, instructions for use and/or warnings to fully apprise the medical, pharmaceutical and/or scientific communities, and users and/or consumers of the drug, including Plaintiff, Cecil Gremillion, of the potential risks associated with its use, thereby rendering Defendants liable to the Plaintiff.

109. Defendants failed to provide adequate warnings to users, including Plaintiff, Cecil Gremillion, of the increased risk of cancer associated with Adulterated Valsartan, although Defendants aggressively promoted the product to physicians.

110. The dangers of consuming Adulterated Valsartan, which Defendants failed to warn Cecil Gremillion of, arose from a reasonably anticipated use of the Adulterated Valsartan.

111. The injuries and damages of Cecil Gremillion arose from a reasonably anticipated use of the Adulterated Valsartan as Cecil Gremillion consumed the Adulterated Valsartan on a daily basis in accordance with his prescription.

112. Due to the inadequate warning regarding the serious risk of cancer, disease and other injuries, Adulterated Valsartan was in a defective condition and unreasonably dangerous at the time that it left the control of Defendants.

113. Defendants' failure to adequately warn Plaintiff, Cecil Gremillion, of the serious

risk of severe injury and death, including but not limited to the risk of cancer and/or the increased risk of developing cancer and disease, prevented Plaintiff from correctly and fully evaluating the risks and benefits of the Adulterated Valsartan.

114. Had Plaintiff, Cecil Gremillion, been adequately warned of the serious risk of severe injury and death, including but not limited to the risk of cancer and/or the increased risk of developing cancer and disease associated with Adulterated Valsartan, Plaintiff would not have taken Adulterated Valsartan.

115. As a direct and proximate result of Defendants' failure to warn of the severe risks associated with Adulterated Valsartan, plaintiff, Cecil Gremillion, suffered serious injuries, including but not limited to the development of kidney cancer which resulted in his death.

116. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

117. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT IV

Breach of Express Warning Under La. Rev. Stat. Ann. § 9:2800.58

118. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

119. Defendants expressly warranted that the Adulterated Valsartan was safe and well accepted by users.

120. Adulterated Valsartan does not conform to these express representations, because the Adulterated Valsartan is not safe and has numerous serious side effects and risks associated with consumption of it, including but not limited to the risk of cancer and/or the increased risk of developing cancer, disease and other injuries, many of which were not accurately warned about by Defendants.

121. As a direct and proximate result of the breach of these warranties, Plaintiff, Cecil Gremillion, suffered severe injuries and damages, ultimately resulting in his death.

122. Plaintiff, Cecil Gremillion, relied on Defendants' express warranties. Furthermore, the express warranties represented by Defendants were part of the basis for Plaintiff, Cecil Gremillion's use of the Adulterated Valsartan and he relied upon these warranties in deciding to use the Adulterated Valsartan.

123. At the time of the making of express warranties, Defendants had knowledge of the purpose for which Adulterated Valsartan was to be used, and warranted same to be in all respects safe, effective and proper for such use.

124. Defendants expressly represented to Plaintiff, Cecil Gremillion, that the Adulterated Valsartan was safe and fit for use for the purposes intended, that it was of merchantable quality, that it did not produce any dangerous side effects and risks in excess of

those risks associated with other similar medications, that the side effects and risks it did produce were accurately reflected in the warnings, and that it was adequately tested and fit for its intended use.

125. Defendants knew or should have known that, in fact, their representations and warranties were false, misleading, and untrue in that the Adulterated Valsartan was not safe and fit for the use intended, and, in fact, the Adulterated Valsartan produced serious injuries and risks to the users that were not accurately identified and represented by Defendants.

126. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

127. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT V

Redhibition

128. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

129. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

130. Pursuant to Louisiana Civil code article 2520, a seller warrants the buyer against redhibitory defects, or vices, in the thing sold. The Adulterated Valsartan, which was sold and promoted by Defendants, possesses a redhibitory defect because it is unreasonably dangerous, as described above, which renders the Adulterated Valsartan useless or so inconvenient that it must be presumed that Plaintiff, Cecil Gremillion, would not have purchased the Valsartan had he known of the defects.

131. Pursuant to Louisiana Civil Code article 2520 et seq., Defendants, through their manufacturing, marketing, sales, and/or distribution of Adulterated Valsartan, warranted to Cecil B. Gremillion that this Valsartan medication was free of redhibitory effects.

132. The Defendants were aware of the substantial risks of severe injury and death, including but not limited to cancer and/or increased risk of developing cancer and disease, associated with Adulterated Valsartan but failed to fully disclose those risks to Cecil Gremillion.

133. In accordance with Louisiana Civil Code article 2545, Defendants, as the manufacturers, distributors and sellers of the Adulterated Valsartan, are deemed to be aware of its redhibitory defects.

134. Defendants owed a duty to Cecil B. Gremillion, as a buyer of prescription Valsartan, that the medication would be free from redhibitory defects.

135. Cecil B. Gremillion, as a purchaser of Adulterated Valsartan, had no knowledge of the defects and could not have discovered the defects. The redhibitory defects in the Adulterated Valsartan were neither known nor apparent to Cecil B. Gremillion.

136. The risk of cancer and death from ingesting carcinogens contained within the Adulterated Valsartan to treat hypertension are redhibitory defects that rendered the Defendants' Adulterated Valsartan totally useless for its intended purposes.

137. Cecil B. Gremillion would not have paid for the Adulterated Valsartan if he had known of its redhibitory defects. The characteristics of the Adulterated Valsartan rendered it unfit for its intended purposes.

138. Defendants had actual and/or constructive knowledge that the Adulterated Valsartan they manufactured, sold and/or distributed had redhibitory defects but omitted to inform Cecil B. Gremillion of these defects.

139. Instead, Defendants falsely represented that Adulterated Valsartan was a safe and effective medication when Defendants knew or should have known that it was not.

140. The redhibitory defects existed at the time Cecil B. Gremillion purchased and paid for the Adulterated Valsartan.

141. But for the Defendants' false representations and omissions about the ingredients of the Adulterated Valsartan, Cecil B. Gremillion would not have purchased and paid for these prescriptions.

142. Defendants breached their warranty of rehibition which directly and proximately caused Cecil B. Gremillion to suffer the damages alleged herein.

143. Defendants are liable to Plaintiff under the theory of redhibition as a consequence of the sale to Plaintiff, Cecil Gremillion, of a product unfit for its intended use.

144. Due to the redhibitory defects in the Adulterated Valsartan, Plaintiff is entitled to the return of purchase price paid for of the Adulterated Valsartan, including, but not limited to, insurance co-payments, interest on these amounts from the date of purchase, attorney fees and

costs, pecuniary and non-pecuniary damages, as well as any other legal and equitable relief to which Plaintiff may be entitled.

145. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from the Defendants' breach of the warranty of redhibition.

146. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

147. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT VI

Negligence and Negligent Misrepresentation

148. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

149. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

150. The Defendants supplied, manufactured, promoted, marketed, distributed and/or sold valsartan as a drug for consumption by Cecil B. Gremillion.

151. The Defendants had a duty to exercise ordinary care to supply, manufacture, distribute and/or sell valsartan to Cecil B. Gremillion that was not adulterated.

152. The Defendants breached their duty of care owed to Cecil B. Gremillion by:

- a. Supplying, manufacturing, promoting, marketing, distributing and/or selling Valsartan to Cecil B. Gremillion that was adulterated because it was contaminated by NDMA, a carcinogen;
- b. Failing to maintain appropriate quality control procedures thereby allowing NDMA to contaminate Valsartan purchased and consumed by Cecil B. Gremillion.

153. Defendants' breach of the duty of care proximately caused damage to Elizabeth Gremillion, individually and as the surviving spouse of Cecil B. Gremillion, and to Cecil B. Gremillion by causing Cecil Gremillion to suffer serious injuries, including kidney cancer which ultimately resulted in his death.

154. Plaintiff seeks economic damages which were the foreseeable result of the Defendants' actions, inactions and omissions.

155. Defendants violated Louisiana Civil Code articles 2315 and 2316 by their negligence and negligent misrepresentations. La. Civ. Code Ann. art. 2315; La. Civ. Code Ann. art. 2316.

156. Article 2315 of the Louisiana Civil Code states that "Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it."

157. Article 2316 the Louisiana Civil Code states that "Every person is responsible for the damage he occasions not merely by his act, but by his negligence, his imprudence, or his want of skill."

158. Under Louisiana law, to establish actionable negligence, one must show the defendant had a duty to conform its conduct to a specific standard (the duty element); the defendant failed to conform its conduct to the appropriate standard (the breach of duty element); the defendant's substandard conduct was a cause-in-fact of plaintiff's injuries (the cause-in-fact element); the defendant's substandard conduct was a legal cause of the plaintiff's injuries, that is, the risk and the harm caused were within the scope of protection afforded by the duty breached (the scope of liability or scope of protection element); and actual damages (the damages element). All such essential elements exist here.

159. Each Defendant had an obligation to exercise reasonable care in manufacturing, marketing, promoting, selling, and distributing highly dangerous Adulterated Valsartan to Cecil B. Gremillion.

160. Each Defendant had an obligation to exercise due care in manufacturing, marketing, promoting, selling and distributing highly dangerous Adulterated Valsartan to Cecil B. Gremillion.

161. Each Defendant owed a duty to Cecil B. Gremillion because the injuries that he sustained were foreseeable.

162. As described above in allegations expressly incorporated herein, the Defendants breached their duties to exercise due care in the business of wholesale distribution of dangerous Adulterated Valsartan by failing to monitor for and report NDMA levels in their medications. Because the very purpose of these duties were to prevent the resulting harm – ingestion of carcinogens – the causal connection between the Defendants' breach of duties and misrepresentations and the ensuing harm to Cecil Gremillion and Elizabeth Gremillion was entirely foreseeable.

163. On information and belief, the Defendants' breaches were a result of conduct that was willful, wanton, reckless, oppressive and/or fraudulent.

164. The Defendants' breaches of their duties and misrepresentations were the cause-in-fact of the injuries and death of Cecil Gremillion and the injuries and damages of Elizabeth Gremillion, individually and as the surviving spouse of Cecil B. Gremillion

165. The risk of harm to Cecil Gremillion and the harm caused were within the scope of protection afforded by the Defendants' duty to exercise due and reasonable care in manufacturing, marketing, promoting, selling and distributing highly dangerous Adulterated Valsartan to Cecil Gremillion. The Defendants' substandard conduct was a legal cause of the injuries and death of Cecil Gremillion and of the injuries and damages of Elizabeth Gremillion, individually and as the surviving spouse of Cecil B. Gremillion.

166. As described above in allegations expressly incorporated herein, the Defendants' breach of duty and misrepresentations caused, bears a causal connection with, and/or proximately resulted in the damages sought herein.

167. The Defendants failed to disclose the material facts that, inter alia, they were not in compliance with the laws and regulations required of them to maintain a system to prevent and protect against lethal carcinogens and severe harm, and specifically monitor its operations. But for these material factual omission, the Defendants would not have been able to sell Adulterated Valsartan.

168. The Defendants' actions, inactions and/or omissions create a rebuttable presumption of negligence and negligent misrepresentations under Louisiana law.

169. Plaintiff seeks economic losses (direct, incidental or consequential pecuniary losses) resulting from the Defendants' actions and omissions.

170. Plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion, seeks all legal and equitable relief as allowed by law, including but not limited to all damages allowed by law to be paid by the Defendants, attorney fees and costs, and pre- and post-judgment interest.

171. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

172. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT VII

Fraud and Fraudulent Concealment

173. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

174. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

175. Under Louisiana law, “Fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may also result from silence or inaction.” La. Civ. Code art. 1953.

176. Under Louisiana law, to recover under a cause of action in delictual fraud, a plaintiff must prove three elements: 1) a misrepresentation of material fact, 2) made with the intent to deceive, 3) causing justifiable reliance and resultant injury. *Becnel v. Grodner*, 2007-1041 (La. App. 4 Cir. 4/2/08), 982 So. 2d 891, 894.

177. On information and belief, the Defendants violated their general duty not to actively deceive, and have made knowingly false statements and have omitted and/or concealed information which made statements by the Defendants knowingly false. The Defendants acted intentionally and/or unlawfully.

178. As alleged herein, on information and belief, the Defendants knowingly and/or intentionally made representations that were false. The Defendants had a duty to disclose material facts and concealed them. These false representations and concealed facts were material to the conduct and actions at issue. The Defendants made these false representations and concealed facts with knowledge of the falsity of their representations and did so with the intent of misleading consumers such as Cecil Gremillion.

179. These false representations and concealments were reasonably calculated to deceive Cecil Gremillion and did in fact deceive Cecil Gremillion.

180. Cecil Gremillion relied on these false representations and concealments of material fact.

181. Cecil Gremillion justifiably relied on the Defendants' representations and/or concealments, both directly and indirectly. His injuries and resulting death were proximately caused by this reliance.

182. The injuries alleged herein by Plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion, were sustained as a direct and proximate cause of the Defendants' fraudulent conduct.

183. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' fraudulent activity, including fraudulent misrepresentations and fraudulent concealment.

184. Plaintiff seeks all legal and equitable relief as allowed by law, including but not limited to all damages allowed by law to be paid by the Defendants, attorney fees and costs, and pre- and post-judgment interest.

185. Defendants had a duty to disclose material facts to Cecil B. Gremillion, including but not limited to the material facts that they were manufacturing, distributing and/or selling valsartan that was adulterated, contained NDMA, a carcinogen, and that the Adulterated Valsartan was unfit for human consumption.

186. Defendants had superior knowledge such that the purchases of the Adulterated Valsartan by Cecil B. Gremillion were inherently unfair.

187. Upon information and belief, Defendants possessed knowledge of these material facts. Reports from government entities and/or agencies reveal that NDMA may have been part of the make-up of valsartan since at least as far back as 2012.

188. Upon information and belief, Defendants may have withheld their knowledge of the contamination for approximately six years before finally disclosing the issue in July 2018. During that time, Cecil B. Gremillion purchased and/or consumed the Adulterated Valsartan without knowing that he was consuming NDMA, a carcinogen. Defendants failed to discharge their duty to disclose material facts.

189. Upon information and belief, Defendants, with scienter and/or an intent to defraud, intended to hide from consumers such as Cecil B. Gremillion that he was purchasing and consuming Adulterated Valsartan that was contaminated by NDMA, a carcinogen, rendering the medicine unfit for human consumption.

190. Cecil B. Gremillion reasonably relied on Defendants' failure to disclose insofar as he would not have purchased the Adulterated Valsartan manufactured, distributed and/or sold by Defendants had he known it was contaminated with NDMA and thus adulterated.

191. As a direct and proximate result of Defendants' fraudulent concealment, Cecil Gremillion suffered serious injuries and damages including but not limited to development of kidney cancer which resulted in his death, medical expenses associated with treatment for the injuries and cancer, money paid for the worthless Adulterated Valsartan, pain and suffering, emotional distress, mental anguish and anxiety and loss of enjoyment of life.

192. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT VIII

Unjust Enrichment

193. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

194. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

195. Cecil B. Gremillion conferred a benefit on Defendants by purchasing the Valsartan, which was worthless, adulterated, dangerous, and contained NDMA, a carcinogen.

196. It is inequitable and unjust for Defendants to retain the revenues obtained from purchases of the Adulterated Valsartan by Cecil B. Gremillion because Defendants misrepresented the qualities of the Adulterated Valsartan and the Adulterated Valsartan could not be used in the manner represented by Defendants.

197. Accordingly, because Defendants will be unjustly enriched if they are allowed to retain such funds, Defendants must pay restitution to Plaintiff in the amount which Defendants were unjustly enriched by each purchase of the Adulterated Valsartan.

COUNT IX

Breach of Contract

198. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

199. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

200. Cecil B. Gremillion formed a contract with the Defendants at the time he purchased the Adulterated Valsartan medication.

201. The terms of the contract include the promises and affirmations of fact in the advertising, and on the packaging and labeling for the medicine, including that the valsartan would not contain harmful and carcinogenic impurities such as NDMA. Defendants represented that the valsartan was safe. The promises and affirmations of fact became part of the basis of the bargain and are a part of the contract between Cecil B. Gremillion and the Defendants.

202. Defendants also represented that the Adulterated Valsartan was safe, efficacious and fit for its intended purposes, that it was of merchantable quality, that it did not produce any unwarned-of dangerous side effects, and that it was adequately tested.

203. Cecil B. Gremillion relied on Defendants' representations that their valsartan would not contain harmful and carcinogenic impurities such as NDMA.

204. Cecil B. Gremillion performed all conditions precedent pursuant to his contract with Defendants.

205. Defendants breached the contract because the Valsartan was adulterated and contaminated with the carcinogen NDMA.

206. Cecil Gremillion would not have purchased the Valsartan if he had known that it was adulterated and contaminated with the carcinogen NDMA.

207. Cecil B. Gremillion has been damaged in the amount of the purchase price of the Adulterated Valsartan and consequential economic damages, including incidental medical expenses, resulting therefrom.

208. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

209. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT X

Breach of Implied Warranty of Merchantability

210. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

211. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

212. Defendants as the designers, marketers, promoters, manufacturers, distributors and/or sellers of the Valsartan impliedly warranted that the Valsartan purchased by Cecil B.

Gremillion was safe for human consumption, that the Valsartan was not adulterated, and that the Valsartan did not contain NDMA, a carcinogen.

213. Defendants breached the warranty implied in the contract for the sale of the valsartan because the Adulterated Valsartan could not pass without objection in the trade under the contract description, it was not of the quality described, and it was unfit for its intended and ordinary purpose because it was adulterated, containing NDMA, a carcinogen, and therefore unfit for human consumption. As a result, Cecil B. Gremillion did not receive valsartan as impliedly warranted by the Defendants to be merchantable.

214. Cecil B. Gremillion purchased the Adulterated Valsartan in reliance on the Defendants' implied warranties of fitness for a particular purpose.

215. Cecil Gremillion did not alter the Adulterated Valsartan.

216. The Adulterated Valsartan was defective when it left the exclusive control of the Defendants.

217. The Adulterated Valsartan was defectively manufactured and unfit for its intended purpose and Cecil B. Gremillion did not receive the Adulterated Valsartan as warranted.

218. As a direct and proximate result of the Defendants' breach of the implied warranty, Cecil B. Gremillion has been harmed and injured because (a) he would not have purchased the Adulterated Valsartan containing the carcinogen NDMA if he had known that such valsartan was adulterated and contained a carcinogen; (b) the Adulterated Valsartan does not have the characteristics, ingredients, uses, or benefits as promised by the Defendants; (c) the Adulterated Valsartan has never been tested for human consumption; (d) the Adulterated Valsartan has never been tested for efficacy; and (e) the Adulterated Valsartan is worthless.

219. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

220. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT XI

Gross Negligence

221. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

222. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

223. Defendants' conduct resulted in an extreme risk to Cecil B. Gremillion, the deceased husband of the plaintiff, Elizabeth Gremillion.

224. Upon information and belief, the Defendants should have known of the extreme risk to Cecil B. Gremillion but continued with their conduct anyway.

225. The Defendants' reckless and wanton conduct was more than just negligence, it amounts to gross negligence resulting from an extreme departure from the ordinary standard of care owed to Cecil B. Gremillion.

226. The Defendants' conduct was so unreasonable and dangerous that it was highly probable that harm would result.

227. The Defendants' conduct amounted to a reckless disregard for the safety of its consumers as it created circumstances constituting an imminent or clear and present danger.

228. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

229. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT XII

Failure to Warn

230. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

231. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

232. Defendants violated a duty of care by failing to report known risks associated with the consumption of the Adulterated Valsartan.

233. Defendants failed to adequately warn health care professionals and the public, including Cecil Gremillion and his physicians, of the true risks of the Adulterated Valsartan, including the risks associated with the consumption of NDMA, a carcinogen.

234. Defendants owed a duty to exercise ordinary care.

235. Defendants breached their duty to exercise ordinary care to supply, manufacture, distribute, and/or sell valsartan to Cecil Gremillion that was not adulterated.

236. Defendants failed to timely and reasonably warn of material facts regarding the safety and efficacy of the Adulterated Valsartan.

237. Defendants failed to perform or otherwise facilitate adequate and reliable testing or failed to reveal and/or concealed testing performed on the valsartan.

238. As a direct and proximate cause of the Defendants' conduct, Cecil Gremillion suffered economic loss.

239. Defendants' conduct was reckless. Defendants risked the lives and health of consumers, including Cecil Gremillion, based on the suppression of knowledge relating to the safety and efficacy problems associated with the Adulterated Valsartan.

240. Upon information and belief, Defendants made a conscious decision not to notify the FDA, healthcare professionals, and the public, thereby putting increased profits over the public safety, including the safety of Cecil Gremillion. Further, as this defective condition dates back to

approximately 2012, with approximately six years between when the defect arose and any action taken, Defendants' conduct evinces a complete indifference and/or reckless disregard for the rights and safety of others, including Cecil Gremillion, and as such, Defendants' reckless actions and omissions as alleged herein demonstrate an utter disregard for human safety, warranting the imposition of punitive damages to deter this conduct by others.

241. As a result of the foregoing acts and omissions, Defendants caused Plaintiff, Cecil Gremillion, to suffer severe injuries (including cancer) that ultimately resulted in his death, as well as economic and non-economic damages, harms and losses, including, but not limited to: medical expenses, psychological injuries, mental anguish and anxiety, severe emotional distress, pain and suffering and loss of enjoyment of life.

242. As a result of the foregoing acts and omissions, Defendants caused plaintiff, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, to suffer damages for the wrongful death of Cecil Gremillion, including but not limited to grief, mental anguish and anxiety, loss of consortium, loss of love, support, society, affection, companionship, financial support, services, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion and funeral and burial expenses of Cecil Gremillion.

COUNT XIII

Conversion

243. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

244. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

245. Defendants have wrongly asserted dominion over the payments illegally and wrongfully diverted to them from Cecil Gremillion for the contaminated medication (Adulterated Valsartan). Defendants have done so every time that Cecil Gremillion paid to have his prescription filled.

246. As a direct and proximate cause of Defendants' conversion, Plaintiff has suffered damages in the amount of the payment made for each time that Cecil Gremillion filled his prescription for Valsartan.

COUNT XIV

Louisiana Unfair Trade Practices Act

247. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as if fully set forth herein.

248. Plaintiff, Elizabeth Gremillion, brings this claim individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion.

249. The actions and inactions of the Defendants named herein constitute unfair and deceptive trade practices under La. R.S. 51:1405, et seq.

250. Under the Louisiana Unfair Trade Practices Act, "unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." La. Rev. Stat. Ann. § 51:1405.

251. The Distributor Defendants committed repeated and willful unfair or deceptive acts or practices in the conduct of commerce.

252. Specifically, the Defendants were aware of and/or should have been aware of the dangerous risks (including the risk of developing cancer, disease and other serious injuries)

associated with the Adulterated Valsartan that they promoted, marketed, distributed and sold to the plaintiff, Cecil Gremillion, yet Defendants failed to remedy or warn of the defect in the Adulterated Valsartan.

253. Because of the dangerous carcinogens contained within the Adulterated Valsartan, the Defendants' marketing, sales, and/or distribution practices unlawfully caused countless citizens, including Cecil Gremillion, to ingest carcinogens, significantly increasing their likelihood of developing cancer and ultimately death.

254. Plaintiff seeks and is entitled to all available damages under the Louisiana Unfair Trade Practices Act and simultaneously with the filing of this Complaint is sending a copy of same to the Louisiana Attorney General's Office pursuant to La. R.S. 51:1409.

255. As a result of the claims listed herein, Cecil Gremillion suffered the following non-exclusive items of damages which are brought on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil Gremillion through the survival action of his surviving spouse, Elizabeth Gremillion:

- a. Medical and related expenses;
- b. Physical injury and disability, including the development of kidney cancer which resulted in his death;
- c. Mental anguish and anxiety
- d. Pain and suffering;
- e. Loss of enjoyment of life.
- f. Emotional distress;
- g. Economic damages.

256. As a result of the claims listed herein and the wrongful death of Cecil Gremillion, Elizabeth Gremillion, individually and as the surviving spouse of Cecil Gremillion, has suffered the following non-exclusive items of damages:

- a. Grief;
- b. Mental anguish and anxiety;
- c. Emotional distress;
- d. Loss of consortium;
- e. Loss of love, support, society, service, affection, companionship, financial support, aid and assistance arising from the wrongful death of her husband, Cecil Gremillion;
- f. Funeral and burial expenses of Cecil Gremillion.

257. By reason of the foregoing, Plaintiff demands judgment against each Defendant, individually, jointly and severally for compensatory damages in a sum in excess of \$75,000.00, together with interest, costs, attorney fees, punitive damages and all such other and further relief as the Court deems proper.

V. PRAYER FOR RELIEF AND DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff, Elizabeth E. Gremillion, individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil B. Gremillion and/or on behalf of the Estate of Cecil B. Gremillion, demands trial of this matter by jury and further demands judgment against Defendants, Zhejiang Huahai Pharmaceutical Co., Ltd., Huahai US, Inc., Princeton Pharmaceutical, Inc., Solco Healthcare U.S., L.L.C. and Walgreens Co., in an amount to be determined at trial by the trier of fact for her injuries, harms, damages and losses as set forth above and for the injuries, harms, damages and losses of her late husband, Cecil Gremillion, as set forth above, special damages, treble damages, costs, expert witness fees, attorney fees, filing fees, pre- and pos-

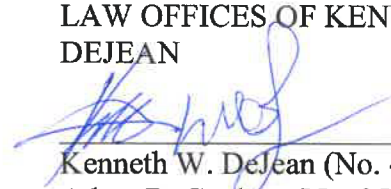
judgment interest, all other injuries and damages as shall be proven at trial, and such other further relief as the Court may deem appropriate, just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

LAW OFFICES OF KENNETH W.
DEJEAN



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Adam R. Credeur (No. 35095)
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adam@kwdejean.com
Counsel for Plaintiff

JS 44 (Rev. 12/12)

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

Elizabeth E. Gremillion, individually and as the surviving spouse of Cecil B. Gremillion and on behalf of Cecil Gremillion and/or on behalf of the Estate of Cecil B. Gremillion

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

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

Kenneth W. DeJean, Adam R. Credeur, Law Offices of Kenneth W. DeJean, 417 W. University Ave. (70506), P.O. Box 4325, Lafayette, LA 70502 (337) 235-5294

DEFENDANTS

Zhejiang Huahai Pharmaceutical Co., Ltd., Huahai US, Inc., Princeton Pharmaceuticals, Inc., Solco Healthcare US, LLC and Walgreens Co.

County of Residence of First Listed Defendant China
(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
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input checked="" type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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:

Wrongful death and survival action claims arising out of the drug, Valsartan, which has been recalled by the FDA.

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

11/15/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE