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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

LAURA CHRISTINE MATTELIANO-MADU, Individually and as Administratrix of the Estate of NBUBUISI MADU, deceased,

Plaintiffs,

v.

CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation; ALTA BATES SUMMIT MEDICAL CENTER; SUTTER HEALTH NETWORK, LLC, a limited liability company; SUTTER HEALTH ALLIANCE, a nonprofit corporation; SUTTER COMMUNITY HEALTH, a nonprofit corporation; SUTTER HEALTH PACIFIC, a nonprofit corporation; SUTTER HEALTH, a nonprofit corporation; GLOBAL BLOOD THERAPEUTICS, INC., a corporation; PFIZER, INC., a corporation; THE PFIZER INCUBATOR LLC, a limited liability company; and DOES 1 to 75, inclusive,

Defendants.

Case No.: 25CV117566

COMPLAINT FOR DAMAGES FOR

1) MEDICAL MALPRACTICE;
2) STRICT LIABILITY, DESIGN DEFECT;
3) STRICT LIABILITIY, FAILURE TO WARN;
4) NEGLIGENCE;
5) BREACH OF EXPRESS WARRANTIES;
6) BREACH OF IMPLIED WARRANTIES;
7) UNJUST ENRICHMENT;
8) FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS & PROFESSIONS CODE §17200, et seq.;
9) FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS & PROFESSIONS CODE §17500, et seq.;
10) VIOLATION OF CALIFORNIA CIVIL CODE §1750, et seq.;
11) WRONGFUL DEATH; and
12) SURVIVAL

DEMAND FOR JURY TRIAL

COMES NOW, LAURA CHRISTINE MATTELIANO-MADU, Individually and as Administratrix of the Estate of NBUBUISI MADU, deceased ("Plaintiff"), by and through counsel, the Law Offices of Jeffrey C. Bogert, Esquire and the law firm of McEldrew Purtell, and brings this action against Defendants CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation; ALTA BATES SUMMIT MEDICAL CENTER; SUTTER HEALTH NETWORK, LLC, a limited liability company; SUTTER HEALTH ALLIANCE, a nonprofit corporation; SUTTER COMMUNITY HEALTH, a nonprofit corporation; SUTTER HEALTH PACIFIC, a nonprofit corporation; SUTTER HEALTH, a nonprofit corporation; GLOBAL BLOOD THERAPEUTICS, INC., a corporation; PFIZER, INC., a corporation; THE PFIZER INCUBATOR LLC, a limited liability company; and DOES 1 to 75, inclusive, and each of them and alleges at all times relevant herein as follows:

I. NATURE OF THE ACTION

1. This is a personal injury medical malpractice and product liability action for damages caused by the Defendants' negligent medical treatment and design, manufacture, and sale of a defective product, which resulted in the death of Plaintiff's Decedent Nbubuisi Madu.

2. The medical malpractice action is against Defendants CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation, ALTA BATES SUMMIT MEDICAL CENTER, SUTTER HEALTH NETWORK, LLC, a limited liability company, SUTTER HEALTH ALLIANCE, a nonprofit corporation, SUTTER COMMUNITY HEALTH, a nonprofit corporation, SUTTER

HEALTH PACIFIC, a nonprofit corporation, SUTTER HEALTH, a nonprofit corporation, and DOES 1 through 50 (collectively referred to as the "Hospital Defendants") for damages related to the Hospital Defendants' delayed diagnosis and negligent treatment of Nbibuisi Madu's Sickle Cell Disease, which lead to Mr. Madu's injuries, which included sickle cell crisis, vaso occlusive crisis, veno-occlusive disease, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death.

3. The product liability action is against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 through 75 (collectively referred to as the "Pfizer Defendants") for damages related to Pfizer Defendants' wrongful conduct in connection with the development, design, testing, manufacturing, labeling, packaging, promoting, advertising, marketing, distribution, and selling of Oxbryta (generic name: voxelotor), a prescription medication used to treat sickle cell disease ("SCD") in adults and children aged 4 and older.

4. As a proximate result of Pfizer Defendants' wrongful actions and inactions, Plaintiff's decedent was seriously injured and suffered an untimely death after consuming Pfizer Defendants' Oxbryta products.

5. Plaintiff therefore demands judgment against the Hospital Defendants and Pfizer Defendants and requests, among other things, compensatory damages, statutory damages, special damages, punitive damages, attorneys' fees, and costs.

II. JURISDICTIONAND VENUE

6. All Defendants are subject to the jurisdiction of this County by virtue of their business dealings and transactions in Oakland, California.

7. Pursuant to California Code of Civil Procedure §395.5, this venue is proper because the incident giving rise to liability occurred in Alameda County, State of California.

8. The amount in controversy exceeds the jurisdictional minimums of this Court.

III. PARTIES

A. Plaintiff

9. On March 28, 2024, Plaintiff's Decedent Nbubuisi Madu tragically lost his life, after succumbing to the injuries he suffered due to all Defendants' negligence, which included sickle cell crisis, vaso occlusive crisis, veno-occlusive disease, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death. Plaintiff has standing to bring this lawsuit under California Code of Civil Procedure section 377.60. Additionally, Plaintiff brings this action as the personal representative of Mr. Madu under California Code of Civil Procedure section 377.30.

10. Plaintiff, LAURA CHRISTINE MATTELIANO-MADU is a United States citizen and resident of the State of California, residing in Oakland, California. Plaintiff was at all times herein mentioned the wife of Decedent, Nbubuisi Madu. Plaintiff sues in her individual capacity and as the Administratrix of the Estate of Decedent, Nbubuisi Madu. Mr. Madu died intestate and did not file any legal actions prior to his death. To the extent that this action seeks to recover damages for the violation of rights personal to Decedent, this action is maintained by the Administratrix of his estate. Said Plaintiff is a person with standing to bring this action as Decedent's wife at the time of his death and was appointed administratrix of the estate of Nbubuisi Madu.

B. Defendants, CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation; and DOES 1-25, inclusive ("UCSF Defendants")

11. Defendant, CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND ("UCSF Benioff") is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda. UCSF Benioff is one of the medical facilities that negligently administered medical treatment to Nbubuisi Madu from

approximately March 25, 2024, through March 26, 2026, and is located at 747 52nd St., Oakland, CA 94609.

12. Defendant, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA is a California statutory corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a registered agent located at 1111 Franklin St., Fl. 8, Oakland, CA 94607.

13. The true names or capacities, whether individual, corporate, associate, or otherwise, of UCSF Defendants, DOES 1 through 25, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names and will ask leave of Court to amend this complaint when the true names and capacities have been ascertained. Plaintiff is informed and believe, and thereon allege on such information and belief, that each of the fictitiously named UCSF Defendants is responsible in some manner for the occurrences herein alleged, either as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and said defendants negligently acted or failed to act in one or more of said occupations or businesses, which negligence proximately caused Nbubuisi Madu's injuries, which included sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death, as herein alleged. Plaintiff is uncertain as to the manner or function of said UCSF Defendants, whether as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and Plaintiff prays leave to amend this complaint to insert therein the true names, capacities, functions, occupations, and businesses of said UCSF Defendants when the same are ascertained.

14. Plaintiff's Decedent, Nbubuisi Madu, consulted, retained, and/or employed UCSF Defendants, and each of them, as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise to examine, diagnose, advise, care, treat, and administer to Mr. Madu's medical needs. Plaintiff's Decedent, Nbubuisi Madu, consulted with UCSF Defendants, and each of them, specifically for the purpose of obtaining UCSF Defendants' professional advice regarding decedent's symptoms and medical care. UCSF Defendants recommended and carried out treatment. Plaintiff's Decedent reasonably relied upon the advice and representations of UCSF Defendants, and each of them. At all times herein mentioned, a confidential relationship of physician and patient existed between Plaintiff's Decedent and UCSF Defendants, and each of them.

C. ALTA BATES SUMMIT MEDICAL CENTER; SUTTER HEALTH NETWORK, LLC, a limited liability company; SUTTER HEALTH ALLIANCE, a nonprofit corporation; SUTTER COMMUNITY HEALTH, a nonprofit corporation; SUTTER HEALTH PACIFIC, a nonprofit corporation; SUTTER HEALTH, a nonprofit corporation; and DOES 26-50, inclusive ("Sutter Health Defendants")

15. Upon information and belief, Defendant, ALTA BATES SUMMIT MEDICAL CENTER ("Alta Bates") is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda. Alta Bates is one of the medical facilities that negligently administered medical treatment to Nbubuisi Madu from approximately March 26, 2024, through March 28, 2024, and is located at 350 Hawthorne Ave., Oakland, CA 94609.

16. Defendant, SUTTER HEALTH NETWORK, LLC is a California limited liability company qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a principal place of business located at 2200 River Plaza Dr., Sacramento, CA 95833.

17. Defendant, SUTTER HEALTH ALLIANCE is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a registered agent located at 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833.

18. Defendant, SUTTER COMMUNITY HEALTH is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a principal place of business located at 350 30th St., Ste. 205, Oakland, CA 94609 and a registered agent located at 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833.

19. Defendant, SUTTER HEALTH PACIFIC is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a registered agent located at 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833.

20. Defendant, SUTTER HEALTH is a California nonprofit corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of Alameda, with a registered agent located at 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833.

21. The true names or capacities, whether individual, corporate, associate, or otherwise, of Sutter Health Defendants, DOES 26 through 50, are unknown to Plaintiff, who therefore sues said Sutter Health Defendants by such fictitious names and will ask leave of Court to amend this complaint when the true names and capacities have been ascertained. Plaintiff is informed and believe, and thereon allege on such information and belief, that each of the fictitiously named Sutter Health Defendants is responsible in some manner for the occurrences herein alleged, either as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists,

hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and said Sutter Health Defendants negligently acted or failed to act in one or more of said occupations or businesses, which negligence proximately caused Nbubuisi Madu's injuries, which included sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death, as herein alleged. Plaintiff is uncertain as to the manner or function of said Sutter Health Defendants, whether as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and Plaintiff prays leave to amend this complaint to insert therein the true names, capacities, functions, occupations, and businesses of said Sutter Health Defendants when the same are ascertained.

22. Plaintiff's Decedent, Nbubuisi Madu, consulted, retained, and/or employed Sutter Health Defendants, and each of them, as health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise to examine, diagnose, advise, care, treat, and administer to Mr. Madu's medical needs. Decedent, Nbubuisi Madu, consulted with Sutter Health Defendants, and each of them, specifically for the purpose of obtaining Sutter Health Defendants' professional advice regarding decedent's symptoms and medical care. Sutter Health Defendants recommended and carried out treatment. Decedent reasonably relied upon the advice and representations of Sutter Health Defendants, and each of them. At all times herein mentioned, a confidential relationship of physician and patient existed between decedent and Sutter Health Defendants, and each of them.

D. Defendants, GLOBAL BLOOD THERAPEUTICS, INC., a corporation; PFIZER, INC., a corporation; THE PFIZER INCUBATOR LLC, a limited liability company; DOES 51 to 75, inclusive ("Pfizer Defendants")

23. Defendant, GLOBAL BLOOD THERAPEUTICS, INC. is a Delaware corporation, with its executive offices located at 181 Oyster Point Blvd., South San Francisco, CA 94080.

24. Defendant, PFIZER, INC. is a Delaware corporation that is licensed to do business in all states of the United States of America including the State of California.

25. Defendant, THE PFIZER INCUBATOR LLC is a Delaware limited liability company with its principal place of business located at 66 Hudson Blvd. East, New York, NY 10001 and a registered agent located at 330 N Brand Blvd., Glendale, CA 91203.

26. Defendant Global Blood Therapeutics, Inc. "discovered and developed" Oxbryta, which was granted accelerated approval by the FDA in November 2019.[1]

27. On October 5, 2022, Defendant PFIZER, INC. announced the acquisition of Defendant GLOBAL BLOOD THERAPEUTICS, INC., in a transaction "valued at $68.50 per Global Blood Therapeutics share in cash, for a total enterprise value of approximately $5.4 billion."[2]

28. Upon information and belief, Defendant GLOBAL BLOOD THERAPEUTICS, INC., is a wholly owned subsidiary of Defendant PFIZER, INC.

29. The Pfizer Defendants do business in California by, among other things, distributing, marketing, selling and/or profiting from Oxbryta in California as well as throughout the United States.

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[1] https://www.pfizer.com/news/press-release/press-release-detail/pfizer-completes-acquisition-global-blood-therapeutics

[2] https://www.pfizer.com/news/press-release/press-release-detail/pfizer-acquire-global-blood-therapeutics-54-billion-enhance

30. At all times material herein, Pfizer Defendants were, and still are, pharmaceutical companies involved in the manufacturing, research, development, marketing, distribution, sale, and release for use to the general public of pharmaceuticals, including Oxbryta, in California, and throughout the United States.

31. The true names or capacities, whether individual, corporate, associate, or otherwise, of Pfizer Defendants, DOES 51 through 75, are unknown to Plaintiff, who therefore sues said Pfizer Defendants by such fictitious names and will ask leave of Court to amend this complaint when the true names and capacities have been ascertained. Plaintiff is informed and believe, and thereon allege on such information and belief, that each of the fictitiously named Pfizer Defendants is responsible in some manner for the occurrences herein alleged, either as physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and said Pfizer Defendants negligently acted or failed to act in one or more of said occupations or businesses, which negligence proximately caused Nbubuisi Madu's injuries, which included sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death, as herein alleged. Plaintiff is uncertain as to the manner or function of said Pfizer Defendants, whether as physicians, surgeons, anesthetists, nurses, other medical practitioners, physicians' assistants, pharmacists, hospitals or hospital attendants, ambulance companies or attendants, or manufacturers, suppliers, sellers, or distributors or otherwise, and Plaintiff prays leave to amend this complaint to insert therein the true names, capacities, functions, occupations, and businesses of said Pfizer Defendants when the same are ascertained.

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VI. FACTUAL BACKGROUND

A. Facts Specific to Decedent Nbubuisi Madu

36. At the time of his death, decedent Nbubuisi Madu was a 45-year-old male who was diagnosed with Sickle Cell Disease (SCD) as a child.

37. Upon information and belief, Nbubuisi Madu was approximately seven years old when his parents brought him to UCSF Benioff Children's Hospital in Oakland for the treatment of SCD.

38. Upon information and belief, in approximately 2021 and on the recommendation of his doctor, Mr. Madu began participating in a Pfizer clinical trial of Oxbryta.

39. Upon information and belief, Mr. Madu was receiving the active medication during the trial, not the placebo.

40. Upon information and belief, in approximately September of 2021, Mr. Madu was prescribed 1,500 mg Oxbryta daily.

41. Additionally, from March 25, 2024, through March 28, 2024, while still on Oxbryta, Mr. Madu suffered a vaso-occlusive crisis ("VOC") and suffered injuries, which included sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death.

B. General Allegations

i. Sickle Cell Disease

42. SCD is a group of inherited red blood cell disorders. Red blood cells contain hemoglobin, a protein that carries oxygen. Healthy red blood cells are round, and they move through small blood vessels to carry oxygen to all parts of the body.

43. In someone who has SCD, the hemoglobin is abnormal, which causes the red blood cells to become hard and sticky and look like a C-shaped farm tool called a sickle. The sickle cells die early, which causes a constant shortage of red blood cells. Also, when they travel through small

blood vessels, sickle cells get stuck and clog the blood flow. This can cause pain and other serious complications (health problems) such as infection, acute chest syndrome, and stroke.

44. There are several types of SCD. The specific type of SCD a person has depends on the genes they inherited from their parents. People with SCD inherit genes that contain instructions, or code, for abnormal hemoglobin, including:

a. **HbSS:** People who have this form of SCD inherit two genes, one from each parent, that code for hemoglobin "S." Hemoglobin S is an abnormal form of hemoglobin that causes the red cells to become rigid, and sickle shaped. This is commonly called sickle cell anemia and is usually the most severe form of the disease.

b. **HbSC**: People who have this form of SCD inherit a hemoglobin S gene from one parent and a gene for a different type of abnormal hemoglobin called "C" from the other parent. This is usually a milder form of SCD.

c. **HbS beta thalassemia**: People who have this form of SCD inherit a hemoglobin S gene from one parent and a gene for beta thalassemia, another type of hemoglobin abnormality, from the other parent. There are two types of beta thalassemia: "zero" (HbS beta0) and "plus" (HbS beta+). Those with HbS beta0-thalassemia usually have a severe form of SCD. People with HbS beta+-thalassemia tend to have a milder form of SCD.

45. SCD is diagnosed with a simple blood test. In children born in the United States, it most often is found at birth during routine newborn screening tests at the hospital. In addition, SCD can be diagnosed while the baby is in the womb. Diagnostic tests before the baby is born, such as chorionicvillus sampling and amniocentesis, can check for chromosomal or genetic abnormalities in the baby. Chorionic villus sampling tests a tiny piece of the placenta called chorionic villus.

Amniocentesis tests a small sample of amniotic fluid surrounding the baby.[3]

C. Facts Specific to the Negligent Care and Treatment by Hospital Defendants Administered to Decedent Nbubuisi Madu

i. Facts specific to the negligent care and treatment that Defendants, CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation, and DOES 1-25, inclusive ("UCSF Defendants") provided to Nbubuisi Madu from March 25, 2024, through March 26, 2024.

46. Allegations of medical malpractice arise out of the identified negligent and delayed procedures, care, and treatment that Defendants CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation, and DOES 1-25 ("UCSF Defendants") provided to Mr. Madu from March 25, 2024, to March 26, 2024.

47. UCSF Defendants treated Mr. Madu from the time he was seven years old. Therefore, UCSF Defendants knew that Mr. Madu's history of abnormal vision, acute thromboembolism of deep veins of lower extremity, blood disorder, gout, sickle cell anemia, sickle cell disease, and vaso-occlusive crisis made him particularly susceptible to the injuries that ultimately caused his death on March 28, 2024.

48. The UCSF Defendants knew about his conditions and failed to treat them in a timely manner from March 25, 2024 through March 26, 2024.

49. The UCSF Defendants knew that they were not equipped to provide the specialized care that Mr. Madu needed.

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[3] https://www.cdc.gov/sickle-cell/about/index.html#:~:text=Sickle%20cell%20disease%20(SCD)%20is,some%20more%20severe%20than%20others.

50. Despite this knowledge, UCSF Defendants failed to transfer Mr. Madu to an appropriate hospital in a timely manner.

51. The UCSF Defendants also negligently delayed the diagnosis and treatment of Mr. Madu's critical and time-sensitive condition, delaying his treatment.

52. Mr. Madu never healed from the injuries he sustained due to the negligence of the UCSF Defendants and ultimately succumbed to those injuries, which included sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death.

53. On March 25, 2024, Nbubuisi Madu arrived to UCSF Benioff Children's Hospital Oakland at 12:51p.m. with reports of an abrupt onset of lower back and left hip pain.

54. Upon admission at 12:58p.m., Mr. Madu was noted to have a past medical history of abnormal vision, acute thromboembolism of deep veins of lower extremity, blood disorder, gout, sickle cell anemia, sickle cell disease, and vaso-occlusive crisis.

55. At 12:58pm Mr. Madu's blood pressure was 108/43, his heart rate was 90 beats per minute, his body temperature was 97.9, his respiration rate was 16, and his oxygen saturation was 98 percent.

56. Records indicate that Mr. Madu was in acute distress.

57. Mr. Madu's pain was a 10 out of 10 on the numeric rating scale.

58. At 1:16pm, a UCSF Hospital provider noted that Mr. Madu's pain was typically responsive to Tylenol and Ibuprofen.

59. A provider noted that Mr. Madu's symptoms were likely from a vaso-occlusive crisis.

60. The hospital gave Mr. Madu multiple doses of dilaudid, Toradol, Tylenol, and gabapentin.

61. At 2:05p.m, a provider note indicates that a possible vaso-occlusive episode related to sickle cell was the cause of Mr. Madu's hip pain.

62. At 2:50p.m., Mr. Madu vomited after his first dose of dilaudid.

63. At 2:50p.m. Mr. Madu's oxygen saturation was in the mid-80s and up to 92% when prompted to take a deep breath.

64. At 2:55p.m. UCSF providers put Mr. Madu on two liters of nasal canula oxygen.

65. At 2:56pm Mr. Madu's blood pressure was 129/62, his heart rate was 96 beats per minute, his respiration rate was 12, and his oxygen saturation was 96 percent. His pain rating was 8 out of 10 on the numeric rating scale.

66. At 3:15pm Mr. Madu's heart rate was 92 beats per minute, his respiration rate was 12, and his oxygen saturation was 97 percent. His pain rating was 8 out of 10 on the numeric rating scale.

67. At 6:29p.m., Mr. Madu's heart rate was 91 beats per minute, his respiration rate was 20, and his oxygen saturation was 96 percent. His pain rating was 7 out of 10 on the numeric rating scale.

68. At 6:37p.m., Mr. Madu's oxygen saturation was 92 percent.

69. At 7:30p.m, Mr. Madu's oxygen saturation was still at 92 percent. His heart rate was 112 and his pain rating was recorded as 0 out of 10 on the numeric rating scale.

70. At 8:50p.m., Mr. Madu's oxygen saturation was 93 percent, his blood pressure was 139/81, and his heart rate was 99 beats per minute. His lower back pain was 7 out of 10 on the numeric rating scale and described as acute and aching.

71. At 10:07p.m., UCSF noted their plan was to transfer Mr. Madu to another hospital for evaluation.

72. At 10:23p.m., Mr. Madu's temperature was 100.2, his heart rate was 108 beats per minute, his respiration rate was 16, his blood pressure was 137/74, his oxygen saturation was 93% on 3 liters of nasal canula oxygen. His pain was recorded as 0 out of 10 on the numeric rating scale.

73. At 10:43p.m. a provider noted that the hospital had taken Mr. Madu off of oxygen and his oxygen saturation was down to 82%. Mr. Madu stated that "he has been needing his canula." The need for chest x-ray was noted.

74. At 11:45p.m. and based on the chest x-ray, the hospital noted linear and hazy opacities at the right lung base were likely associated with atelectasis but an underlying infectious process would be difficult to exclude.

75. Despite the critical and time-sensitive nature of Mr. Madu's condition, at 11:47p.m., Dr. Ali requested that Mr. Madu be transferred to Summit Alta at 6:30am, which would be almost 7 hours later.

76. At 11:48p.m., Dr. Atigapramoj filled out Mr. Madu's transfer form and noted the following reasons for Mr. Madu's transfer:

a. qualified clinical personnel unavailable;

b. and qualified clinical service unavailable.

77. Dr. Atigapramoj noted the following benefit of transfer:

a. staff of receiving facility are capable of providing the level of care needed.

78. On March 26, 2024, at 12:09a.m., Mr. Madu's body temperature was 101.3, his heart rate was 94 beats per minute, his respiration rate was 20, his blood pressure was 142/78, and his oxygen saturation was 99%, with 3 liters of nasal canula oxygen. His pain was 7 out of 10 on the numeric pain scale, and described as, acute, aching, lower back pain.

79. At 12:16a.m., Mr. Madu's body temperature was 101.3. A note indicated a plan for antibiotics and blood culture.

80. At 12:17a.m., a provider ordered a Tylenol and antibiotic injection.

81. At 12:30a.m., a provider performed a blood draw for a blood culture.

82. At 1:52a.m., Mr. Madu was on 3 liters of nasal canula oxygen.

83. At 2:49p.m., Mr. Madu's body temperature was 99.9, his heart rate was 92 beats per minute, his respiration rate was 16, and his oxygen saturation was at 92% with 3 liters of nasal canula oxygen.

84. At 5:20a.m., Mr. Madu's heart rate was 86 beats per minute, his respiration rate was 18, his blood pressure was 142/60, his oxygen saturation was 94%, with 3 liters of nasal canula oxygen, and his back pain was a 6 on the numeric pain scale and described as acute.

85. At 6:08a.m., a provider filled out the sign-out form for Mr. Madu's transfer to Alta Bates Summit Medical Center and noted Mr. Madu's diagnosis of acute chest syndrome with hypoxia and fever.

86. At 6:10a.m., UCSF Benioff Children's Hospital Oakland sent a handout report to Alta Bates Summit Medical Center.

87. At 6:24a.m., Mr. Madu's body temperature was 99.3, his heart rate was 97 beats per minute, his heart rate was 20, his oxygen saturation was 94% with 3 liters of nasal canula oxygen, and his pain was recorded as 0.

88. 7:07a.m., almost 8 hours after Mr. Madu's critical need for transfer was noted, Mr. Madu left via ambulance to Sutter Alta Bates Summit Medical Center – Alta Bates. A provider took Mr. Madu's vitals at departure. Mr. Madu's body temperature was 99.9, his heart rate was 95 beats per minute, his respiration rate was 20, his oxygen saturation was 94% with 3 liters of nasal canula oxygen, and his pain was recorded as 0 out 10 on the numeric pain scale.

ii. Facts specific to the negligent care and treatment that Defendants, ALTA BATES SUMMIT MEDICAL CENTER, SUTTER HEALTH NETWORK, LLC, a limited liability company, SUTTER HEALTH ALLIANCE, a nonprofit corporation, SUTTER COMMUNITY HEALTH, a nonprofit corporation, SUTTER HEALTH PACIFIC, a nonprofit corporation, SUTTER HEALTH, a nonprofit corporation, and DOES 26-50, inclusive ("Sutter Health Defendants") provided to Nbubuisi Madu from March 26, 2024, until his death on March 28, 2024.

89. Allegations of medical malpractice arise out of the identified negligent procedures, care, and treatment that Defendants ALTA BATES SUMMIT MEDICAL CENTER, SUTTER

HEALTH NETWORK, LLC, a limited liability company, SUTTER HEALTH ALLIANCE, a nonprofit corporation, SUTTER COMMUNITY HEALTH, a nonprofit corporation, SUTTER HEALTH PACIFIC, a nonprofit corporation, SUTTER HEALTH, a nonprofit corporation, and DOES 51-75, inclusive ("Sutter Health Defendants") provided to Nbubuisi Madu from March 26, 2024, until his untimely and tragic death on March 28, 2024.

90. Sutter Health Defendants knew or should have known that given Mr. Madu's history of abnormal vision, acute thromboembolism of deep veins of lower extremity, blood disorder, gout, sickle cell anemia, sickle cell disease, and vaso-occlusive crisis, he was particularly susceptible to the injuries that ultimately caused his death on March 28, 2024.

91. The Sutter Health Defendants knew or should have known about the critical and time-sensitive nature of Mr. Madu's conditions and failed to treat them in a timely manner.

92. On March 26, 2024, at 7:56a.m, Mr. Madu arrived at Sutter Alta Bates Summit Medical Center – Alta Bates.

93. Mr. Madu's diagnosis upon admission was hemoglobin sickle cell disease with acute chest syndrome.

94. A provider initially noted that Mr. Mady was hypoxic at 91% oxygen saturation on 3 liters of nasal canula oxygen. A provider then noted that Mr. Madu had further desaturation to 87% so was placed on 5 liters of nasal canula oxygen. Arterial blood gas was drawn at the time of desaturation and showed hypoxia with an oxygen saturation of 79%.

95. Upon arrival, Mr. Madu was admitted to the intensive care unit.

96. Providers noted their concern that Mr. Madu needed intubation, as he had increase work of breathing ("WOB") and a high oxygen requirement.

97. At 8:49a.m., a portable chest x-ray showed Consolidative opacity involving the right mid to lower lung with possible small right pleural effusion. A provider note stated that in the setting of sickle cell disease, these findings may represent acute chest syndrome.

98. At 10:22a.m., a hospitalist and critical care note indicated the diagnosis of acute hypoxemic respiratory failure, presumed secondary to acute chest syndrome.

99. At 10:22a.m., a physical exam showed a pulse of 103 beats per minute, a body temperature of 98.6, a respiration rate of 20, and an oxygen saturation of 88%.

100. The lab results showed a PO2 of 44, and an oxygen saturation of 79%.

101. A note about the lab results indicated that Mr. Madu's oxygen levels were critically low.

102. On March 26, 2024, at 12:38p.m., a CTA scan revealed the following:

i. Patchy bilateral interstitial opacities, mostly in the dependent bases, worrisome for infectious/infiltrative process.

ii. Aspiration is a possibility of an dependent distribution.

iii. Mild diffuse bilateral groundglass opacities which may represent a component of interstitial edema, particularly in the setting of an enlarged heart. There are no effusions.

iv. Suboptimal evaluation of the small pulmonary arteries due to respiratory motion artifact. However, no large or central PE is identified.

103. At 1:44p.m., a Transthoracic Echo revealed the following overall conclusions:

i. Low normal left ventricle contractility;

ii. Normal right ventricle contractility;

iii. Bi-atrial enlargement;

iv. No significant valvular dysfunction; and

v. Some microbubbles in the left heart with unknown transit time.

vi. Recommend formal agitated saline contrast study to assess for intracardiac shunt if clinically warranted.

104. At 2:00p.m., Evan John Smith, MD communicated Mr. Madu's critical need for a large amount of oxygen and immediate red cell exchange.

105. At 4:20p.m., over 2 hours later, Dr. Smith re-evaluated Mr. Madu and discovered that providers had not initiated the red cell exchange.

106. After discovering the failure to timely initiate the red cell exchange, Dr. Smith told the charge RN that the red cell exchange needed to happen STAT.

107. Dr. Smith attempted to call Dr. Reddy and the on-call hematologist Dr. Li, but neither provider answered.

108. Dr. Smith and left messages for both Dr. Reddy and Dr. Li.

109. Dr. Smith spoke to the blood bank and informed them to prepare blood.

110. On Dr. Smith's evaluation, Mr. Madu was less responsive and could not answer orientation questions. Mr. Madu's eyes were open, and he said "good" when Dr. Smith asked ask how he was. However, Mr. Madu was breathing in the 40's and his using neck muscles to breathe. Dr. Smith noted his intention to intubate Mr. Madu in the near future and he called an RN to facilitate.

111. At 4:55p.m. Dr. Smith spoke to Dr. Li in hematology. Dr. Li then contacted the pheresis nurse and communicated that the cell exchange needed to happen immediately.

112. At 5:00p.m. Mr. Madu was sedated and intubated.

113. At 5:01p.m., a note says that Dr. Smith discussed the cell exchange with the ICU manager, charge nurse, and hematology. All were in agreement that the red cell exchange needed to happen that night.

114. This 5:01p.m. progress note by Dr. Smith described that "there had been some miscommunication where pheresis thought that blood would not be available till 7am…" and the blood bank thought "pheresis would not be done till 7am tomorrow."

115. In addition to the miscommunication causing delay, Mr. Madu needed nine units of blood, but the blood bank only had five. The remaining four units were in Sacramento.

116. Prior to the transfusion, Mr. Madu had a body temperature of 101.

117. During the transfusion, Mr. Madu's body temperature increased to 103.

118. Dr. Smith was later notified of a possible blood transfusion reaction.

119. At 5:17p.m., Mr. Madu's breathing was moderately coarse bilaterally.

120. Providers performed endotracheal suctioning for thin, yellow secretions in a moderate amount.

121. At 6:35p.m., a provider notified Dr. Smith that Mr. Madu had an elevated potassium level of 7.0.

122. Lab results revealed that Mr. Madu's blood was partially hemolyzed.

123. At 7:30p.m., lab results revealed that Mr. Madu's blood was moderately hemolyzed.

124. At 9:00p.m., Mr. Madu was noted to be very hypotensive, with systolic blood pressure in the 60-70 range.

125. At 9:30p.m., Mr. Madu had a junctional rhythm rate in the 70s.

126. At 10:30p.m., a 12-lead EKG showed an accelerated junctional rhythm.

127. At 11:20p.m., a provider completed Plasmapharesis.

128. At 11:24p.m, Mr. Madu received 4 units of packed red blood cells via central venous catheter.

129. On March 27, 2024, Mr. Madu's providers noted that the sickle cell pain crisis had progressed into acute hypoxemic respiratory failure, multiorgan failure from veno-occlusive disease, and acute chest syndrome, requiring continuous renal replacement therapy ("CRRT"), red cell exchange, and multiple pressors.

130. A provider communicated to Mr. Madu's family that he may die from these conditions.

131. When Mr. Madu's pressor requirements decreased enough to allow for non-contrast helical computed tomography, providers discovered that Mr. Madu had cerebral edema and possible fat emboli syndrome.

132. On March 27, 2024, at 1:31a.m., a provider assessment indicated that Mr. Madu had acute kidney injury (AKI) secondary to acute tubular necrosis, no urine production, severe hyperkalemia secondary to AKI, metabolic acidosis, intravascular hemolysis for sickle cell crisis, metabolic acidosis, septic shock, and acute chest syndrome.

133. At 9:25a.m., an ICU progress note indicate that providers started Mr. Madu on CRRT, progressed to shock on 3 pressors, but was on 2 at that time. His active problem list included sickle cell pain crisis, acute hypoxemic respiratory failure, acute chest syndrome, possible intracranial bleeding, likely aspiration suspected pulmonary infarction, suspected community acquired pneumonia leading to acute chest syndrome, though ultimately unclear precipitant.

134. The 9:25a.m. note reads, "I worry he is progressing to acute liver failure w/ rising INR and low albumin, though bili reassuringly normal. Very likely has hepatic sickling. RUQUS fairly normal."

135. On March 28, 2024, Mr. Madu suffered pulseless electrical activity ("PEA") arrest.

136. On March 28, 2024, 12:54a.m., providers called a Code Blue and started chest compressions.

137. At 12:57a.m., providers checked Mr. Madu's pulse, but none was detected. They resumed CPR.

138. At 12:59a.m., providers checked Mr. Madu's pulse again, but none was detected. They resumed CPR.

139. At 1:02a.m., Plaintiff LAURA CHRISTINE MATTELIANO-MADU told providers to stop the Code Blue on her husband.

140. On March 28, 2024, at 1:04a.m. Mr. Madu was pronounced dead.

141. Mr. Madu's causes of death were listed as cerebral edema, veno-occlusive disease, multi-organ failure, and sickle cell disease.

D. Facts specific to Oxbryta

142. Oxbryta is manufactured as an oral, once-daily therapy for patients with SCD.

143. On September 25, 2024, Pfizer Defendants announced their voluntary withdrawal of all lots of Oxbryta, in all markets where it is approved (hereinafter the Recall).[4] The decision came after "data showed an imbalance in Vaso-occlusive crises, a complication of the disease and 'fatal events' that required further assessment."[5]

144. Pfizer Defendants knew or should have known for decades that Oxbryta, when administered and prescribed as intended, can cause or substantially contribute to VOCs and even death.

145. Nevertheless, prior to the Decedent's death, Pfizer Defendants failed to warn, instruct, advise, educate, or otherwise inform Oxbryta users and prescribers, including the Plaintiff's Decedent, about the risk of VOCs and/or death.

146. The active substance in Oxbryta, was supposed to work by improving the ability of the hemoglobin to hold on to oxygen, and preventing it from forming chains. In theory, this would help the red blood cells to maintain normal shape and flexibility, reducing their excess breakdown and improving their lifespan.

147. The FDA approved Oxbryta under the accelerated approval pathway in 2019 for the treatment of sickle cell disease in adults and pediatric patients 12 years of age and older. In

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[4] https://www.pfizer.com/news/press-release/press-release-detail/pfizer-voluntarily-withdraws-all-lots-sickle-cell-disease

[5] https://www.reuters.com/business/healthcare-pharmaceuticals/pfizer-withdraws-sickle-cell-disease-treatment-all-markets2024-09-25/

2021, FDA granted accelerated approval of Oxbryta for the treatment of sickle cell disease in patients 4 to 11 years of age. Accelerated approval is based on a surrogate or intermediate clinical endpoint that is reasonably likely to predict clinical benefit, allowing for earlier approval of drugs that treat serious conditions and fill an unmet medical need. In general, FDA requires post-marketing studies to verify and describe the clinical benefit of medications approved under this program. *Id.*

148. Defendants marketed Oxbryta through various forms of media and promised its purchasers would "experience less sickling."[6]

149. Defendant Global Blood Therapeutics called Oxbryta a "first-of-its-kind tablet that treats sickle cell. . ." and would lead to "less sickling" by "address[ing] sickling at its source." [7]

[6] https://www.mmm-online.com/home/channel/first-look-oxbryta-spot-aims-to-empower-patients-with-sickle-cell/

150. On September 25, 2024, Pfizer Defendants announced they were voluntarily withdrawing the medication from the market, ceasing distribution, and discontinuing all active clinical trials and expanded access programs for Oxbryta "because recent data indicate the benefit of Oxbryta does not outweigh the risks for the sickle cell patient population."[8]

151. Defendants noted that their decision was "based on the totality of clinical data that now indicates the overall benefit of OXBRYTA no longer outweighs the risk in the approved

[7] https://sicklecellconsortium.org/wp-content/uploads/2020/06/Oxbryta-Core-Patient-Leave-Behind-Electronic-Version2.pdf

[8] https://www.fda.gov/drugs/drug-safety-and-availability/fda-alerting-patients-and-health-care-professionals-about-voluntary-withdrawal-oxbryta-market-due

sickle cell patient population. The data suggest an imbalance in vaso-occlusive crises and fatal events which require further assessment."[9]

152. According to the European Medicines Agency, Study GBT440-032 is assessed the effects of voxelotor on the transcranial doppler ultrasound measurements of cerebral arterial blood flow in children from 2 to 15 years of age with SCD and are at high risk of stroke. The study recruited 236 patients from Egypt, Ghana, Kenya, Nigeria, Oman, Saudi Arabia, the United States and the United Kingdom. There were 8 deaths in people taking voxelotor and 2 deaths in people taking placebo.[10]

153. Study GBT440-042 assessed the effects of voxelotor on leg ulcers in 88 patients from 12 years of age recruited from Brazil, Kenya and Nigeria. Eight deaths occurred in the open-label part of this study. *Id.*

154. "The initiation of the review follows an imbalance of deaths between voxelotor and placebo observed in clinical trials," the European Medicines Agency said in an agenda of the meeting posted on its website.[11]

155. Oxbryta was at all times utilized and prescribed in a manner foreseeable to Pfizer Defendants, as Pfizer Defendants generated the instructions for use. Mr. Madu and his physicians foreseeably used Oxbryta, and did not misuse or alter Oxbryta in an unforeseeable manner.

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[9] https://www.pfizer.com/news/press-release/press-release-detail/pfizer-voluntarily-withdraws-all-lots-sickle-cell-disease

[10] https://www.ema.europa.eu/en/documents/referral/oxbryta-article-20-procedure-review-started_en.pdf

[11] https://www.reuters.com/business/healthcare-pharmaceuticals/pfizer-withdraws-sickle-cell-disease-treatment-all-markets-2024-09-25/

156. At the time of his death, Decedent Nbubuisi Madu was unaware that Oxbryta had a higher rate of vaso-occlusive crisis.

157. Mr. Madu was also unaware that there were more deaths in the Oxbryta treatment group as compared to the placebo group in post-marketing studies or that there were higher rates of vaso-occlusive crises in patients with sickle cell disease receiving Oxbryta in two real-world registry studies.

158. As a direct result of being prescribed and consuming Oxbryta, Mr. Madu experienced severe injuries, including sickle cell crisis, vaso-occlusive crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death.

159. As a direct and proximate result of his Oxbryta use, Mr. Madu suffered severe physical pain, emotional distress, and death.

CAUSES OF ACTION

COUNT I:

MEDICAL MALPRACTICE, NEGLIGENCE, AND BREACH OF THE STANDARDS OF CARE

(Against Defendants, CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation; and DOES 1-25, inclusive ("UCSF Defendants") and ALTA BATES SUMMIT MEDICAL CENTER; SUTTER HEALTH NETWORK, LLC, a limited liability company; SUTTER HEALTH ALLIANCE, a nonprofit corporation; SUTTER COMMUNITY HEALTH, a nonprofit corporation; SUTTER HEALTH PACIFIC, a nonprofit corporation; SUTTER HEALTH, a nonprofit corporation; and DOES 26-50, inclusive ("Sutter Health Defendants") (collectively referred to as "Hospital Defendants")

160. At all times herein mentioned, Plaintiff's decedent received treatment and care from Defendants CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, a nonprofit

corporation, d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a statutory corporation; and DOES 1-25, inclusive ("UCSF Defendants") and ALTA BATES SUMMIT MEDICAL CENTER; SUTTER HEALTH NETWORK, LLC, a limited liability company; SUTTER HEALTH ALLIANCE, a nonprofit corporation; SUTTER COMMUNITY HEALTH, a nonprofit corporation; SUTTER HEALTH PACIFIC, a nonprofit corporation; SUTTER HEALTH, a nonprofit corporation; and DOES 26-50, inclusive ("Sutter Health Defendants") (collectively referred to as "Hospital Defendants").

161. From approximately March 25, 2024, through March 28, 2024, Plaintiffs' decedent consulted with Hospital Defendants, and each of them, specifically for the purpose of obtaining Hospital Defendants' professional advice regarding Plaintiff's decedent's symptoms and medical care. Hospital Defendants recommended and carried out treatment. Plaintiff's decedent relied upon the advice and representation of Hospital Defendants, and each of them, all to Plaintiff's decedent's ultimate detriment. From approximately March 25, 2024, through March 28, 2024, Hospital Defendants failed to timely diagnose and treat Plaintiffs' decedent's condition resulting in Plaintiff's decedent suffering catastrophic injuries, including sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death on March 28, 2024. A copy of the death certificate is filed herewith.

162. At all times herein mentioned, Hospital Defendants, and each of them, did negligently examine, diagnose, advise, care, treat, and administer car to decedent. In their examination, diagnosis, advice, care, treatment, and administration of medical care to decedent, Hospital Defendants, and each of them, failed to exercise that degree of skill and care commonly possessed and exercised by health care providers, medical practitioners, medical doctors, medical specialists, physicians, surgeons, nurses, technicians, physician's assistants, aides, radiologists, anesthetists, laboratory assistants, x-ray assistants, hospital associates, agents, and/or employees,

who perform the same or similar treatment, care, and diagnostic procedures in the area where Hospital Defendants practice.

163. As a direct and proximate result of the aforesaid negligence of the Hospital Defendants, and each of them, Nbubuisi Madu died on March 28, 2024.

164. Prior to the filing of this Complaint, a period of one calendar year had not yet elapsed since Plaintiff first learned or reasonably should have known the facts that Plaintiff's injuries and damages were a legal result of the negligent acts or omission of the Hospital Defendants, and each of them; further, a period of three years has not yet elapsed since the manifestation of Plaintiff's injuries.

165. Prior to the death of decedent, decedent's heirs were, to an extent subject to proof at the time of trial, dependent upon decedent for support, maintenance, love, comfort, and society.

166. At all times prior to his death, decedent was a faithful, loving, nurturing, and dutiful husband.

167. As a legal result of the negligence of Hospital Defendants, and each of them, and of the death of decedent, plaintiff has sustained pecuniary loss resulting from the loss of consortium, loss of love, companionship, comfort, affection, society, solace, moral support, and support of decedent, in a sum according to proof at trial.

168. As a further and legal result of the negligence of defendants, and each of them, and of the death of decedent, plaintiffs have incurred funeral and burial expenses, in a sum according to proof at trial.

169. As a further and legal result of the death of decedent, Plaintiff, as the personal representative of to decedent, has and is responsible for the payment of medical expenses,

and other related expenses incurred while decedent survived and following his death. The foregoing has caused Plaintiff to suffer additional economic damages.

170. As a further direct and legal result of the negligence and carelessness of Hospital Defendants, and each of them, Plaintiff has sustained a loss of decedent's income and will continue to suffer loss of income and/or financial support in the future. The exact amount of such damages is presently unknown; Plaintiff will ask leave to amend the complaint when said is ascertained.

171. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Hospital Defendants for compensatory, punitive damages, and special damages, including loss of future earning capacity, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT II:

STRICT LIABILITY – DESIGN DEFECT

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

172. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

173. Plaintiff brings this strict liability claim against GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") for defective design with respect to their Oxbryta products.

174. At all relevant times, Pfizer Defendants engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and/or promoting Oxbryta products, which are defective and unreasonably dangerous to consumers, including Plaintiff,

thereby placing Oxbryta products into the stream of commerce. These actions were under the ultimate control and supervision of Pfizer Defendants. At all relevant times, Pfizer Defendants designed, researched, developed, manufactured, produced, tested, assembled, labeled, advertised, promoted, marketed, sold, and/or distributed the Oxbryta products used by Plaintiff, as described herein.

175. At all relevant times, Pfizer Defendants' Oxbryta products were manufactured, designed, and labeled in an unsafe, defective, and inherently dangerous manner that was dangerous for use by or exposure to the public, including Plaintiff.

176. At all relevant times, Pfizer Defendants' Oxbryta products reached the intended consumers, handlers, and users or other persons coming into contact with these products within this judicial district and throughout the United States, including Plaintiff, without substantial change in its condition as designed, manufactured, sold, distributed, labeled, and/or marketed by Pfizer Defendants. At all relevant times, Pfizer Defendants registered, researched, manufactured, distributed, marketed, packaged, and/or sold Oxbryta products within this judicial district and aimed at a consumer market within this judicial district. Pfizer Defendants were at all relevant times involved in the sales and promotion of Oxbryta products marketed and sold in this judicial district.

177. Pfizer Defendants' Oxbryta products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and/or marketed by Pfizer Defendants were defective in design and formulation in that, when they left the control of Defendants' manufacturers and/or suppliers, they were unreasonably dangerous and dangerous to an extent beyond that which an ordinary consumer would contemplate.

178. Pfizer Defendants' Oxbryta products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and/or marketed by Pfizer Defendants were defective in design and formulation in that, when they left the hands of Pfizer Defendants'

manufacturers and/or suppliers, the foreseeable risks exceeded the alleged benefits associated with its design and formulation.

179. At all relevant times, Pfizer Defendants knew or had reason to know that Oxbryta products were defective and were inherently dangerous and unsafe when used in the manner instructed and provided by Pfizer Defendants.

180. Therefore, at all relevant times, Pfizer Defendants' Oxbryta products, as researched, tested, developed, designed, registered, licensed, manufactured, packaged, labeled, distributed, sold, and/or marketed by Pfizer Defendants were defective in design and formulation, in one or more of the following ways:

a. When placed in the stream of commerce, Pfizer Defendants' Oxbryta products were defective in design and formulation, and, consequently, dangerous to an extent beyond that which an ordinary consumer would contemplate;

b. When placed in the stream of commerce, Pfizer Defendants' Oxbryta products were unreasonably dangerous in that they were hazardous and posed a grave risk of VOCs and other serious illnesses when used in a reasonably anticipated manner;

c. When placed in the stream of commerce, Pfizer Defendants' Oxbryta products contained unreasonably dangerous design defects and were not reasonably safe when used in a reasonably anticipated or intended manner;

d. Pfizer Defendants did not sufficiently test, investigate, or study their Oxbryta products;

e. Exposure to Oxbryta products presents a risk of harmful side effects that outweigh any potential utility stemming from the use of the drug;

f. Pfizer Defendants knew or should have known at the time of marketing/selling Oxbryta products that exposure to Oxbryta could result severe illnesses and injuries and even death;

g. Pfizer Defendants did not conduct adequate post-marketing surveillance of their Oxbryta products;

h. Pfizer Defendants could have employed safer alternative designs and formulations.

181. Mr. Madu used and was exposed to Pfizer Defendants' Oxbryta products without knowledge of Oxbryta's dangerous characteristics.

182. At all times relevant to this litigation, Mr. Madu used and/or was exposed to the use of Pfizer Defendants' Oxbryta products in an intended or reasonably foreseeable manner without knowledge of Oxbryta's dangerous characteristics.

183. Mr. Madu could not reasonably have discovered the defects and risks associated with Oxbryta products before or at the time of exposure due to the Pfizer Defendants' suppression or obfuscation of scientific information.

184. The harm caused by Pfizer Defendants' Oxbryta products far outweighed its benefit, rendering Pfizer Defendants' product dangerous to an extent beyond that which an ordinary consumer would contemplate. Pfizer Defendants' Oxbryta products were and are more dangerous than alternative products, and Pfizer Defendants could have designed Oxbryta products to make them less dangerous. Indeed, at the time Pfizer Defendants designed Oxbryta products, the state of the industry's scientific knowledge was such that a less risky design or formulation was attainable.

185. At the time Oxbryta products left Pfizer Defendants' control, there was a practical, technically feasible, and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of Pfizer Defendants' Oxbryta products.

186. Pfizer Defendants' defective design of Oxbryta products was willful, wanton, malicious, and conducted with reckless disregard for the health and safety of users of the Oxbryta products, including Mr. Madu.

187. Therefore, as a result of the unreasonably dangerous condition of their Oxbryta products, Pfizer Defendants are strictly liable to Plaintiff for Mr. Madu's injuries.

188. The defects in Pfizer Defendants' Oxbryta products were substantial and contributing factors in causing Mr. Madu's injuries, and, but for Pfizer Defendants' misconduct and omissions, Mr. Madu would not have sustained injuries and suffered an untimely death.

189. Pfizer Defendants' conduct, as described herein, was reckless. Pfizer Defendants risked the lives of consumers and users of their products, including Mr. Madu, with knowledge of the safety problems associated with Oxbryta products, and suppressed this knowledge from the general public. Pfizer Defendants made conscious decisions not to redesign, warn or inform the unsuspecting public. Pfizer Defendants' reckless conduct warrants an award of punitive damages.

190. As a direct and proximate result of Pfizer Defendants placing their defective Oxbryta products into the stream of commerce, and the resulting injuries, Plaintiff sustained pecuniary loss including general damages in a sum which exceeds the jurisdictional minimum of this Court.

191. As a proximate result of Pfizer Defendants placing their defective Oxbryta products into the stream of commerce, as alleged herein, there was a measurable and significant interval of time during which Mr. Madu suffered great mental anguish, personal injury, and damages, including death.

192. As a proximate result of the Pfizer Defendants placing their defective Oxbryta products into the stream of commerce, as alleged herein, Plaintiff sustained loss of income and/or loss of earning capacity.

193. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory punitive damages, and special damages, including loss of future earning capacity, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT III:

STRICT LIABILITY – FAILURE TO WARN

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

194. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

195. Plaintiff brings this strict liability claim against GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") for failure to warn.

196. At all relevant times, Pfizer Defendants engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and/or promoting Oxbryta products which are defective and unreasonably dangerous to consumers, including Mr. Madu, because they do not contain adequate warnings or instructions concerning the dangerous characteristics of Oxbryta. These actions were under the ultimate control and supervision of Pfizer Defendants.

197. At all relevant times, Pfizer Defendants registered, researched, manufactured, distributed, marketed, and sold within this judicial district and aimed at a consumer market. Pfizer Defendants were at all relevant times involved in the retail and promotion of Oxbryta products marketed and sold in in this judicial district.

198. Pfizer Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of commerce their Oxbryta products, and in the course of same, directly advertised or marketed the products to

consumers and end users, including Mr. Madu, and therefore had a duty to warn of the risks associated with the use of Oxbryta products.

199. At all relevant times, Pfizer Defendants had a duty to properly test, develop, design, manufacture, inspect, package, label, market, promote, sell, distribute, maintain, supply, provide proper warnings, and take such steps as necessary to ensure their Oxbryta products did not cause users and consumers to suffer from unreasonable and dangerous risks. Pfizer Defendants had a continuing duty to warn Mr. Madu of dangers associated with Oxbryta. Pfizer Defendants, as a manufacturer, seller, or distributor of pharmaceutical medication, are held to the knowledge of an expert in the field.

200. At the time of manufacture, Pfizer Defendants could have provided warnings or instructions regarding the full and complete risks of Oxbryta products because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

201. At all relevant times, Pfizer Defendants failed and deliberately refused to investigate, study, test, or promote safety or to minimize the dangers to users and consumers of their product and to those who would foreseeably use or be harmed by Pfizer Defendants' Oxbryta products, including Mr. Madu.

202. Even though Pfizer Defendants knew or should have known that Oxbryta posed a grave risk of harm, they failed to exercise reasonable care to warn of the dangerous risks associated with use and exposure. The dangerous propensities of their products and as a result of ingesting Oxbryta, as described above, were known to Pfizer Defendants, or scientifically knowable to Pfizer Defendants through appropriate research and testing by known methods, at the time they distributed, supplied or sold the product, and were not known to end users and consumers, such as Mr. Madu.

203. Pfizer Defendants knew or should have known that their products created significant risks of serious bodily harm to consumers, as alleged herein, and Pfizer Defendants failed to adequately warn consumers, i.e., the reasonably foreseeable users, of the risks of exposure to their products. Pfizer Defendants have wrongfully concealed information concerning the dangerous nature of Oxbryta, and further, have made false and/or misleading statements concerning the safety of Oxbryta products.

204. At all relevant times, Pfizer Defendants' Oxbryta products reached the intended consumers, handlers, and users or other persons coming into contact with these products within this judicial district and throughout the United States, including Mr. Madu, without substantial change in its condition as designed, manufactured, sold, distributed, labeled, and marketed by Pfizer Defendants.

205. Mr. Madu was exposed to Pfizer Defendants' Oxbryta products without knowledge of its dangerous characteristics.

206. At all relevant times, Mr. Madu used and/or was exposed to the use of Pfizer Defendants' Oxbryta products while using it for its intended or reasonably foreseeable purposes, without knowledge of its dangerous characteristics.

207. Mr. Madu could not have reasonably discovered the defects and risks associated with Oxbryta products prior to or at the time of Mr. Madu consuming Oxbryta. Mr. Madu relied upon the skill, superior knowledge, and judgment of Pfizer Defendants to know about and disclose serious health risks associated with using Pfizer Defendants' products.

208. Pfizer Defendants knew or should have known that the minimal warnings disseminated with their Oxbryta products were inadequate, failed to communicate adequate information on the dangers and safe use/exposure, and failed to communicate warnings and instructions that were appropriate and adequate to render the products safe for its ordinary, intended and reasonably foreseeable uses.

209. The information Pfizer Defendants did provide or communicate failed to contain relevant warnings, hazards, and precautions that would have enabled consumers such as Mr. Madu to utilize the products safely and with adequate protection. Instead, Pfizer Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of injuries with use of and/or exposure to Oxbryta; continued to aggressively promote the efficacy of their products, even after they knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of ingesting Oxbryta.

210. This alleged failure to warn is not limited to the information contained on Oxbryta's labeling. Pfizer Defendants should have warned the public about risks associated with Oxbryta through other non-labeling mediums, i.e., promotion, advertisements, public service announcements, and/or public information sources. But Pfizer Defendants did not disclose these known risks through any medium.

211. Pfizer Defendants are liable to Plaintiff for Mr. Madu's injuries, which were caused by their negligent or willful failure, as described above, to provide adequate warnings or other clinically relevant information and data regarding the appropriate use of their products and the risks associated with the use of Oxbryta.

212. Had Pfizer Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Oxbryta products, Mr. Madu could have avoided the risk of developing injuries and could have obtained or used alternative medication.

213. As a direct and proximate result of Pfizer Defendants' placing defective Oxbryta products into the stream of commerce, Mr. Madu suffered injuries, including sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death

and thus Plaintiff has sustained pecuniary loss resulting and general damages in a sum exceeding the jurisdictional minimum of this Court.

214. As a proximate result of Pfizer Defendants' placing defective Oxbryta products into the stream of commerce, as alleged herein, there was a measurable and significant interval of time during which Mr. Madu suffered great mental anguish and other personal injuries and damages.

215. As a proximate result of Pfizer Defendants' placing defective Oxbryta products into the stream of commerce, as alleged herein, Plaintiff sustained a loss of income and/or loss of earning capacity.

216. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory, punitive damages, and special damages, including loss of future earning capacity, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT IV: NEGLIGENCE

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

217. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

218. GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") directly or indirectly, caused Oxbryta products to be sold, distributed, packaged, labeled, marketed, promoted, and/or used by Mr. Madu. At all relevant times, Pfizer Defendants registered, researched, manufactured, distributed, marketed and sold Oxbryta within this judicial district and aimed at a consumer market within this district.

219. At all relevant times, Pfizer Defendants had a duty to exercise reasonable care in the design, research, manufacture, marketing, advertisement, supply, promotion, packaging, sale, and distribution of Oxbryta products, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that was not unreasonably dangerous to consumers and users of the product.

220. At all relevant times, Pfizer Defendants had a duty to exercise reasonable care in the marketing, advertisement, and sale of the Oxbryta products. Pfizer Defendants' duty of care owed to consumers and the general public included providing accurate, true, and correct information concerning the risks of using Oxbryta and appropriate, complete, and accurate warnings concerning the potential adverse effects of Oxbryta.

221. At all relevant times, Pfizer Defendants knew or, in the exercise of reasonable care, should have known of the hazards and dangers of Oxbryta.

222. Accordingly, at all relevant times, Pfizer Defendants knew or, in the exercise of reasonable care, should have known that use of Oxbryta products could cause or be associated with Mr. Madu's injuries, and thus, create a dangerous and unreasonable risk of injury to the users of these products, including Mr. Madu.

223. Pfizer Defendants also knew or, in the exercise of reasonable care, should have known that users and consumers of Oxbryta were unaware of the risks and the magnitude of the risks associated with use of Oxbryta.

224. As such, Pfizer Defendants breached their duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of Oxbryta products, in that Pfizer Defendants manufactured and produced defective Oxbryta; knew or had reason to know of the defects inherent in their products; knew or had reason to know that a user's or consumer's use

of the products created a significant risk of harm and unreasonably dangerous side effects; and failed to prevent or adequately warn of these risks and injuries.

225. Pfizer Defendants were negligent in their promotion of Oxbryta, outside of the labeling context, by failing to disclose material risk information as part of their promotion and marketing of Oxbryta, including the internet, television, print advertisements, etc. Nothing prevented Pfizer Defendants from being honest in their promotional activities, and, in fact, Pfizer Defendants had a duty to disclose the truth about the risks associated with Oxbryta in their promotional efforts, outside of the context of labeling.

226. Despite their ability and means to investigate, study, and test the products and to provide adequate warnings, Pfizer Defendants failed to do so. Indeed, Pfizer Defendants wrongfully concealed information and further made false and/or misleading statements concerning the safety and use of Oxbryta.

227. Pfizer Defendants' negligence included:

a. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing Oxbryta products without thorough and adequate pre-and post-market testing;

b. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing Oxbryta while negligently and/or intentionally concealing and failing to disclose the results of trials, tests, and studies of Oxbryta;

c. Failing to undertake sufficient studies and conduct necessary tests to determine whether or not Oxbryta products were safe for its intended consumer use;

d. Failing to use reasonable and prudent care in the design, research, manufacture, and development of Oxbryta products so as to avoid the risk of serious harm associated with the prevalent use of Oxbryta products;

e. Failing to design and manufacture Oxbryta products so as to ensure they were at least as safe and effective as other medications on the market intended to treat the same symptoms;

f. Failing to provide adequate instructions, guidelines, and safety precautions to those persons Defendants could reasonably foresee would use Oxbryta products;

g. Failing to disclose to Mr. Madu, users/consumers, and the general public that use of Oxbryta presented severe risks of VOCs and other grave illnesses;

h. Failing to warn Mr. Madu, consumers, and the general public that the product's risk of harm was unreasonable and that there were safer and effective alternative medications available to Plaintiff and other consumers;

i. Systematically suppressing or downplaying contrary evidence about the risks, incidence, and prevalence of the side effects of Oxbryta products;

j. Representing that their Oxbryta products were safe for its intended use when, in fact, Pfizer Defendants knew or should have known the products were not safe for its intended purpose;

k. Declining to make or propose any changes to Oxbryta products' labeling or other promotional materials that would alert consumers and the general public of the risks of Oxbryta;

l. Advertising, marketing, and recommending the use of the Oxbryta products, while concealing and failing to disclose or warn of the dangers known (by Pfizer Defendants) to be associated with or caused by the use of or exposure to Oxbryta; Continuing to disseminate information to their consumers, which indicate or imply that Pfizer Defendants' Oxbryta products are not unsafe for regular consumer use; and

m. Continuing the manufacture and sale of their products with the knowledge that the products were unreasonably unsafe and dangerous.

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

229. Mr. Madu did not know the nature and extent of the injuries that could result from the intended use of and/or exposure to Oxbryta.

230. Pfizer Defendants' negligence was the proximate cause of Mr. Madu's injuries.

231. Pfizer Defendants' conduct, as described above, was reckless. Pfizer Defendants regularly risked the lives of consumers and users of their products, including Mr. Madu, with full knowledge of the dangers of their products. Pfizer Defendants have made conscious decisions not to redesign, re- label, warn, or inform the unsuspecting public, including Mr. Madu. Pfizer Defendants' reckless conduct therefore warrants an award of punitive damages.

232. As a direct and proximate result of Pfizer Defendants placing defective Oxbryta products into the stream of commerce, Mr. Madu suffered injuries, including sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death and thus Plaintiff has sustained pecuniary loss resulting and general damages in a sum exceeding the jurisdictional minimum of this Court.

233. As a proximate result of Pfizer Defendants placing defective Oxbryta products into the stream of commerce, as alleged herein, there was a measurable and significant interval of time during which Mr. Madu suffered great mental anguish and other personal injuries and damages.

234. As a proximate result of Pfizer Defendants' placing defective Oxbryta products into the stream of commerce, as alleged herein, Plaintiff sustained a loss of income and/or loss of earning capacity.

235. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory, punitive, and special damages, including loss of future earning capacity, damages, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT V:

BREACH OF EXPRESS WARRANTIES

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

236. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

237. At all relevant times, GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and/or promoting Oxbryta products, which are defective and unreasonably dangerous to consumers, including Mr. Madu, thereby placing Oxbryta products into the stream of commerce. These actions were under the ultimate control and supervision of Pfizer defendants

238. Pfizer Defendants had a duty to exercise reasonable care in the research, development, design, testing, packaging, manufacture, inspection, labeling, distributing, marketing, promotion, sale, and release of Oxbryta products, including a duty to:

a. ensure that their products did not cause the user unreasonably dangerous side effects;

b. warn of dangerous and potentially fatal side effects; and

c. disclose adverse material facts, such as the true risks associated with the use of and exposure to Oxbryta, when making representations to consumers and the general public, including Mr. Madu.

143. Oxbryta's label confirms that it was "indicated for the treatment of sickle cell disease in adults and pediatric patients 4 years of age and older."[12]

144. As alleged throughout this pleading, the ability of Pfizer Defendants to properly disclose those risks associated with Oxbryta is not limited to representations made on the labeling.

145. Pfizer Defendants marketed Oxbryta through various forms of media and promised its purchasers would "experience less sickling."[13]

146. At all relevant times, Pfizer Defendants expressly represented and warranted to the purchasers of their products, by and through statements made by Pfizer Defendants in labels, publications, package inserts, and other written materials intended for consumers and the general public, that Oxbryta products were safe to human health and the environment, effective, fit, and proper for its intended use. Pfizer Defendants advertised, labeled, marketed, and promoted Oxbryta products, representing the quality to consumers and the public in such a way as to induce its purchase or use, thereby making an express warranty that Oxbryta products would conform to the representations.

147. These express representations include incomplete warnings and instructions that purport, but fail, to include the complete array of risks associated with use of and/or exposure to Oxbryta. Pfizer Defendants knew and/or should have known that the risks expressly included in Oxbryta warnings and labels did not and do not accurately or adequately set forth the risks of

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[12] https://www.accessdata.fda.gov/drugsatfda_docs/label/2021/213137s006lbl.pdf

[13] https://www.mmm-online.com/home/channel/first-look-oxbryta-spot-aims-to-empower-patients-with-sickle-cell/

developing the serious injuries complained of herein. Nevertheless, Pfizer Defendants expressly represented that Oxbryta products were safe and effective, that they were safe and effective for use by individuals such as the Mr. Madu, and/or that they were safe and effective as consumer medication.

148. The representations about Oxbryta, as set forth herein, contained or constituted affirmations of fact or promises made by the seller to the buyer, which related to the goods and became part of the basis of the bargain, creating an express warranty that the goods would conform to the representations.

149. Pfizer Defendants placed Oxbryta products into the stream of commerce for sale and recommended its use to consumers and the public without adequately warning of the true risks of developing the injuries associated with the use of Oxbryta.

150. Pfizer Defendants breached these warranties because, among other things, Oxbryta products were defective, dangerous, and unfit for use, did not contain labels representing the true and adequate nature of the risks associated with its use, and were not merchantable or safe for its intended, ordinary, and foreseeable use and purpose. Specifically, Pfizer Defendants breached the warranties in the following ways:

a. Pfizer Defendants represented through their labeling, advertising, and marketing materials that Oxbryta products were safe, and intentionally withheld and concealed information about the risks of serious injury associated with use of Oxbryta and by expressly limiting the risks associated with use within its warnings and labels; and

b. Pfizer Defendants represented that Oxbryta products were safe for use and intentionally concealed information that demonstrated that Oxbryta could lead to higher risks of VOCs and death.

151. Mr. Madu detrimentally relied on the express warranties and representations of Pfizer Defendants concerning the safety and/or risk profile of Oxbryta in deciding to purchase the

product. Plaintiff reasonably relied upon Pfizer Defendants to disclose known defects, risks, dangers, and side effects of Oxbryta.

152. Mr. Madu would not have purchased or used Oxbryta had Pfizer Defendants properly disclosed the risks associated with the product, either through advertising, labeling, or any other form of disclosure.

153. Pfizer Defendants had sole access to material facts concerning the nature of the risks associated with their Oxbryta products, as expressly stated within its warnings and labels, and knew that consumers and users such as Mr. Madu could not have reasonably discovered that the risks expressly included in Oxbryta warnings and labels were inadequate and inaccurate.

154. Mr. Madu had no knowledge of the falsity or incompleteness of Pfizer Defendants' statements and representations concerning Oxbryta.

155. Mr. Madu used and/or was exposed to Oxbryta as researched, developed, designed, tested, manufactured, inspected, labeled, distributed, packaged, marketed, promoted, sold, or otherwise released into the stream of commerce by Pfizer Defendants.

156. Had the warnings, labels, advertisements, or promotional material for Oxbryta products accurately and adequately set forth the true risks associated with the use of such products, including Mr. Madu's injuries, rather than expressly excluding such information and warranting that the products were safe for its intended use, Mr. Madu could have avoided the injuries complained of herein.

157. As a direct and proximate result of Pfizer Defendants' breach of express warranty, Mr. Madu suffered injuries, including sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death and thus Plaintiff has sustained pecuniary loss resulting and general damages in a sum exceeding the jurisdictional minimum of this Court.

158. As a proximate result of Pfizer Defendants' breach of express warranty, as alleged herein, there was a measurable and significant interval of time during which Mr. Madu suffered great mental anguish and other personal injuries and damages.

159. As a proximate result of Pfizer Defendants' breach of express warranty, as alleged herein, Plaintiff sustained a loss of income and/or loss of earning capacity.

160. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory, punitive damages, and special damages, including loss of future earning capacity, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper.

COUNT VI:

BREACH OF IMPLIED WARRANTIES

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

161. Plaintiff incorporates by reference every allegation set forth in preceding paragraphs as if fully stated herein.

162. At all relevant times, GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and/or promoting Oxbryta products, which were and are defective and unreasonably dangerous to consumers, including Plaintiff, thereby placing Oxbryta products into the stream of commerce.

163. Before the time Mr. Madu used Oxbryta products, Pfizer Defendants impliedly warranted to their consumers, including Mr. Madu, that Oxbryta products were of merchantable

quality and safe and fit for the use for which they were intended; specifically, as consumer medication.

164. But Pfizer Defendants failed to disclose that Oxbryta has dangerous propensities when used as intended and that use of Oxbryta products carries an increased risk of developing severe injuries, including Mr. Madu's injuries.

165. Mr. Madu was an intended beneficiary of the implied warranties made by Pfizer Defendants to purchasers of their Oxbryta products.

166. The Oxbryta products were expected to reach and did in fact reach consumers and users, including Mr. Madu, without substantial change in the condition in which they were manufactured and sold by Pfizer Defendants.

167. At all relevant times, Pfizer Defendants were aware that consumers and users of their products, including Mr. Madu, would use Oxbryta products as marketed by Pfizer Defendants, which is to say that Mr. Madu was a foreseeable user of Oxbryta.

168. Pfizer Defendants intended that Oxbryta products be used in the manner in which Mr. Madu, in fact, used them and which Pfizer Defendants impliedly warranted to be of merchantable quality, safe, and fit for this use, even though Oxbryta was not adequately tested or researched.

169. In reliance upon Pfizer Defendants' implied warranty, Mr. Madu used Oxbryta as instructed and labeled and in the foreseeable manner intended, recommended, promoted, and marketed by Pfizer Defendants.

170. Mr. Madu could not have reasonably discovered or known of the risks of serious injury associated with Oxbryta.

171. Pfizer Defendants breached their implied warranty to Mr. Madu in that Oxbryta products were not of merchantable quality, safe, or fit for its intended use, or adequately tested.

172. Oxbryta has dangerous propensities when used as intended and can cause serious injuries, including those injuries complained of herein.

173. The harm caused by Pfizer Defendants' Oxbryta products far outweighed its benefit, rendering the products more dangerous than an ordinary consumer or user would expect and more dangerous than alternative products.

174. As a direct and proximate result of Pfizer Defendants' breach of implied warranty, Mr. Madu suffered injuries, including sickle cell crisis, acute chest syndrome with hypoxia, fever, pain, suffering, emotional anguish, and untimely death and thus Plaintiff has sustained pecuniary loss resulting and general damages in a sum exceeding the jurisdictional minimum of this Court.

175. As a proximate result of Pfizer Defendants' breach of implied warranty, as alleged herein, there was a measurable and significant interval of time during which Mr. Madu suffered great mental anguish and other personal injuries and damages.

176. As a proximate result of Pfizer Defendants' breach of implied warranty, as alleged herein, Plaintiff sustained a loss of income and/or loss of earning capacity.

177. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory, punitive damages, and special damages, including loss of future earning capacity, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT VII:

UNJUST ENRICHMENT

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

178. Plaintiff incorporates by reference every allegation set forth in preceding paragraphs as if fully stated herein.

179. At all relevant times, GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") designed, manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold, or otherwise released Oxbryta products into the stream of commerce, and therefore owed a duty of reasonable care to avoid causing harm to those that consumed it, including Mr. Madu.

180. Pfizer Defendants were unjustly enriched as a result of their wrongful conduct, including through the false and misleading marketing, promotions, and advertisements that omitted disclosure that the products presented an unreasonable risk of substantial bodily injury resulting from its use.

181. Pfizer Defendants appreciated, recognized, and chose to accept the monetary benefits Mr. Madu conferred onto Pfizer Defendants at Mr. Madu's detriment. These benefits were the expected result of Pfizer Defendants acting in their pecuniary interests at the expense of Mr. Madu.

182. There is no justification for Pfizer Defendants' enrichment. It would be inequitable, unconscionable, and unjust for Pfizer Defendants to be permitted to retain these benefits because the benefits were procured as a result of their wrongful conduct.

183. Pfizer Defendants wrongfully obfuscated the harm caused by their Oxbryta products. Thus, Mr. Madu, who mistakenly enriched Pfizer Defendants by relying on Pfizer Defendants' misrepresentations of product safety, could not and did not know the effect that using Oxbryta products would have on Mr. Madu's health.

184. Plaintiff is entitled to restitution of the benefits Pfizer Defendants unjustly retained and/or any amounts necessary to return Plaintiff to the position she occupied prior to dealing with Pfizer Defendants. Plaintiff would expect compensation from Pfizer Defendants' unjust enrichment stemming from their wrongful actions.

185. WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in Plaintiff's favor and against Pfizer Defendants for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper.

COUNT VIII:

FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS & PROFESSIONS CODE §17200, *et seq.*

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

186. Plaintiff incorporates by reference every allegation set forth in preceding paragraphs as if fully stated herein..

187. This cause of action is brought pursuant to Business and Professions Code §17200, *et seq.*

188. In the advertising of the Oxbryta Products, GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") made false and misleading statements and material omissions including, as set forth above, the representation that its Oxbryta products would lead to "less sickling" by "address[ing] sickling at its source."

189. Pfizer Defendants are aware that the claims that it makes about their Oxbryta products are false, misleading, and unsubstantiated.

190. As alleged in the preceding paragraphs, Pfizer Defendants' misrepresentations and omissions of the material facts detailed above constitute an unfair and fraudulent business practice within the meaning of California Business & Professions Code §17200.

191. In addition, Pfizer Defendants' use of various forms of advertising media to advertise, call attention to or give publicity to the sale of goods or merchandise, which are not as represented in any manner, constitute unfair, deceptive, untrue or misleading advertising, unfair

competition, and an unlawful business practice within the meaning of Business & Professions Code §§17531 and 17200, which advertisements have deceived and are likely to deceive the consuming public, in violation of Business & Professions Code §17500.

192. There were reasonably available alternatives to further Pfizer Defendants' legitimate business interests, other than the conduct described herein.

193. All of the conduct alleged herein occurs and continues to occur in Pfizer Defendants' business. Pfizer Defendants' wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

194. Pursuant to Business & Professions Code §§17203 and 17535, Plaintiff seeks an order requiring Pfizer Defendants to disclose such misrepresentations and additionally seeks an order awarding Plaintiff restitution of the money Pfizer Defendants wrongfully acquired by means of responsibility attached to Pfizer Defendants' failure to disclose the existence and significance of said misrepresentations.

195. Thus, Plaintiff has suffered and will continue to suffer injuries and damages for which she is entitled to recovery, including but not limited to compensatory damages, consequential damages, interest, costs, and attorneys' fees.

COUNT IX:

FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS & PROFESSIONS CODE §17500, *et seq.*

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

196. Plaintiff incorporates by reference every allegation set forth in preceding paragraphs as if fully stated herein.

197. This cause of action is brought pursuant to Business and Professions Code §17500, et seq. (the "FAL"). The FAL prohibits the dissemination of any advertisement which is untrue or

misleading, and which is known, or which by exercise of reasonable care should be known, to be untrue or misleading. Cal. Bus. & Prof. Code §17500.

198. In its advertising of Oxbryta products, GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants") made false and misleading statements. Specifically, as set forth above, Pfizer Defendants labeled its products as safe and effective for the treatment of SCD.

199. In fact, the Oxbryta products injurious to consumers. Pfizer Defendants are aware that its claims regarding the Oxbryta products are false, misleading, and unsubstantiated.

200. As alleged in the preceding paragraphs, the Pfizer Defendants' misrepresentations of the material facts detailed above constitute an unfair and fraudulent business practice within the meaning of the FAL.

201. In addition, Pfizer Defendants' use of various forms of advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise, which are not as represented in any manner, constitutes unfair, deceptive, untrue or misleading advertising, unfair competition, and an unlawful business practice within the meaning of Business & Professions Code §§ 17531 and 17200, which advertisements have deceived and are likely to deceive the consuming public, in violation of the FAL.

202. Pursuant to Business & Professions Code §§17203 and 17535, Plaintiff seeks an order requiring Pfizer Defendants to disclose such misrepresentations and additionally request an order awarding Plaintiff restitution of the money that Pfizer Defendants wrongfully acquired by means of responsibility attached to Pfizer Defendants' failure to disclose the existence and significance of said misrepresentations.

COUNT X:

VIOLATION OF CALIFORNIA CIVIL CODE §1750, et seq.

(Against Defendants GLOBAL BLOOD THERAPEUTICS, INC., a corporation, PFIZER, INC., a corporation, THE PFIZER INCUBATOR LLC, a limited liability company, and DOES 51 to 75, inclusive ("Pfizer Defendants"))

203. Plaintiff incorporates by reference every allegation set forth in preceding paragraphs as if fully stated herein.

204. This cause of action is brought pursuant to Civil Code §1750, et seq., the Consumers Legal Remedies Act.

205. Mr. Madu constituted a "consumer" within the meaning of Civil Code §1761(d).

206. Pfizer Defendants' sales of the Oxbryta products constitute "transactions" within the meaning of Civil Code §1761(e).

207. The Oxbryta products purchased by Mr. Madu constituted "goods" under Civil Code §1761(a).

208. The policies, acts, and practices heretofore described were intended to result in the sale of Oxbryta products to the consuming public and violated and continue to violate: (1) Section 1770(a)(5) of the Act which prohibits, inter alia, "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;" (2) Section 1770(a)(7) of the Act, which prohibits, "[r]epresenting that goods or services are of a particular standard, quality, grade, or that goods are of a particular style or model , if they are of another;" (3) Section 1770(a)(9), which prohibits, '[a]advertising goods or services with intent not to sell them as advertised" and section 1770(a)(14) which prohibits "representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve."

209. Pfizer Defendants fraudulently deceived Mr. Madu by representing that Oxbryta products have certain characteristics, benefits, uses and qualities which it does not have. In doing so, Pfizer Defendants intentionally misrepresented and concealed material facts from Mr. Madu, specifically and not limited to the fact that its Oxbryta products promote health and are fit for

consumption. Said misrepresentations and concealment were done with the intention of deceiving Mr. Madu and depriving him of his legal rights and money.

210. Pfizer Defendants knew that the Oxbryta products were contaminated and not safe for consumption.

211. Pfizer Defendants' actions as described hereinabove were done with conscious disregard of Mr. Madu's rights and Pfizer Defendants were wanton and malicious in their concealment of the same.

212. Plaintiff reserves the right to amend this complaint to include a request for damages under the CLRA after complying with California Civil Code §1782(a) within thirty days after the commencement of this action.

COUNT XI:

WRONGFUL DEATH

(Plaintiff Against all Defendants)

213. Plaintiff alleges and incorporates herein by reference each and every allegation contained in Counts I through X as though fully set forth herein.

214. Plaintiff's Decedent did not file any legal actions prior to his death.

215. Plaintiff, LAURA CHRISTINE MATTELIANO-MADU, who is the wife of Nbubuisi Madu, was appointed Administratrix of the Estate of Nbubuisi Madu by the Superior Court of California, County of Alameda.

216. Plaintiff, LAURA CHRISTINE MATTELIANO-MADU, is the only surviving heir of Decedent Nbubuisi Madu. There are no other potential beneficiaries/heirs under C.C.P. § 377.60.

217. All Defendants contributed to and/or caused the death of Plaintiff's Decedent, Nbubuisi Madu, through the acts and omissions described in Counts I through X and throughout this Complaint.

218. On March 28, 2024, Decedent Nbubuisi Madu lost his life, after succumbing to the injuries he suffered due to all Defendants' acts and omissions.

219. Plaintiff prays for all damages caused by Mr. Madu's wrongful death, including damages for injuries suffered by Plaintiff and damages for injuries brought on behalf of Mr. Madu through a survivorship action. Plaintiff's injuries include the loss of Mr. Madu' love, companionship, comfort, care, assistance, protection, affection. society, moral support.

220. With respect to the survivorship action, the conduct of all Defendants and their agents and/or employees, as described above, was willful, malicious. oppressive, knowing, and/or intentional. Accordingly, Plaintiff seeks an award for punitive and exemplary damages in an amount according to proof for damages caused by defendants.

221. A California Code of Civil Procedure Section 364 letter was forwarded to the respective Defendants on March 26, 2025

222. WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.

JURY DEMAND

Plaintiff hereby demands a jury trial in this action.

PRAYER

WHEREFORE, Plaintiff prays for relief as follows **FOR ALL CAUSES OF ACTION:**

1. For past, present and future general damages in an amount to be determined at trial;

2. For past, present and future special damages, including but not limited to past, present and future lost earnings, economic damages and others, in an amount to be determined at trial;

3. Any appropriate punitive or exemplary damages;

4. Any appropriate statutory damages;

5. For costs of suit;

6. For interest as allowed by law;

7. For attorney's fees and costs as applicable;

8. For treble damages as applicable;

9. For such other and further relief as the court may deem proper.

DATED: March 27, 2025

LAW OFFICES OF JEFFREY C. BOGERT

By: _____
JEFFREY C. BOGERT
Attorney for Plaintiff