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TONY R. MOORE, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE: ACTOS® (PIOGLITAZONE)
PRODUCTS LIABILITY LITIGATION

MDL No. 6:11-md-2299

JUDGE DOHERTY

MAGISTRATE JUDGE HANNA

This Document Applies To:
Allen et al. v. Takeda Pharmaceuticals North America, Inc. et al.
Case No. 6:12-cv-00064-RFD-PJH

JUDGMENT

The trial of this matter began on January 27, 2014 and proceeded to a jury verdict, which was issued on April 7, 2014. A copy of the Jury Verdict (Rec. Doc. 4109) is attached as Exhibit 1 hereto. New York law permits the parties to agree to the entry of a judgment for a lump sum payment in place of the rather complex rules providing for periodic payment of judgments for personal injury. *See* New York CPLR 4545; New York CPLR Article 50-B. Pursuant to their right to negotiate the form and substance of the judgment on compensatory damages, the parties have entered into a Compensatory Damages Stipulation, a copy of which (Rec. Doc. 4329) is attached as Exhibit 2 hereto.

Considering the Jury Verdict, the law and argument, and pursuant to the Compensatory Damages Stipulation reached by the parties,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Defendants herein, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals U.S.A., Inc. (f/k/a Takeda Pharmaceuticals North America, Inc.), Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals LLC, Takeda Global Research and Development Center, Inc., Takeda California, Inc. (f/k/a Takeda San Diego Inc.), and Eli Lilly and Company, shall be and are liable

to Terrence Allen for the sum of $945,000.00 in compensatory damages. Liability for this sum is allocated as follows: 75% of the liability shall be borne by the Takeda Defendants collectively (*i.e.*, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals U.S.A., Inc. (f/k/a Takeda Pharmaceuticals North America, Inc.), Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals LLC, Takeda Global Research and Development Center, Inc., Takeda California, Inc. (f/k/a Takeda San Diego Inc.)), and 25% of the liability shall be borne by Eli Lilly and Company. Pursuant to New York law, judicial interest in the amount of 9% per annum shall apply to this sum for the period of time beginning April 7, 2014 through the entry of this Judgment. Pursuant to federal law, judicial interest in the amount of .11% per annum shall apply to this sum for the period of time beginning on the date of the entry of this Judgment.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants herein, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals U.S.A., Inc. (f/k/a Takeda Pharmaceuticals North America, Inc.), Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals LLC, Takeda Global Research and Development Center, Inc., Takeda California, Inc. (f/k/a Takeda San Diego Inc.)), and Eli Lilly and Company, shall be and are liable to Susan Allen for the sum of $325,000.00 in compensatory damages. Liability for this sum is allocated as follows: 75% of the liability shall be borne by the Takeda Defendants collectively (*i.e.*, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals U.S.A., Inc. (f/k/a Takeda Pharmaceuticals North America, Inc.), Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals LLC, Takeda Global Research and Development Center, Inc., Takeda California, Inc. (f/k/a Takeda San Diego Inc.), and 25% of the liability shall be borne by Eli Lilly and Company. Pursuant to New York law, judicial interest in the amount of 9% per annum shall apply to this sum for the period of time beginning April 7, 2014 through the entry of

this Judgment. Pursuant to federal law, judicial interest in the amount of .11% per annum shall apply to this sum for the period of time beginning on the date of the entry of this Judgment.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants herein, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals U.S.A., Inc. (f/k/a Takeda Pharmaceuticals North America, Inc.), Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals LLC, Takeda Global Research and Development Center, Inc., and Takeda California, Inc. (f/k/a Takeda San Diego Inc.), shall be and are liable to Terrence Allen and Susan Allen for the sum of $6,000,000,000.00 in punitive damages. Judicial interest in the amount of .11% per annum shall apply to this sum for the period of time beginning on the date of the entry of this Judgment.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant herein, Eli Lilly and Company shall be and is liable to Terrence Allen and Susan Allen for the sum of $3,000,000,000.00 in punitive damages. Judicial interest in the amount of .11% per annum shall apply to this sum for the period of time beginning on the date of the entry of this Judgment.

THUS DONE AND SIGNED in Lafayette, Louisiana, this 3 day of September, 2014.

REBECCA F. DOHERTY
UNITED STATES DISTRICT JUDGE

RECEIVED
APR - 7 2014
TONY R. MOORE, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA

TERRENCE ALLEN and SUSAN ALLEN,

Plaintiffs,

versus

TAKEDA PHARMACEUTICALS INTERNATIONAL, INC., TAKEDA PHARMACEUTICALS U.S.A., INC. (f/k/a TAKEDA PHARMACEUTICALS NORTH AMERICA, INC.), TAKEDA PHARMACEUTICAL COMPANY LIMITED, TAKEDA PHARMACEUTICALS LLC, TAKEDA GLOBAL RESEARCH AND DEVELOPMENT CENTER, INC., TAKEDA CALIFORNIA, INC. (f/k/a TAKEDA SAN DIEGO INC.), and ELI LILLY AND COMPANY

Defendants.

CIVIL ACTION NO.

6:12-cv-0064-RFD-PJH

JURY VERDICT

Exhibit 1

PART I

1st CLAIM AGAINST *TAKEDA*:

NEGLIGENT FAILURE TO WARN

Plaintiffs must prove their negligent failure to warn claim by a preponderance of the evidence.

I. Did Takeda fail to adequately warn of a potential danger of bladder cancer associated with taking Actos about which Takeda knew or should have known with the exercise of reasonable care?

Yes ✓

No _____

*If you answered **YES** to the above question, please proceed to Question II below.*

*If you answered **NO** to the above question, please proceed directly to Number III below.*

II. Was Takeda's failure to warn a substantial factor in Terrence Allen's doctors' decisions to prescribe Actos for Terrence Allen?

Yes ✓

No _____

Please proceed to Number III below.

III. If you answered "No" to either of the questions on this page, please check the box below.

☐

Please proceed to the NEXT PAGE.

1st CLAIM AGAINST *ELI LILLY*:

NEGLIGENT FAILURE TO WARN

Plaintiffs must prove their negligent failure to warn claim by a preponderance of the evidence.

I. Did Eli Lilly fail to adequately warn of a potential danger of bladder cancer associated with taking Actos about which Eli Lilly knew or should have known with the exercise of reasonable care?

Yes ✓

No _____

*If you answered **YES** to the above question, please proceed to Question II below.*

*If you answered **NO** to the above question, please proceed directly to Number III below.*

II. Was Eli Lilly's failure to warn a substantial factor in Terrence Allen's doctors' decisions to prescribe Actos for Terrence Allen?

Yes ✓

No _____

Please proceed to Number III below.

III. If you answered "No" to either of the questions on this page, please check the box below.

☐

Please proceed to the NEXT PAGE.

2nd CLAIM AGAINST *TAKEDA*:

NEGLIGENT MARKETING

Plaintiffs must prove their negligent marketing claim by a preponderance of the evidence.

I. Was Takeda negligent in marketing Actos to Terrence Allen's doctors?

Yes ✓

No _____

*If you answered **YES** to the above question, please proceed to Question II below.*

*If you answered **NO** to the above question, please proceed directly to Number III below.*

II. Was Takeda's negligent marketing a substantial factor in Terrence Allen's doctors' decisions to prescribe Actos to Terrence Allen?

Yes ✓

No _____

Please proceed to Number III below.

III. If you answered "No" to either of the questions on this page, please check the box below.

☐

Please proceed to the NEXT PAGE.

2nd CLAIM AGAINST *ELI LILLY*:

NEGLIGENT MARKETING

Plaintiffs must prove their negligent marketing claim by a preponderance of the evidence.

I. Was Eli Lilly negligent in marketing Actos to Terrence Allen's doctors?

Yes ✓

No _____

*If you answered **YES** to the above question, please proceed to Question II below.*

*If you answered **NO** to the above question, please proceed directly to Number III below.*

II. Was Eli Lilly's negligent marketing a substantial factor in Terrence Allen's doctors' decisions to prescribe Actos to Terrence Allen?

Yes ✓

No _____

Please proceed to Number III below.

III. If you answered "No" to either of the questions on this page, please check the box below.

☐

Please proceed to the NEXT PAGE.

MEDICAL CAUSATION

Plaintiffs must prove medical causation by a preponderance of the evidence.

I. Was Terrence Allen's taking Actos a substantial factor in causing his bladder cancer?

Yes ✓

No _____

If you answered YES to the above question, please proceed to the NEXT PAGE.

If you answered NO to the above question, please STOP, DO NOT ANSWER ANY FURTHER QUESTIONS.
Please proceed directly to Page 11.

3rd CLAIM AGAINST TAKEDA:

BREACH OF IMPLIED WARRANTY

Plaintiffs must prove their breach of implied warranty claim by a preponderance of the evidence.

I. Did Takeda breach its implied warranty of merchantability because Actos was not minimally fit for its ordinary and intended purpose/use?

Yes ✓

No _____

*If you answered **YES** to the above question, please proceed to Question II below.*

*If you answered **NO** to the above question, please directly proceed to Number III below.*

II. Was Takeda's breach of its implied warranty of merchantability a substantial factor in Terrence Allen's taking Actos?

Yes ✓

No _____

Please proceed to Number III below.

III. If you answered **NO** to either of the above questions, please check the box below.

☐

Please proceed directly to the NEXT PAGE.

INSTRUCTIONS

If you checked the boxes on Page 3 and Page 4 and Page 5 and Page 6 and Page 8 then STOP, DO NOT ANSWER ANY FURTHER QUESTIONS. Rather, please proceed directly to Page 11.

Otherwise, please continue to Question I below.

LOSS OF CONSORTIUM

I. Has Susan Allen proven by a preponderance of the evidence that she has suffered a loss of consortium?

Yes ✓

No _____

Please proceed to the NEXT PAGE.

PUNITIVE CONDUCT

I. *If you checked the boxes on Pages 3, 5, and 8, please* ***SKIP*** *this question and go directly to Question II below. Otherwise, please answer.*

Do you find, by a preponderance of the evidence, that Takeda acted with wanton and reckless disregard of the effects of its actions, as defined in the instructions you have been given?

Yes ✓

No _____

Please proceed to Question II below.

II. *If you checked the boxes on Pages 4 and 6, please* ***SKIP*** *this question and go directly to the NEXT PAGE. Otherwise, please answer.*

Do you find, by a preponderance of the evidence, that Eli Lilly acted with wanton and reckless disregard of the effects of its actions, as defined in the instructions you have been given?

Yes ✓

No _____

Please proceed to the NEXT PAGE.

Please have the foreperson affix his or her signature to the line below, and date this form. Please hand Part I of the Jury Verdict to the Court Security Officer and await further instructions from the Court.

REDACTED

FOREPERSON

4-7-14

DATE

PART II

DAMAGES FOR TERRENCE ALLEN

We do hereby award the following damages to Terrence Allen:

I. Past compensatory damages

State separately the amount, if any, you award for the following items of damages, *up to the present date*:

a.	Past pain and suffering up until today	$ 75,000
b.	Past medical expenses up until today	$ 75,000
	Total	$ 150,000

If you decide not to make an award as to any, or all, of the above items, please insert a "0" as to that/those item(s).

Please proceed to the NEXT PAGE.

II. Future compensatory damages

State separately the amount, if any, you award for the following items of damages *as to the future*. For each item of damages you award, please also state the number of years for which the award is intended to provide compensation. (Merely to assist you in determining the issue of how many years you find an award should cover, you have been informed of Terrence Allen's anticipated life expectancy.)

a.	Future pain and suffering	$ 500,000	20 years
b.	Future medical expenses	$ 500,000	20 years
	Total	$ 1,000,000	

If you decide not to make an award as to any or all of the above items, please insert "0" as to each such item.

Please proceed to the NEXT PAGE.

LOSS OF CONSORTIUM FOR SUSAN ALLEN

State the amount, if any, you award for loss of consortium *up to the present date* ***separately*** from the amount, if any, you award for loss of consortium you find *as to the future*. If you award damages for future loss of consortium, please also state the number of years for which the award is intended to provide compensation.

I. Loss of Consortium

Please state the amount of compensatory damages, if any, you award to Susan Allen for the loss of companionship, affection, and assistance of Terrence Allen:

a.	Past loss of consortium	$ 75,000
b.	Future loss of consortium	$ 250,000 20 years
	Total	$ 325,000

Please proceed to the NEXT PAGE.

ALLOCATION OF LIABILITY

I. You have found against both Takeda and Eli Lilly on the Plaintiffs' claims. You must now allocate that liability between the two companies.

Takeda	75 %
Eli Lilly	25 %
TOTAL	100 %

(The total percentage of fault must equal 100%.)

Please proceed to the NEXT PAGE.

Please have the foreperson affix his or her signature to the line below, and date this form.

Please hand Part II of the Jury Verdict to the Court Security Officer.

REDACTED

FOREPERSON

4-7-14

DATE

PART III

PUNITIVE DAMAGES

I. What amount, if any, do you award in Punitive Damages as to each of the Defendants?

Takeda $ 6,000,000,000.00

Eli Lilly and Company $ 3,000,000,000.00

Please proceed to the NEXT PAGE.

Please have the foreperson affix his or her signature to the line below, and date this form.

Please hand Part III of the Jury Verdict to the Court Security Officer.

REDACTED

FOREPERSON

4-7-14

DATE

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

IN RE ACTOS (PIOGLITAZONE) PRODUCTS LIABILITY LITIGATION THIS DOCUMENT APPLIES TO: *Allen et al. v. Takeda Pharmaceuticals North America Inc.et al.*; Case No. 6:12-cv-00064-RFD-PJH	MDL NO. 6:11-md-2299 JUDGE DOHERTY MAGISTRATE JUDGE HANNA

COMPENSATORY DAMAGES STIPULATION

WHEREAS, the parties are desirous of resolving by agreement the issues implicated by and the requirements of New York CPLR 4545 and New York CPLR Article 50-B.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys, representing the respective parties, that the amount of the compensatory damages is agreed to be the sum of $945,000.00 for plaintiff Terrence Allen and the sum of $325,000.00 for plaintiff Susan Allen, and it is

FURTHER STIPULATED AND AGREED that if the court enters a judgment, the parties agree that the amount of the compensatory damages in the judgment shall be in the amounts stated above, and it is

FURTHER STIPULATED AND AGREED that if the judgment is affirmed, the parties agree that the amount of the compensatory damages, together with any applicable interest on the compensatory damages, in the judgment shall be paid to the plaintiffs in a lump sum, and it is

FURTHER STIPULATED AND AGREED that these amounts are not payable, until the parties have had the opportunity to exhaust all appellate rights (including attempt to obtain and/or review by the Supreme Court) on any and all issues for which such rights were preserved in the within case, and it is

FURTHER STIPULATED AND AGREED that the defendants herein are not responsible for the resolution or payment of any liens of any kind regarding the plaintiff Terrence Allen's past or future medical care or treatment, and it is

Exhibit 2

FURTHER STIPULATED AND AGREED that all other substantive and procedural rights and claims of the parties with respect to the trial, verdict, damages, judgment, and other orders and rulings in the within case, including without limitation all arguments that defendants are not liable to plaintiffs for any compensatory damages, are preserved.

Dated: June 19, 2014

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