

PCM

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

TERRENCE ALLEN and SUSAN ALLEN,

CIVIL ACTION NO.

Plaintiffs,

6:12-cv-0064-RFD-PJH

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.

JURY VERDICT

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.

FOREPERSON

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	\$ <u>75,000</u>
b.	Past medical expenses up until today	\$ <u>75,000</u>
	Total	\$ <u>150,000</u>

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	\$ <u>500,000</u>	<u>20</u> years
b.	Future medical expenses	\$ <u>500,000</u>	<u>20</u> years
	Total	\$ <u>1,000,000</u>	

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	\$ <u>75,000</u>	
b.	Future loss of consortium	\$ <u>250,000</u>	<u>20</u> years
	Total	\$ <u>325,000</u>	x

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	<u>75</u> %
Eli Lilly	<u>25</u> %
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.

FOREPERSON

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

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

Please proceed to the NEXT PAGE.