

EXHIBIT A

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7

8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10
11 THIS DOCUMENT APPLIES TO
12 ALL CLAIMS MADE BY ALL
13 PLAINTIFFS IN MDL NO. 2452
AGAINST AMYLIN
PHARMACEUTICALS, LLC

14 Plaintiffs,

15 v.

16 MERCK SHARP & DOHME CORP.;
17 NOVO NORDISK INC.; AMYLIN
PHARMACEUTICALS, LLC; ELI
LILLY AND COMPANY; ANY
18 OTHER NAMED DEFENDANT; and
DOES 1-100,

19 Defendants.
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Case No. 13-MD-02452-AJB-MDD

In Re: Incretin-Based Therapies
Products Liability Litigation

MDL NO. 2452

**AMYLIN PHARMACEUTICALS,
LLC'S ANSWER TO MASTER
COMPLAINT FOR DAMAGES;
DEMAND FOR JURY TRIAL**

Judge: Hon. Anthony J. Battaglia
Magistrate: Hon. Mitchell D. Dembin
Courtroom: 3B

1 Specifically reserving and not waiving all available defenses, Defendant
2 Amylin Pharmaceuticals, LLC (“Amylin”) hereby answers the Master Complaint
3 (“Plaintiff’s Master Complaint”), filed by Plaintiff, as follows:

4 **GENERAL DENIAL**

5 Except as expressly addressed below, Amylin denies each and every
6 allegation in the Master Complaint (including, without limitation, any allegations
7 contained in the preamble or headings or subheadings of the Master Complaint) and
8 specifically denies any liability to Plaintiff. Amylin expressly reserves the right to
9 seek to amend and/or supplement this Answer as may be necessary.

10 Amylin hereby denies any and all additional Causes of Action or factual
11 allegations asserted by any individual Plaintiffs through use of the Short Form
12 Complaint for Damages (Doc. No. 207). Amylin reserves the right to seek
13 dismissal of any case adopting the Master Complaint that is inconsistent with the
14 terms of the Court’s December 2, 2013 Order Governing Filing of Master
15 Consolidated Complaint, Short Form Complaint, and Master Consolidated
16 Answer(s) (Doc. No. 203), or for any other reason. Amylin lacks knowledge or
17 information sufficient to admit or deny any and all allegations directed to any other
18 defendant, including Novo Nordisk, Inc., Merck Sharp & Dohme Corp., or Eli Lilly
19 and Company, or concerning any product other than Byetta®. Insofar as the Master
20 Complaint alleges that Amylin has such knowledge, Amylin denies each and every
21 such allegation.

22 **RESPONSE TO SPECIFIC ALLEGATIONS**

23 In addition to and incorporating the above denial, Amylin further answers the
24 numbered Paragraphs in Plaintiff’s Master Complaint as follows:

25 **GENERAL ALLEGATIONS**

26 1. The allegations contained in Paragraph 1 consist of a statement of
27 Plaintiff’s legal position, to which no response is necessary. To the extent a
28 response is required, Amylin admits that, together with Lilly, it manufactured and

1 marketed Byetta® in the United States until November 30, 2011, when Lilly
2 transitioned these activities to Amylin. Amylin further admits that Byetta® is
3 designed to improve glycemic control in patients with type 2 diabetes mellitus and
4 that Byetta® is safe and effective when used in accordance with its FDA-approved
5 labeling. Amylin does not respond to Plaintiff's allegations pertaining to parties
6 other than Amylin and products other than Byetta®. To the extent a response is
7 required to Plaintiff's allegations pertaining to parties other than Amylin and
8 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
9 on that basis, denies all such allegations.

10 2. The allegations contained in Paragraph 2 consist of a statement of
11 Plaintiff's legal position, to which no response is necessary. To the extent a
12 response is required, Amylin denies every allegation in Paragraph 2. Amylin
13 specifically denies every allegation in Paragraph 2 in which Plaintiff claims that
14 Byetta® caused any Plaintiff's alleged injuries or that Byetta® is defective,
15 dangerous to human health, or lacked proper warnings. Amylin does not respond to
16 Plaintiff's allegations pertaining to parties other than Amylin and products other
17 than Byetta®. To the extent a response is required to Plaintiff's allegations
18 pertaining to parties other than Amylin and products other than Byetta®, Amylin
19 denies sufficient knowledge to respond and, on that basis, denies all such
20 allegations.

21 3. No response is necessary to Paragraph 3 as it contains no allegations
22 against Amylin. To the extent a response is required, Amylin lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations contained in
24 Paragraph 3, and, on that basis, denies the allegations. Amylin specifically denies
25 every allegation in Paragraph 3 in which Plaintiff claims that Byetta® caused any
26 of Plaintiff's alleged injuries.

27 4. The allegations contained in Paragraph 4 consist of legal conclusions
28 to which no response is required. To the extent a response is required, Amylin

1 admits only that, together with Lilly, it manufactured and marketed Byetta® in the
2 United States until November 30, 2011, when Lilly transitioned these activities to
3 Amylin. Amylin denies the remaining allegations contained in Paragraph 4.

4 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
5 Amylin and products other than Byetta®. To the extent a response is required to
6 Plaintiff's allegations pertaining to parties other than Amylin and products other
7 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
8 denies all such allegations.

9 5. The allegations contained in Paragraph 5 consist of legal conclusions
10 to which no response is required. To the extent a response is required, Amylin
11 admits only that, together with Lilly, it manufactured and marketed Byetta® in the
12 United States until November 30, 2011, when Lilly transitioned these activities to
13 Amylin. Amylin denies the remaining allegations contained in Paragraph 5.

14 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
15 Amylin and products other than Byetta®. To the extent a response is required to
16 Plaintiff's allegations pertaining to parties other than Amylin and products other
17 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
18 denies all such allegations.

19 6. Amylin denies every allegation contained in Paragraph 6 as it pertains
20 to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to parties
21 other than Amylin and products other than Byetta®. To the extent a response is
22 required to Plaintiff's allegations pertaining to parties other than Amylin and
23 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
24 on that basis, denies all such allegations.

25 7. Responding to Paragraph 7, Amylin admits only that, together with
26 Lilly, it manufactured and marketed Byetta® in the United States until November
27 30, 2011, when Lilly transitioned these activities to Amylin. Amylin denies the
28 remaining allegations contained in Paragraph 7. Amylin does not respond to

1 Plaintiff's allegations pertaining to parties other than Amylin and products other
2 than Byetta®. To the extent a response is required to Plaintiff's allegations
3 pertaining to parties other than Amylin and products other than Byetta®, Amylin
4 denies sufficient knowledge to respond and, on that basis, denies all such
5 allegations.

6 8. Responding to Paragraph 8, Amylin admits that it has lawfully
7 marketed Byetta® in California. Amylin denies the remaining allegations
8 contained in Paragraph 8. Amylin does not respond to Plaintiff's allegations
9 pertaining to parties other than Amylin and products other than Byetta®. To the
10 extent a response is required to Plaintiff's allegations pertaining to parties other
11 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
12 to respond and, on that basis, denies all such allegations.

13 9. Amylin denies every allegation contained in Paragraph 9 as it pertains
14 to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to parties
15 other than Amylin and products other than Byetta®. To the extent a response is
16 required to Plaintiff's allegations pertaining to parties other than Amylin and
17 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
18 on that basis, denies all such allegations.

19 JURISDICTION AND VENUE

20 10. The allegations contained in Paragraph 10 consist of legal conclusions
21 to which no response is required. Amylin further states that the allegations in the
22 Master Long Form Complaint are insufficient on their own to establish jurisdiction
23 under 28 U.S.C. § 1332. Plaintiff can only establish jurisdiction under 28 U.S.C.
24 § 1332 by pleading facts in a Short Form Complaint that show diversity of
25 citizenship.

26 11. Responding to Paragraph 11, Amylin admits that it has lawfully
27 marketed and sold Byetta® in California. Amylin further states that the allegations
28 in the Master Long Form Complaint are insufficient on their own to establish

1 personal jurisdiction over Amylin. Plaintiff can only establish personal jurisdiction
2 over Amylin by pleading sufficient case-specific facts in a Short Form Complaint.
3 Amylin denies the remaining allegations contained in Paragraph 11. Amylin does
4 not respond to Plaintiff's allegations pertaining to parties other than Amylin and
5 products other than Byetta®. To the extent a response is required to Plaintiff's
6 allegations pertaining to parties other than Amylin and products other than
7 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
8 all such allegations.

9 12. The allegations contained in Paragraph 12 consist of legal conclusions
10 to which no response is required. Amylin does not respond to Plaintiff's allegations
11 pertaining to parties other than Amylin and products other than Byetta®. To the
12 extent a response is required to Plaintiff's allegations pertaining to parties other
13 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
14 to respond and, on that basis, denies all such allegations.

15 13. The allegations contained in Paragraph 13 consist of legal conclusions
16 to which no response is required. Amylin further states that the allegations in the
17 Master Long Form Complaint are insufficient to establish where a substantial part
18 of the events giving rise to each Plaintiff's claims occurred. Amylin does not
19 respond to Plaintiff's allegations pertaining to parties other than Amylin and
20 products other than Byetta®. To the extent a response is required to Plaintiff's
21 allegations pertaining to parties other than Amylin and products other than
22 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
23 all such allegations.

24 14. The allegations contained in Paragraph 14 consist of legal conclusions
25 to which no response is required. Amylin further states that the allegations
26 contained in the Master Long Form Complaint are insufficient on their own to
27 establish jurisdiction under 28 U.S.C. § 1367. Plaintiff can only establish
28 jurisdiction under 28 U.S.C. § 1367 by pleading sufficient facts in a Short Form

1 Complaint to satisfy the requirements of 28 U.S.C. § 1367(a). Any asserted claim
2 of jurisdiction under 28 U.S.C. § 1367 would then be subject to the limits set forth
3 in 28 U.S.C. § 1367(b) and the Court's discretion under 28 U.S.C. § 1367(c).

4 15. The allegations contained in Paragraph 15 consist of legal conclusions
5 to which no response is required. Amylin further states that the allegations
6 contained in the Master Long Form Complaint are insufficient on their own to
7 establish a Plaintiff's entitlement to file under the direct filing order that this Court
8 entered in this MDL.

9 PLAINTIFF/INJURED PARTY GENERALLY

10 16. Amylin lacks knowledge or information sufficient to form a belief as
11 to the truth of the allegations contained in Paragraph 16, and on that basis, denies
12 the allegations. Amylin specifically denies any allegation in which a Plaintiff
13 claims that Byetta® caused any Plaintiff's alleged injuries. Amylin does not
14 respond to Plaintiff's allegations pertaining to parties other than Amylin and
15 products other than Byetta®. To the extent a response is required to Plaintiff's
16 allegations pertaining to parties other than Amylin and products other than
17 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
18 all such allegations.

19 17. Amylin lacks knowledge or information sufficient to form a belief as
20 to the truth of the allegations contained in Paragraph 17, and on that basis, denies
21 the allegations. Amylin specifically denies any allegation in which a Plaintiff's
22 claims that Byetta® caused any Plaintiff's alleged injuries. Amylin does not
23 respond to Plaintiff's allegations pertaining to parties other than Amylin and
24 products other than Byetta®. To the extent a response is required to Plaintiff's
25 allegations pertaining to parties other than Amylin and products other than
26 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
27 all such allegations.

28 18. Amylin denies every allegation contained in Paragraph 18 as it

1 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
2 parties other than Amylin and products other than Byetta®. To the extent a
3 response is required to Plaintiff's allegations pertaining to parties other than
4 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
5 respond and, on that basis, denies all such allegations.

6 19. Amylin denies every allegation contained in Paragraph 19 as it
7 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
8 parties other than Amylin and products other than Byetta®. To the extent a
9 response is required to Plaintiff's allegations pertaining to parties other than
10 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
11 respond and, on that basis, denies all such allegations.

12 20. Amylin denies every allegation contained in Paragraph 20 as it
13 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
14 parties other than Amylin and products other than Byetta®. To the extent a
15 response is required to Plaintiff's allegations pertaining to parties other than
16 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
17 respond and, on that basis, denies all such allegations.

18 21. Amylin denies every allegation contained in Paragraph 21 as it
19 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
20 parties other than Amylin and products other than Byetta®. To the extent a
21 response is required to Plaintiff's allegations pertaining to parties other than
22 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
23 respond and, on that basis, denies all such allegations.

24 22. Amylin denies every allegation contained in Paragraph 22 as it
25 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
26 parties other than Amylin and products other than Byetta®. To the extent a
27 response is required to Plaintiff's allegations pertaining to parties other than
28 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to

1 respond and, on that basis, denies all such allegations.

2 DEFENDANTS GENERALLY

3 23. No response is necessary to Paragraph 23 as it contains no allegations
4 against Amylin. To the extent a response is required, Amylin denies sufficient
5 knowledge to respond and, on that basis, denies each allegation in Paragraph 23.

6 24. No response is necessary to Paragraph 24 as it contains no allegations
7 against Amylin. To the extent a response is required, Amylin denies sufficient
8 knowledge to respond and, on that basis, denies each allegation in Paragraph 24.

9 25. Responding to Paragraph 25, Amylin admits that it is a limited liability
10 company and that it may be served through its registered agent: CT Corporation
11 System, 818 W. Seventh St., Los Angeles, CA 90017. Amylin denies the
12 remaining allegations contained in Paragraph 25.

13 26. No response is necessary to Paragraph 26 as it contains no allegations
14 against Amylin. To the extent a response is required, Amylin denies sufficient
15 knowledge to respond and, on that basis, denies each allegation in Paragraph 26.

16 GENERAL FACTUAL ALLEGATIONS

17 27. Amylin avers that the allegations contained in Paragraph 27 are a
18 statement of Plaintiff's legal position to which no response is required. To the
19 extent a response is required, Amylin denies every allegation contained in
20 Paragraph 27. Amylin specifically denies any allegation in which a Plaintiff claims
21 that Byetta® caused any Plaintiff's alleged injuries. Amylin does not respond to
22 Plaintiff's allegations pertaining to parties other than Amylin and products other
23 than Byetta®. To the extent a response is required to Plaintiff's allegations
24 pertaining to parties other than Amylin and products other than Byetta®, Amylin
25 denies sufficient knowledge to respond and, on that basis, denies all such
26 allegations.

27 28. As to the allegations contained in Paragraph 28, Amylin admits that,
28 together with Lilly, it manufactured and marketed Byetta® in the United States

1 until November 30, 2011, when Lilly transitioned these activities to Amylin.
2 Amylin further admits that, on April 28, 2005, the FDA approved Byetta® for
3 adjunctive therapy to improve glycemic control in patients with type 2 diabetes
4 mellitus who are taking metformin, a sulfonylurea, or a combination of metformin
5 and a sulfonylurea but have not achieved adequate glycemic control. Amylin
6 denies the remaining allegations contained in Paragraph 28. Amylin does not
7 respond to Plaintiff's allegations pertaining to parties other than Amylin and
8 products other than Byetta®. To the extent a response is required to Plaintiff's
9 allegations pertaining to parties other than Amylin and products other than
10 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
11 all such allegations.

12 29. Amylin avers that the document cited in Paragraph 29 speaks for itself.
13 Amylin denies any characterization of the document that is inconsistent with its
14 meaning when the document is read in its entirety.

15 30. Amylin admits the allegations contained in Paragraph 30.

16 31. Amylin avers that the documents cited in Paragraph 31 speak for
17 themselves. Amylin denies any characterization of the documents that is
18 inconsistent with their meaning when the documents are read in their entirety.

19 32. As to the allegations contained in Paragraph 32, Amylin admits that
20 Byetta® is a drug approved by the FDA to treat type 2 diabetes mellitus. Amylin
21 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
22 and products other than Byetta®. To the extent a response is required to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
25 all such allegations.

26 33. As to the allegations contained in Paragraph 33, Amylin admits that
27 Byetta® is a member of the drug class referred to as glucagon-like peptide-1 (GLP-
28 1) receptor agonists, which enhance glucose-dependent insulin secretion by the

1 pancreatic beta cells, suppress inappropriately elevated glucagon secretion, and
2 slow gastric emptying. The phrase “gut-derived hormones” is vague and Plaintiff
3 does not define it. Amylin therefore lacks sufficient knowledge to state whether
4 incretins are “gut-derived hormones” and, on that basis, denies that allegation.
5 Amylin does not respond to Plaintiff’s allegations pertaining to parties other than
6 Amylin and products other than Byetta®. To the extent a response is required to
7 Plaintiff’s allegations pertaining to parties other than Amylin and products other
8 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
9 denies all such allegations.

10 34. No response is necessary to Paragraph 34 as it contains no allegations
11 against Amylin. To the extent a response is required, Amylin denies sufficient
12 knowledge to respond and, on that basis, denies each allegation in Paragraph 34.

13 35. No response is necessary to Paragraph 35 as it contains no allegations
14 against Amylin. To the extent a response is required, Amylin denies sufficient
15 knowledge to respond and, on that basis, denies each allegation in Paragraph 35.
16 Amylin further specifically denies Plaintiff’s allegation that Amylin ever
17 “launched” or marketed Januvia in North America or elsewhere.

18 36. No response is necessary to Paragraph 36 as it contains no allegations
19 against Amylin. To the extent a response is required, Amylin denies sufficient
20 knowledge to respond and, on that basis, denies each allegation in Paragraph 36.

21 37. No response is necessary to Paragraph 37 as it contains no allegations
22 against Amylin. To the extent a response is required, Amylin denies sufficient
23 knowledge to respond and, on that basis, denies each allegation in Paragraph 37.
24 Amylin further specifically denies Plaintiff’s allegation that Amylin ever
25 “launched” or marketed Janumet in North America or elsewhere.

26 38. As to the allegations contained in Paragraph 38, Amylin admits that on
27 April 25, 2005, the FDA approved Byetta® for adjunctive therapy to improve
28 glycemic control in patients with type 2 diabetes mellitus who are taking

1 metformin, a sulfonyleurea, or a combination of metformin and a sulfonyleurea but
2 have not achieved adequate glycemic control, and that Byetta® is safe and effective
3 when used in accordance with its FDA-approved labeling. Amylin further admits
4 that Byetta® is a member of the drug class referred to as glucagon-like peptide-1
5 (GLP-1) receptor agonists, which enhance glucose-dependent insulin secretion by
6 the pancreatic beta cells, suppress inappropriately elevated glucagon secretion, and
7 slow gastric emptying. Amylin denies the remaining allegations contained in
8 Paragraph 38. Amylin does not respond to Plaintiff's allegations pertaining to
9 parties other than Amylin and products other than Byetta®. To the extent a
10 response is required to Plaintiff's allegations pertaining to parties other than
11 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
12 respond and, on that basis, denies all such allegations.

13 39. No response is necessary to Paragraph 39 as it contains no allegations
14 against Amylin. To the extent a response is required, Amylin denies sufficient
15 knowledge to respond and, on that basis, denies each allegation in Paragraph 39.

16 40. No response is necessary to Paragraph 40 as it contains no allegations
17 against Amylin. To the extent a response is required, Amylin denies sufficient
18 knowledge to respond and, on that basis, denies each allegation in Paragraph 40.

19 41. No response is necessary to Paragraph 41 as it contains no allegations
20 against Amylin. To the extent a response is required, Amylin denies sufficient
21 knowledge to respond and, on that basis, denies each allegation in Paragraph 41.

22 42. Amylin avers that the document referenced in Paragraph 42 speaks for
23 itself. Amylin denies any characterization of that document that is inconsistent with
24 its meaning when the document is read in its entirety. Amylin specifically denies
25 any allegation that Byetta® causes or has been proven to cause pancreatitis or
26 pancreatic cancer. Amylin does not respond to Plaintiff's allegations pertaining to
27 parties other than Amylin and products other than Byetta®. To the extent a
28 response is required to Plaintiff's allegations pertaining to parties other than

1 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
2 respond and, on that basis, denies all such allegations.

3 43. Amylin avers that the document referenced in Paragraph 43 speaks for
4 itself. Amylin denies any characterization of that document that is inconsistent with
5 its meaning when the document is read in its entirety. Amylin specifically denies
6 any allegation that Byetta® causes or has been proven to cause pancreatitis or
7 pancreatic cancer. Amylin does not respond to Plaintiff's allegations pertaining to
8 parties other than Amylin and products other than Byetta®. To the extent a
9 response is required to Plaintiff's allegations pertaining to parties other than
10 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
11 respond and, on that basis, denies all such allegations.

12 44. Amylin avers that the document referenced in Paragraph 44 speaks for
13 itself. Amylin denies any characterization of that document that is inconsistent with
14 its meaning when the document is read in its entirety. Amylin specifically denies
15 any allegation that Byetta® causes or has been proven to cause pancreatic cancer or
16 pancreatitis. Amylin does not respond to Plaintiff's allegations pertaining to parties
17 other than Amylin and products other than Byetta®. To the extent a response is
18 required to Plaintiff's allegations pertaining to parties other than Amylin and
19 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
20 on that basis, denies all such allegations.

21 45. Amylin avers that the document referenced in Paragraph 45 speaks for
22 itself. Amylin denies any characterization of that document that is inconsistent with
23 its meaning when the document is read in its entirety. Amylin specifically denies
24 any allegation that Byetta® causes or has been proven to cause pancreatic cancer,
25 thyroid cancer, or pancreatitis. Amylin does not respond to Plaintiff's allegations
26 pertaining to parties other than Amylin and products other than Byetta®. To the
27 extent a response is required to Plaintiff's allegations pertaining to parties other
28 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge

1 to respond and, on that basis, denies all such allegations.

2 46. Amylin avers that the document cited in Paragraph 46 speaks for itself.
3 Amylin denies any characterization of that document that is inconsistent with its
4 meaning when the document is read in its entirety. Amylin specifically denies any
5 allegation that Byetta® causes or has been proven to cause pancreatic cancer,
6 thyroid cancer, or pancreatitis. Amylin does not respond to Plaintiff's allegations
7 pertaining to parties other than Amylin and products other than Byetta®. To the
8 extent a response is required to Plaintiff's allegations pertaining to parties other
9 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
10 to respond and, on that basis, denies all such allegations.

11 47. Amylin avers that the document cited in Paragraph 47 speaks for itself.
12 Amylin denies any characterization of that document that is inconsistent with its
13 meaning when the document is read in its entirety. Amylin specifically denies that
14 Byetta® causes or has been proven to cause pancreatitis, pancreatic cancer, thyroid
15 cancer, or cancer in general. Amylin does not respond to Plaintiff's allegations
16 pertaining to parties other than Amylin and products other than Byetta®. To the
17 extent a response is required to Plaintiff's allegations pertaining to parties other
18 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
19 to respond and, on that basis, denies all such allegations.

20 48. Amylin avers that the document cited in Paragraph 48 speaks for itself.
21 Amylin denies any characterization of that document that is inconsistent with its
22 meaning when the document is read in its entirety. Amylin specifically denies that
23 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.
24 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
25 Amylin and products other than Byetta®. To the extent a response is required to
26 Plaintiff's allegations pertaining to parties other than Amylin and products other
27 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
28 denies all such allegations.

1 49. Amylin avers that document referenced in Paragraph 49 speaks for
2 itself. Amylin denies any characterization of that document that is inconsistent with
3 its meaning when the document is read in its entirety. Amylin specifically denies
4 any allegation that Byetta® causes or has been proven to cause pancreatic cancer or
5 pancreatitis. Amylin does not respond to Plaintiff's allegations pertaining to parties
6 other than Amylin and products other than Byetta®. To the extent a response is
7 required to Plaintiff's allegations pertaining to parties other than Amylin and
8 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
9 on that basis, denies all such allegations.

10 50. Amylin avers that the document cited in Paragraph 50 speaks for itself.
11 Amylin denies any characterization of that document that is inconsistent with its
12 meaning when the document is read in its entirety. Amylin specifically denies that
13 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
14 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
15 Amylin and products other than Byetta®. To the extent a response is required to
16 Plaintiff's allegations pertaining to parties other than Amylin and products other
17 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
18 denies all such allegations.

19 51. Amylin avers that the document cited in Paragraph 51 speaks for itself.
20 Amylin denies any characterization of that document that is inconsistent with its
21 meaning when the document is read in its entirety. Amylin specifically denies that
22 Byetta® causes or has been proven to cause pancreatitis, pancreatic cancer, or
23 cancer in general. Amylin does not respond to Plaintiff's allegations pertaining to
24 parties other than Amylin and products other than Byetta®. To the extent a
25 response is required to Plaintiff's allegations pertaining to parties other than
26 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
27 respond and, on that basis, denies all such allegations.

28 52. Amylin avers that the document cited in Paragraph 52 speaks for itself.

1 Amylin denies any characterization of that document that is inconsistent with its
2 meaning when the document is read in its entirety. Amylin denies the remaining
3 allegations contained in Paragraph 52, and specifically denies that Byetta® causes
4 or has been proven to cause pancreatic cancer or pancreatitis. Amylin does not
5 respond to Plaintiff's allegations pertaining to parties other than Amylin and
6 products other than Byetta®. To the extent a response is required to Plaintiff's
7 allegations pertaining to parties other than Amylin and products other than
8 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
9 all such allegations.

10 53. Amylin avers that the document cited in Paragraph 53 speaks for itself.
11 Amylin denies any characterization of that document that is inconsistent with its
12 meaning with the document is read in its entirety. Amylin specifically denies that
13 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.

14 54. Amylin avers that the document cited in Paragraph 54 speaks for itself.
15 Amylin denies any characterization of that document that is inconsistent with its
16 meaning when the document is read in its entirety. Amylin specifically denies that
17 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.

18 55. Amylin avers that document cited in Paragraph 55 speaks for itself.
19 Amylin denies any characterization of that document that is inconsistent with its
20 meaning when the document is read in its entirety. Amylin specifically denies that
21 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.
22 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
23 Amylin and products other than Byetta®. To the extent a response is required to
24 Plaintiff's allegations pertaining to parties other than Amylin and products other
25 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
26 denies all such allegations.

27 56. Amylin avers that the documents cited in Paragraph 56 speak for
28 themselves. Amylin denies any characterization of those documents that is

1 inconsistent with their meaning when the documents are read in their entirety.
2 Amylin specifically denies that Byetta® causes or has been proven to cause
3 pancreatitis or pancreatic cancer. Amylin does not respond to Plaintiff's allegations
4 pertaining to parties other than Amylin and products other than Byetta®. To the
5 extent a response is required to Plaintiff's allegations pertaining to parties other
6 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
7 to respond and, on that basis, denies all such allegations.

8 57. Amylin avers that the document cited in Paragraph 57 speaks for itself.
9 Amylin denies any characterization of that document that is inconsistent with its
10 meaning when the document is read in its entirety. Amylin specifically denies that
11 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.
12 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
13 Amylin and products other than Byetta®. To the extent a response is required to
14 Plaintiff's allegations pertaining to parties other than Amylin and products other
15 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
16 denies all such allegations.

17 58. Amylin avers that the document cited in Paragraph 58 speaks for itself.
18 Amylin denies any characterization of that document that is inconsistent with its
19 meaning when the document is read in its entirety. Amylin specifically denies that
20 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.

21 59. Amylin avers that the documents cited in Paragraph 59 speak for
22 themselves. Amylin denies any characterization of those documents that is
23 inconsistent with their meaning when the documents are read in their entirety.
24 Amylin specifically denies that Byetta® causes or has been proven to cause
25 pancreatitis or pancreatic cancer, or cancer in general. Amylin does not respond to
26 Plaintiff's allegations pertaining to parties other than Amylin and products other
27 than Byetta®. To the extent a response is required to Plaintiff's allegations
28 pertaining to parties other than Amylin and products other than Byetta®, Amylin

1 denies sufficient knowledge to respond and, on that basis, denies all such
2 allegations.

3 60. Amylin avers that the document cited in Paragraph 60 speaks for itself.
4 Amylin denies any characterization of that document that is inconsistent with its
5 meaning when the document is read in its entirety. Amylin specifically denies that
6 Byetta® causes or has been proven to cause pancreatic cancer or cancer in general
7 or to cause the disease to develop more quickly. Amylin does not respond to
8 Plaintiff's allegations pertaining to parties other than Amylin and products other
9 than Byetta®. To the extent a response is required to Plaintiff's allegations
10 pertaining to parties other than Amylin and products other than Byetta®, Amylin
11 denies sufficient knowledge to respond and, on that basis, denies all such
12 allegations.

13 61. No response is necessary to Paragraph 61 as it contains no allegations
14 against Amylin. To the extent a response is required to Plaintiff's allegations
15 pertaining to parties other than Amylin and products other than Byetta®, Amylin
16 denies sufficient knowledge to respond and, on that basis, denies all such
17 allegations. To the extent any further response is required, Amylin avers that the
18 document referenced in Paragraph 61 speaks for itself. Amylin denies any
19 characterization of that document that is inconsistent with its meaning when the
20 document is read in its entirety. Amylin specifically denies that Byetta® causes or
21 has been proven to cause pancreatic cancer or pancreatitis.

22 62. No response is necessary to Paragraph 62 as it contains no allegations
23 against Amylin. To the extent a response is required to Plaintiff's allegations
24 pertaining to parties other than Amylin and products other than Byetta®, Amylin
25 denies sufficient knowledge to respond and, on that basis, denies all such
26 allegations. To the extent any further response is required, Amylin avers that the
27 document referenced in Paragraph 62 speaks for itself. Amylin denies any
28 characterization of that document that is inconsistent with its meaning when the

1 document is read in its entirety. Amylin specifically denies that Byetta® causes or
2 has been proven to cause pancreatic cancer or pancreatitis.

3 63. Amylin avers that the document referenced in Paragraph 63 speaks for
4 itself. Amylin denies any characterization of that document that is inconsistent with
5 its meaning when the document is read in its entirety. Amylin specifically denies
6 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
7 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
8 Amylin and products other than Byetta®. To the extent a response is required to
9 Plaintiff's allegations pertaining to parties other than Amylin and products other
10 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
11 denies all such allegations.

12 64. Amylin avers that the document cited in Paragraph 64 speaks for itself.
13 Amylin denies any characterization of that document that is inconsistent with its
14 meaning when the document is read in its entirety. Amylin specifically denies that
15 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
16 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
17 Amylin and products other than Byetta®. To the extent a response is required to
18 Plaintiff's allegations pertaining to parties other than Amylin and products other
19 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
20 denies all such allegations.

21 65. Amylin avers that the document referenced in Paragraph 65 speaks for
22 itself. Amylin denies any characterization of that document that is inconsistent with
23 its meaning when the document is read in its entirety. Amylin specifically denies
24 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
25 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
26 Amylin and products other than Byetta®. To the extent a response is required to
27 Plaintiff's allegations pertaining to parties other than Amylin and products other
28 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,

1 denies all such allegations.

2 66. Amylin avers that the document referenced in Paragraph 66 speaks for
3 itself. Amylin denies any characterization of that document that is inconsistent with
4 its meaning when the document is read in its entirety. Amylin specifically denies
5 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
6 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
7 Amylin and products other than Byetta®. To the extent a response is required to
8 Plaintiff's allegations pertaining to parties other than Amylin and products other
9 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
10 denies all such allegations.

11 67. Amylin avers that the document cited in Paragraph 67 speaks for itself.
12 Amylin denies any characterization of that document that is inconsistent with its
13 meaning when the document is read in its entirety. Amylin specifically denies that
14 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
15 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
16 Amylin and products other than Byetta®. To the extent a response is required to
17 Plaintiff's allegations pertaining to parties other than Amylin and products other
18 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
19 denies all such allegations.

20 68. Amylin avers that the document referenced in Paragraph 68 speaks for
21 itself. Amylin denies any characterization of that document that is inconsistent with
22 its meaning when the document is read in its entirety. Amylin specifically denies
23 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
24 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
25 Amylin and products other than Byetta®. To the extent a response is required to
26 Plaintiff's allegations pertaining to parties other than Amylin and products other
27 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
28 denies all such allegations.

1 69. Amylin avers that the document cited in Paragraph 69 speaks for itself.
2 Amylin denies any characterization of that document that is inconsistent with its
3 meaning when the document is read in its entirety. Amylin specifically denies that
4 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
5 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
6 Amylin and products other than Byetta®. To the extent a response is required to
7 Plaintiff's allegations pertaining to parties other than Amylin and products other
8 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
9 denies all such allegations.

10 70. Amylin avers that the document cited in Paragraph 70 speaks for itself.
11 Amylin denies any characterization of that document that is inconsistent with its
12 meaning when the document is read in its entirety. Amylin specifically denies that
13 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
14 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
15 Amylin and products other than Byetta®. To the extent a response is required to
16 Plaintiff's allegations pertaining to parties other than Amylin and products other
17 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
18 denies all such allegations.

19 71. Amylin avers that the document referenced in Paragraph 71 speaks for
20 itself. Amylin denies any characterization of that document that is inconsistent with
21 its meaning when the document is read in its entirety. Amylin specifically denies
22 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
23 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
24 Amylin and products other than Byetta®. To the extent a response is required to
25 Plaintiff's allegations pertaining to parties other than Amylin and products other
26 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
27 denies all such allegations.

28 72. Amylin avers that the document cited in Paragraph 72 speaks for itself.

1 Amylin denies any characterization of that document that is inconsistent with its
2 meaning when the document is read in its entirety. Amylin specifically denies that
3 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
4 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
5 Amylin and products other than Byetta®. To the extent a response is required to
6 Plaintiff's allegations pertaining to parties other than Amylin and products other
7 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
8 denies all such allegations.

9 73. Amylin avers that the document referenced in Paragraph 73 speaks for
10 itself. Amylin denies any characterization of that document that is inconsistent with
11 its meaning when the document is read in its entirety. Amylin specifically denies
12 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
13 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
14 Amylin and products other than Byetta®. To the extent a response is required to
15 Plaintiff's allegations pertaining to parties other than Amylin and products other
16 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
17 denies all such allegations.

18 74. Amylin avers that the document referenced in Paragraph 74 speaks for
19 itself. Amylin denies any characterization of that document that is inconsistent with
20 its meaning when the document is read in its entirety. Amylin specifically denies
21 that Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
22 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
23 Amylin and products other than Byetta®. To the extent a response is required to
24 Plaintiff's allegations pertaining to parties other than Amylin and products other
25 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
26 denies all such allegations.

27 75. Amylin avers that the documents cited in Paragraph 75 speak for
28 themselves. Amylin denies any characterization of those document that is

1 inconsistent with their meaning when they are read in their entirety. Amylin
2 specifically denies that Byetta® causes or has been proven to cause pancreatic
3 cancer or pancreatitis. Amylin does not respond to Plaintiff's allegations pertaining
4 to parties other than Amylin and products other than Byetta®. To the extent a
5 response is required to Plaintiff's allegations pertaining to parties other than
6 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
7 respond and, on that basis, denies all such allegations.

8 76. Amylin avers that the documents cited in Paragraph 76 speak for
9 themselves. Amylin denies any characterization of those document that is
10 inconsistent with their meaning when they are read in their entirety. Amylin
11 specifically denies that Byetta® causes or has been proven to cause pancreatic
12 cancer or pancreatitis. Amylin does not respond to Plaintiff's allegations pertaining
13 to parties other than Amylin and products other than Byetta®. To the extent a
14 response is required to Plaintiff's allegations pertaining to parties other than
15 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
16 respond and, on that basis, denies all such allegations.

17 77. Amylin denies every allegation contained in Paragraph 77. Amylin
18 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
19 and products other than Byetta®. To the extent a response is required to Plaintiff's
20 allegations pertaining to parties other than Amylin and products other than
21 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
22 all such allegations.

23 78. Amylin avers that the document cited in Paragraph 78 speaks for itself.
24 Amylin denies any characterization of that document that is inconsistent with its
25 meaning when the document is read in its entirety. Amylin specifically denies that
26 Byetta® causes or has been proven to cause pancreatic cancer or pancreatitis.
27 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
28 Amylin and products other than Byetta®. To the extent a response is required to

1 Plaintiff's allegations pertaining to parties other than Amylin and products other
2 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
3 denies all such allegations.

4 79. Amylin denies every allegation contained in Paragraph 79. Amylin
5 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
6 and products other than Byetta®. To the extent a response is required to Plaintiff's
7 allegations pertaining to parties other than Amylin and products other than
8 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
9 all such allegations.

10 80. As to the allegations contained in Paragraph 80, Amylin avers that the
11 FDA-approved Byetta® package insert speaks for itself, and denies any
12 characterization of that document that is inconsistent with its meaning when the
13 document is read in its entirety. Amylin denies the remaining allegations contained
14 in Paragraph 80, and specifically denies that Byetta® causes or has been proven to
15 cause pancreatic cancer. Amylin does not respond to Plaintiff's allegations
16 pertaining to parties other than Amylin and products other than Byetta®. To the
17 extent a response is required to Plaintiff's allegations pertaining to parties other
18 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
19 to respond and, on that basis, denies all such allegations.

20 81. Amylin denies every allegation contained in Paragraph 81. Amylin
21 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
22 and products other than Byetta®. To the extent a response is required to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
25 all such allegations.

26 82. Amylin denies every allegation contained in Paragraph 82. Amylin
27 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
28 and products other than Byetta®. To the extent a response is required to Plaintiff's

1 allegations pertaining to parties other than Amylin and products other than
2 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
3 all such allegations.

4 83. As to the allegations contained in Paragraph 83, Amylin admits only
5 that Byetta® is safe and effective when used in accordance with its FDA-approved
6 labeling. Amylin denies the remaining allegations contained in Paragraph 83, and
7 specifically denies that Byetta® causes or has been proven to cause pancreatic
8 cancer. Amylin does not respond to Plaintiff's allegations pertaining to parties
9 other than Amylin and products other than Byetta®. To the extent a response is
10 required to Plaintiff's allegations pertaining to parties other than Amylin and
11 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
12 on that basis, denies all such allegations.

13 84. Amylin denies every allegation contained in Paragraph 84. Amylin
14 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
15 and products other than Byetta®. To the extent a response is required to Plaintiff's
16 allegations pertaining to parties other than Amylin and products other than
17 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
18 all such allegations.

19 85. As to the allegations contained in Paragraph 85, Amylin admits only
20 that, together with Lilly, it manufactured and marketed Byetta® in the United
21 States until November 30, 2011, when Lilly transitioned these activities to Amylin.
22 Amylin denies the remaining allegations contained in Paragraph 85. Amylin
23 specifically denies that Byetta® causes or has been proven to cause pancreatic
24 cancer. Amylin does not respond to Plaintiff's allegations pertaining to parties
25 other than Amylin and products other than Byetta®. To the extent a response is
26 required to Plaintiff's allegations pertaining to parties other than Amylin and
27 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
28 on that basis, denies all such allegations.

1 86. As to the allegations contained in Paragraph 86, Amylin admits only
2 that Byetta® is safe and effective when used in accordance with its FDA-approved
3 labeling. Amylin denies the remaining allegations contained in Paragraph 86.
4 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
5 Amylin and products other than Byetta®. To the extent a response is required to
6 Plaintiff's allegations pertaining to parties other than Amylin and products other
7 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
8 denies all such allegations.

9 87. No response is necessary to Paragraph 87 as it contains no allegations
10 against Amylin. To the extent a response is required to Paragraph 87, Amylin
11 denies sufficient knowledge to respond and, on that basis, denies all such
12 allegations.

13 88. No response is necessary to Paragraph 88 as it contains no allegations
14 against Amylin. To the extent a response is required to Paragraph 88, Amylin
15 denies sufficient knowledge to respond and, on that basis, denies all such
16 allegations.

17 89. Amylin lacks knowledge or information sufficient to form a belief as
18 to the truth of the allegations contained in Paragraph 89 and, on that basis, denies
19 the allegations. Amylin does not respond to Plaintiff's allegations pertaining to
20 parties other than Amylin and products other than Byetta®. To the extent a
21 response is required to Plaintiff's allegations pertaining to parties other than
22 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
23 respond and, on that basis, denies all such allegations.

24 90. Amylin denies every allegation contained in Paragraph 90. Amylin
25 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
26 and products other than Byetta®. To the extent a response is required to Plaintiff's
27 allegations pertaining to parties other than Amylin and products other than
28 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies

1 all such allegations.

2 91. Amylin denies every allegation contained in Paragraph 91. Amylin
3 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
4 and products other than Byetta®. To the extent a response is required to Plaintiff's
5 allegations pertaining to parties other than Amylin and products other than
6 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
7 all such allegations.

8 92. Amylin denies every allegation contained in Paragraph 92. Amylin
9 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
10 and products other than Byetta®. To the extent a response is required to Plaintiff's
11 allegations pertaining to parties other than Amylin and products other than
12 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
13 all such allegations.

14 93. Amylin denies every allegation contained in Paragraph 93. Amylin
15 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
16 and products other than Byetta®. To the extent a response is required to Plaintiff's
17 allegations pertaining to parties other than Amylin and products other than
18 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
19 all such allegations.

20 94. Responding to Paragraph 94, Amylin admits that it has marketed
21 Byetta® to some in the medical community. Amylin denies the remaining
22 allegations contained in Paragraph 94. Amylin does not respond to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®. To the extent a response is required to Plaintiff's allegations pertaining to
25 parties other than Amylin and products other than Byetta®, Amylin denies
26 sufficient knowledge to respond and, on that basis, denies all such allegations.

27 95. Amylin denies every allegation contained in Paragraph 95. Amylin
28 does not respond to Plaintiff's allegations pertaining to parties other than Amylin

1 and products other than Byetta®. To the extent a response is required to Plaintiff's
2 allegations pertaining to parties other than Amylin and products other than
3 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
4 all such allegations.

5 96. The allegations contained in Paragraph 96 consist of argument and
6 legal conclusions to which no response is required. To the extent any further
7 response is required, Amylin denies every allegation contained in Paragraph 96.
8 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
9 Amylin and products other than Byetta®. To the extent a response is required to
10 Plaintiff's allegations pertaining to parties other than Amylin and products other
11 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
12 denies all such allegations.

13 97. Amylin denies every allegation contained in Paragraph 97, including
14 subparts a through d. Amylin does not respond to Plaintiff's allegations pertaining
15 to parties other than Amylin and products other than Byetta®. To the extent a
16 response is required to Plaintiff's allegations pertaining to parties other than
17 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
18 respond and, on that basis, denies all such allegations.

19 98. Amylin denies every allegation contained in Paragraph 98. Amylin
20 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
21 and products other than Byetta®. To the extent a response is required to Plaintiff's
22 allegations pertaining to parties other than Amylin and products other than
23 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
24 all such allegations.

25 99. Amylin denies every allegation contained in Paragraph 99 . Amylin
26 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
27 and products other than Byetta®. To the extent a response is required to Plaintiff's
28 allegations pertaining to parties other than Amylin and products other than

1 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
2 all such allegations.

3 100. Amylin denies every allegation contained in Paragraph 100. Amylin
4 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
5 and products other than Byetta®. To the extent a response is required to Plaintiff's
6 allegations pertaining to parties other than Amylin and products other than
7 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
8 all such allegations.

9 101. Responding to Paragraph 101, Amylin avers that the FDA-approved
10 Byetta® package insert speaks for itself, and denies any characterization of that
11 document that is inconsistent with its meaning when the document is read in its
12 entirety. Amylin denies the remaining allegations contained in Paragraph 101, and
13 specifically denies that Byetta® causes or has been proven to cause pancreatic
14 cancer. Amylin does not respond to Plaintiff's allegations pertaining to parties
15 other than Amylin and products other than Byetta®. To the extent a response is
16 required to Plaintiff's allegations pertaining to parties other than Amylin and
17 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
18 on that basis, denies all such allegations.

19 102. As to the allegations contained in Paragraph 102, Amylin admits that
20 Byetta® is safe and effective when used in accordance with its FDA-approved
21 labeling. Amylin denies the remaining allegations contained in Paragraph 102.
22 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
23 Amylin and products other than Byetta®. To the extent a response is required to
24 Plaintiff's allegations pertaining to parties other than Amylin and products other
25 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
26 denies all such allegations.

27 103. The allegations contained in Paragraph 103 consist of argument and
28 legal conclusions to which no response is required. To the extent any further

1 response is required, Amylin avers that the allegations are so vague and overly
2 broad that it is unduly burdensome for Amylin to respond, and therefore denies the
3 allegations contained in Paragraph 103. Amylin does not respond to Plaintiff's
4 allegations pertaining to parties other than Amylin and products other than
5 Byetta®. To the extent a response is required to Plaintiff's allegations pertaining to
6 parties other than Amylin and products other than Byetta®, Amylin denies
7 sufficient knowledge to respond and, on that basis, denies all such allegations.

8 104. Amylin denies every allegation contained in Paragraph 104. Amylin
9 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
10 and products other than Byetta®. To the extent a response is required to Plaintiff's
11 allegations pertaining to parties other than Amylin and products other than
12 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
13 all such allegations.

14 105. Amylin denies every allegation contained in Paragraph 105. Amylin
15 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
16 and products other than Byetta®. To the extent a response is required to Plaintiff's
17 allegations pertaining to parties other than Amylin and products other than
18 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
19 all such allegations.

20 106. As to the allegations contained in Paragraph 106, Amylin denies that
21 Byetta® causes or has been proven to cause pancreatitis or pancreatic cancer.
22 Amylin lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations contained in Paragraph 106 regarding the knowledge of a Plaintiff
24 and/or Plaintiff's prescribing health care provider(s), and on that basis, denies the
25 allegations. Amylin denies the remaining allegations contained in Paragraph 106.
26 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
27 Amylin and products other than Byetta®. To the extent a response is required to
28 Plaintiff's allegations pertaining to parties other than Amylin and products other

1 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
2 denies all such allegations.

3 107. Amylin is without knowledge or information sufficient to form a belief
4 as to the truth of the allegations in Paragraph 107 regarding the condition of a
5 Plaintiff's health, and on that basis, denies the allegations. Amylin specifically
6 denies any allegations in Paragraph 107 that any Plaintiff's alleged injuries were
7 caused by use of Byetta®.

8 108. Amylin denies every allegation contained in Paragraph 108 as it
9 pertains to Amylin. To the extent a response is required to Plaintiff's allegations
10 pertaining to parties other than Amylin and products other than Byetta®, Amylin
11 denies sufficient knowledge to respond and, on that basis, denies all such
12 allegations.

13 109. Amylin denies every allegation contained in Paragraph 109 as it
14 pertains to Amylin. To the extent a response is required to Plaintiff's allegations
15 pertaining to parties other than Amylin and products other than Byetta®, Amylin
16 denies sufficient knowledge to respond and, on that basis, denies all such
17 allegations.

18 110. Amylin denies every allegation contained in Paragraph 110 as it
19 pertains to Amylin. To the extent a response is required to Plaintiff's allegations
20 pertaining to parties other than Amylin and products other than Byetta®, Amylin
21 denies sufficient knowledge to respond and, on that basis, denies all such
22 allegations.

23 111. Amylin denies every allegation contained in Paragraph 111 as it
24 pertains to Amylin. To the extent a response is required to Plaintiff's allegations
25 pertaining to parties other than Amylin and products other than Byetta®, Amylin
26 denies sufficient knowledge to respond and, on that basis, denies all such
27 allegations.

28

1 ACTIONS FOR SURVIVAL AND WRONGFUL DEATH

2 112. The allegations contained in Paragraph 112 consist of a statement of
3 Plaintiff's legal position, to which no response is necessary. To the extent a
4 response is required, Amylin denies every allegation in Paragraph 112. Amylin
5 specifically denies every allegation in Paragraph 112 in which Plaintiff's claims
6 that Byetta® caused any Plaintiff's alleged injuries.

7 CAUSES OF ACTION

8 COUNT I

9 STRICT LIABILITY - FAILURE TO WARN

10 113. With respect to the allegations contained in Paragraph 113, Amylin
11 repeats and realleges every admission, denial, averment and statement in
12 Paragraphs 1 through 112 of this Answer with the same force and effect as though
13 set forth in full here.

14 114. The allegations contained in Paragraph 114 consist of legal
15 conclusions to which no response is required. To the extent a response is required,
16 Amylin denies every allegation contained in Paragraph 114, except that it admits
17 that, together with Lilly, it manufactured and marketed Byetta® in the United
18 States until November 30, 2011, when Lilly transitioned these activities to Amylin,
19 and that Byetta® is safe and effective when used in accordance with its FDA-
20 approved labeling. Amylin does not respond to Plaintiff's allegations pertaining to
21 parties other than Amylin and products other than Byetta®. To the extent a
22 response is required to Plaintiff's allegations pertaining to parties other than
23 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
24 respond and, on that basis, denies all such allegations.

25 115. Amylin lacks knowledge or information sufficient to form a belief as
26 to the truth of the allegations contained in Paragraph 115 and, on that basis, denies
27 every allegation.

28 116. The allegations contained in Paragraph 116 consist of legal

1 conclusions to which no response is required. To the extent a response is required,
2 Amylin denies every allegation contained in Paragraph 116. Amylin does not
3 respond to Plaintiff's allegations pertaining to parties other than Amylin and
4 products other than Byetta®. To the extent a response is required to Plaintiff's
5 allegations pertaining to parties other than Amylin and products other than
6 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
7 all such allegations.

8 117. The allegations contained in Paragraph 117 consist of legal
9 conclusions to which no response is required. To the extent a response is required,
10 Amylin denies the allegations contained in Paragraph 95, except that it admits that,
11 together with Lilly, it manufactured and marketed Byetta® in the United States
12 until November 30, 2011, when Lilly transitioned these activities to Amylin.
13 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
14 Amylin and products other than Byetta®. To the extent a response is required to
15 Plaintiff's allegations pertaining to parties other than Amylin and products other
16 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
17 denies all such allegations.

18 118. The allegations contained in Paragraph 118 consist of legal
19 conclusions to which no response is required. To the extent a response is required,
20 Amylin denies the allegations contained in Paragraph 118. Amylin does not
21 respond to Plaintiff's allegations pertaining to parties other than Amylin and
22 products other than Byetta®. To the extent a response is required to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
25 all such allegations.

26 119. The allegations contained in Paragraph 119 consist of legal
27 conclusions to which no response is required. To the extent a response is required,
28 Amylin denies the allegations contained in Paragraph 119. Amylin does not

1 respond to Plaintiff's allegations pertaining to parties other than Amylin and
2 products other than Byetta®. To the extent a response is required to Plaintiff's
3 allegations pertaining to parties other than Amylin and products other than
4 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
5 all such allegations.

6 120. The allegations contained in Paragraph 120 consist of legal
7 conclusions to which no response is required. To the extent a response is required,
8 Amylin admits only that, together with Lilly, it manufactured and marketed
9 Byetta® in the United States until November 30, 2011, when Lilly transitioned
10 these activities to Amylin. Amylin denies the remaining allegations contained in
11 Paragraph 120. Amylin does not respond to Plaintiff's allegations pertaining to
12 parties other than Amylin and products other than Byetta®. To the extent a
13 response is required to Plaintiff's allegations pertaining to parties other than
14 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
15 respond and, on that basis, denies all such allegations.

16 121. The allegations contained in Paragraph 121 consist of legal
17 conclusions to which no response is required. To the extent a response is required,
18 Amylin denies the allegations contained in Paragraph 121. Amylin does not
19 respond to Plaintiff's allegations pertaining to parties other than Amylin and
20 products other than Byetta®. To the extent a response is required to Plaintiff's
21 allegations pertaining to parties other than Amylin and products other than
22 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
23 all such allegations.

24 122. The allegations contained in Paragraph 122 consist of legal
25 conclusions to which no response is required. To the extent a response is required,
26 Amylin denies the allegations contained in Paragraph 122. Amylin does not
27 respond to Plaintiff's allegations pertaining to parties other than Amylin and
28 products other than Byetta®. To the extent a response is required to Plaintiff's

1 allegations pertaining to parties other than Amylin and products other than
2 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
3 all such allegations.

4 123. The allegations contained in Paragraph 123 consist of legal
5 conclusions to which no response is required. To the extent a response is required,
6 Amylin denies the allegations contained in Paragraph 123, including subparts a
7 through c. Amylin does not respond to Plaintiff's allegations pertaining to parties
8 other than Amylin and products other than Byetta®. To the extent a response is
9 required to Plaintiff's allegations pertaining to parties other than Amylin and
10 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
11 on that basis, denies all such allegations.

12 124. The allegations contained in Paragraph 124 consist of legal
13 conclusions to which no response is required. To the extent a response is required,
14 Amylin denies the allegations contained in Paragraph 124. Amylin does not
15 respond to Plaintiff's allegations pertaining to parties other than Amylin and
16 products other than Byetta®. To the extent a response is required to Plaintiff's
17 allegations pertaining to parties other than Amylin and products other than
18 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
19 all such allegations.

20 125. The allegations contained in Paragraph 125 consist of legal
21 conclusions to which no response is required. To the extent a response is required,
22 Amylin denies the allegations contained in Paragraph 125. Amylin does not
23 respond to Plaintiff's allegations pertaining to parties other than Amylin and
24 products other than Byetta®. To the extent a response is required to Plaintiff's
25 allegations pertaining to parties other than Amylin and products other than
26 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
27 all such allegations.

28 126. The allegations contained in Paragraph 126 consist of legal

1 conclusions to which no response is required. To the extent a response is required,
2 Amylin denies every allegation contained in Paragraph 126. Amylin does not
3 respond to Plaintiff's allegations pertaining to parties other than Amylin and
4 products other than Byetta®. To the extent a response is required to Plaintiff's
5 allegations pertaining to parties other than Amylin and products other than
6 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
7 all such allegations.

8 127. The allegations contained in Paragraph 127 consist of legal
9 conclusions to which no response is required. To the extent a response is required,
10 Amylin denies every allegation contained in Paragraph 127. Amylin does not
11 respond to Plaintiff's allegations pertaining to parties other than Amylin and
12 products other than Byetta®. To the extent a response is required to Plaintiff's
13 allegations pertaining to parties other than Amylin and products other than
14 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
15 all such allegations.

16 128. Amylin denies every allegation contained in Paragraph 128 as it
17 pertains to Amylin. To the extent a response is required to Plaintiff's allegations
18 pertaining to parties other than Amylin and products other than Byetta®, Amylin
19 denies sufficient knowledge to respond and, on that basis, denies all such
20 allegations.

21 COUNT II

22 STRICT PRODUCTS LIABILITY - DESIGN DEFECT

23 129. With respect to the allegations contained in Paragraph 129, Amylin
24 repeats and realleges every admission, denial, averment and statement in
25 Paragraphs 1 through 128 of this Answer with the same force and effect as though
26 set forth in full here.

27 130. As to the allegations contained in Paragraph 130, Amylin admits only
28 that, together with Lilly, it manufactured and marketed Byetta® in the United

1 States until November 30, 2011, when Lilly transitioned these activities to Amylin.
2 Amylin denies the remaining allegations contained in Paragraph 130. Amylin does
3 not respond to Plaintiff's allegations pertaining to parties other than Amylin and
4 products other than Byetta®. To the extent a response is required to Plaintiff's
5 allegations pertaining to parties other than Amylin and products other than
6 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
7 all such allegations.

8 131. As to the allegations contained in Paragraph 131, Amylin admits only
9 that, together with Lilly, it manufactured and marketed Byetta® in the United
10 States until November 30, 2011, when Lilly transitioned these activities to Amylin.
11 Amylin lacks knowledge or information sufficient to form a belief as to the truth of
12 the remaining allegations contained in Paragraph 131, and on that basis, denies the
13 allegations. Amylin does not respond to Plaintiff's allegations pertaining to parties
14 other than Amylin and products other than Byetta®. To the extent a response is
15 required to Plaintiff's allegations pertaining to parties other than Amylin and
16 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
17 on that basis, denies all such allegations.

18 132. The allegations contained in Paragraph 132 consist of legal
19 conclusions to which no response is required. To the extent a response is required,
20 Amylin denies every allegation contained in Paragraph 132, including subparts a
21 through g. Amylin does not respond to Plaintiff's allegations pertaining to parties
22 other than Amylin and products other than Byetta®. To the extent a response is
23 required to Plaintiff's allegations pertaining to parties other than Amylin and
24 products other than Byetta®, Amylin denies sufficient knowledge to respond and,
25 on that basis, denies all such allegations.

26 133. The allegations contained in Paragraph 133 consist of legal
27 conclusions to which no response is required. To the extent a response is required,
28 Amylin denies every allegation contained in Paragraph 133. Amylin does not

1 respond to Plaintiff's allegations pertaining to parties other than Amylin and
2 products other than Byetta®. To the extent a response is required to Plaintiff's
3 allegations pertaining to parties other than Amylin and products other than
4 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
5 all such allegations.

6 134. The allegations contained in Paragraph 134 consist of legal
7 conclusions to which no response is required. To the extent a response is required,
8 Amylin denies every allegation contained in Paragraph 134. Amylin does not
9 respond to Plaintiff's allegations pertaining to parties other than Amylin and
10 products other than Byetta®. To the extent a response is required to Plaintiff's
11 allegations pertaining to parties other than Amylin and products other than
12 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
13 all such allegations.

14 135. The allegations contained in Paragraph 135 consist of legal
15 conclusions to which no response is required. To the extent a response is required,
16 Amylin denies every allegation contained in Paragraph 135. Amylin does not
17 respond to Plaintiff's allegations pertaining to parties other than Amylin and
18 products other than Byetta®. To the extent a response is required to Plaintiff's
19 allegations pertaining to parties other than Amylin and products other than
20 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
21 all such allegations.

22 136. The allegations contained in Paragraph 136 consist of legal
23 conclusions to which no response is required. To the extent a response is required,
24 Amylin denies every allegation contained in Paragraph 136. Amylin does not
25 respond to Plaintiff's allegations pertaining to parties other than Amylin and
26 products other than Byetta®. To the extent a response is required to Plaintiff's
27 allegations pertaining to parties other than Amylin and products other than
28 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies

1 all such allegations.

2 137. Amylin denies every allegation contained in Paragraph 137. Amylin
3 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
4 and products other than Byetta®. To the extent a response is required to Plaintiff's
5 allegations pertaining to parties other than Amylin and products other than
6 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
7 all such allegations.

8 **COUNT III**

9 **NEGLIGENCE**

10 138. With respect to the allegations contained in Paragraph 138, Amylin
11 repeats and realleges every admission, denial, averment and statement in
12 Paragraphs 1 through 137 of this Answer with the same force and effect as though
13 set forth in full here.

14 139. The allegations contained in Paragraph 139 consist of legal
15 conclusions to which no response is required. To the extent a response is required,
16 Amylin denies every allegation contained in Paragraph 139. Amylin does not
17 respond to Plaintiff's allegations pertaining to parties other than Amylin and
18 products other than Byetta®. To the extent a response is required to Plaintiff's
19 allegations pertaining to parties other than Amylin and products other than
20 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
21 all such allegations.

22 140. The allegations contained in Paragraph 140 consist of legal
23 conclusions to which no response is required. To the extent a response is required,
24 Amylin denies every allegation contained in Paragraph 140. Amylin does not
25 respond to Plaintiff's allegations pertaining to parties other than Amylin and
26 products other than Byetta®. To the extent a response is required to Plaintiff's
27 allegations pertaining to parties other than Amylin and products other than
28 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies

1 all such allegations.

2 141. The allegations contained in Paragraph 141 consist of legal
3 conclusions to which no response is required. To the extent a response is required,
4 Amylin denies every allegation contained in Paragraph 141. Amylin does not
5 respond to Plaintiff's allegations pertaining to parties other than Amylin and
6 products other than Byetta®. To the extent a response is required to Plaintiff's
7 allegations pertaining to parties other than Amylin and products other than
8 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
9 all such allegations.

10 142. The allegations contained in Paragraph 142 consist of legal
11 conclusions to which no response is required. To the extent a response is required,
12 Amylin denies every allegation contained in Paragraph 142. Amylin does not
13 respond to Plaintiff's allegations pertaining to parties other than Amylin and
14 products other than Byetta®. To the extent a response is required to Plaintiff's
15 allegations pertaining to parties other than Amylin and products other than
16 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
17 all such allegations.

18 143. The allegations contained in Paragraph 143 consist of legal
19 conclusions to which no response is required. To the extent a response is required,
20 Amylin denies every allegation contained in Paragraph 143. Amylin does not
21 respond to Plaintiff's allegations pertaining to parties other than Amylin and
22 products other than Byetta®. To the extent a response is required to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
25 all such allegations.

26 144. The allegations contained in Paragraph 144 consist of legal
27 conclusions to which no response is required. To the extent a response is required,
28 Amylin denies every allegation contained in Paragraph 144. Amylin does not

1 respond to Plaintiff's allegations pertaining to parties other than Amylin and
2 products other than Byetta®. To the extent a response is required to Plaintiff's
3 allegations pertaining to parties other than Amylin and products other than
4 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
5 all such allegations.

6 145. Amylin denies every allegation contained in Paragraph 145. Amylin
7 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
8 and products other than Byetta®. To the extent a response is required to Plaintiff's
9 allegations pertaining to parties other than Amylin and products other than
10 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
11 all such allegations.

12 COUNT IV

13 BREACH OF IMPLIED WARRANTY

14 146. With respect to the allegations contained in Paragraph 146, Amylin
15 repeats and realleges every admission, denial, averment and statement in
16 Paragraphs 1 through 145 of this Answer with the same force and effect as though
17 set forth in full here.

18 147. The allegations contained in Paragraph 147 consist of legal
19 conclusions to which no response is required. To the extent a response is required,
20 Amylin admits only that, together with Lilly, it manufactured and marketed
21 Byetta® in the United States until November 30, 2011, when Lilly transitioned
22 these activities to Amylin. Amylin further admits that Byetta® is safe and effective
23 when used in accordance with its FDA-approved labeling. Amylin denies the
24 remaining allegations contained in Paragraph 147. Amylin does not respond to
25 Plaintiff's allegations pertaining to parties other than Amylin and products other
26 than Byetta®. To the extent a response is required to Plaintiff's allegations
27 pertaining to parties other than Amylin and products other than Byetta®, Amylin
28 denies sufficient knowledge to respond and, on that basis, denies all such

1 allegations.

2 148. The allegations contained in Paragraph 148 consist of legal
3 conclusions to which no response is required. To the extent a response is required,
4 Amylin lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations relating to the state of mind of a Plaintiff and/or any Plaintiff's
6 physician(s), and on that basis, denies the allegations. Amylin denies the remaining
7 allegations contained in Paragraph 148. Amylin does not respond to Plaintiff's
8 allegations pertaining to parties other than Amylin and products other than
9 Byetta®. To the extent a response is required to Plaintiff's allegations pertaining to
10 parties other than Amylin and products other than Byetta®, Amylin denies
11 sufficient knowledge to respond and, on that basis, denies all such allegations.

12 149. The allegations contained in Paragraph 149 consist of legal
13 conclusions to which no response is required. To the extent a response is required,
14 Amylin denies every allegation contained in Paragraph 149. Amylin does not
15 respond to Plaintiff's allegations pertaining to parties other than Amylin and
16 products other than Byetta®. To the extent a response is required to Plaintiff's
17 allegations pertaining to parties other than Amylin and products other than
18 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
19 all such allegations.

20 150. Amylin denies every allegation contained in Paragraph 150. Amylin
21 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
22 and products other than Byetta®. To the extent a response is required to Plaintiff's
23 allegations pertaining to parties other than Amylin and products other than
24 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
25 all such allegations.

26 151. Amylin denies every allegation contained in Paragraph 151. Amylin
27 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
28 and products other than Byetta®. To the extent a response is required to Plaintiff's

1 allegations pertaining to parties other than Amylin and products other than
2 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
3 all such allegations.

4 COUNT V

5 BREACH OF EXPRESS WARRANTY

6 152. With respect to the allegations contained in Paragraph 152, Amylin
7 repeats and realleges every admission, denial, averment and statement in
8 Paragraphs 1 through 151 of this Answer with the same force and effect as though
9 set forth in full here.

10 153. The allegations contained in Paragraph 153 consist of legal
11 conclusions to which no response is required. To the extent a response is required,
12 Amylin admits only that, together with Lilly, it manufactured and marketed
13 Byetta® in the United States until November 30, 2011, when Lilly transitioned
14 these activities to Amylin. Amylin further admits that Byetta® is safe and effective
15 when used in accordance with its FDA-approved labeling. Amylin denies the
16 remaining allegations contained in Paragraph 153. Amylin does not respond to
17 Plaintiff's allegations pertaining to parties other than Amylin and products other
18 than Byetta®. To the extent a response is required to Plaintiff's allegations
19 pertaining to parties other than Amylin and products other than Byetta®, Amylin
20 denies sufficient knowledge to respond and, on that basis, denies all such
21 allegations.

22 154. The allegations contained in Paragraph 154 consist of legal
23 conclusions to which no response is required. To the extent a response is required,
24 Amylin denies every allegation contained in Paragraph 154. Amylin does not
25 respond to Plaintiff's allegations pertaining to parties other than Amylin and
26 products other than Byetta®. To the extent a response is required to Plaintiff's
27 allegations pertaining to parties other than Amylin and products other than
28 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies

1 all such allegations.

2 155. The allegations contained in Paragraph 155 consist of legal
3 conclusions to which no response is required. To the extent a response is required,
4 Amylin lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations relating to the state of mind of a Plaintiff and/or any Plaintiff's
6 physician(s), and on that basis, denies the allegations. Amylin denies the remaining
7 allegations contained in Paragraph 155. Amylin does not respond to Plaintiff's
8 allegations pertaining to parties other than Amylin and products other than
9 Byetta®. To the extent a response is required to Plaintiff's allegations pertaining to
10 parties other than Amylin and products other than Byetta®, Amylin denies
11 sufficient knowledge to respond and, on that basis, denies all such allegations.

12 156. Amylin denies every allegation contained in Paragraph 156 as it
13 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
14 parties other than Amylin and products other than Byetta®. To the extent a
15 response is required to Plaintiff's allegations pertaining to parties other than
16 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
17 respond and, on that basis, denies all such allegations.

18 **COUNT VI**

19 **PUNITIVE DAMAGES**

20 164. With respect to the allegations contained in Paragraph 164, Amylin
21 repeats and realleges every admission, denial, averment and statement in
22 Paragraphs 1 through 156¹ of this Answer with the same force and effect as though
23 set forth in full here.

24 165. Amylin denies every allegation contained in Paragraph 165. Amylin
25 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
26 and products other than Byetta®. To the extent a response is required to Plaintiff's
27

28 ¹ Plaintiff's Master Complaint does not include Paragraphs 157-163.

1 allegations pertaining to parties other than Amylin and products other than
2 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
3 all such allegations.

4 166. Amylin denies every allegation contained in Paragraph 166. Amylin
5 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
6 and products other than Byetta®. To the extent a response is required to Plaintiff's
7 allegations pertaining to parties other than Amylin and products other than
8 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
9 all such allegations.

10 167. Amylin denies every allegation contained in Paragraph 167. Amylin
11 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
12 and products other than Byetta®. To the extent a response is required to Plaintiff's
13 allegations pertaining to parties other than Amylin and products other than
14 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
15 all such allegations.

16 168. Amylin denies every allegation contained in Paragraph 168. Amylin
17 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
18 and products other than Byetta®. To the extent a response is required to Plaintiff's
19 allegations pertaining to parties other than Amylin and products other than
20 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
21 all such allegations.

22 COUNT VII

23 LOSS OF CONSORTIUM

24 169. With respect to the allegations contained in Paragraph 169, Amylin
25 repeats and realleges every admission, denial, averment and statement in
26 Paragraphs 1 through 168 of this Answer with the same force and effect as though
27 set forth in full here.

28 170. Amylin lacks knowledge or information sufficient to form a belief as

1 to the truth of the allegations contained in Paragraph 170, and on that basis denies
2 the allegations contained in Paragraph 170.

3 171. Amylin denies every allegation contained in Paragraph 171 as it
4 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
5 parties other than Amylin and products other than Byetta®. To the extent a
6 response is required to Plaintiff's allegations pertaining to parties other than
7 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
8 respond and, on that basis, denies all such allegations.

9 **COUNT VIII**

10 **WRONGFUL DEATH**

11 172. With respect to the allegations contained in Paragraph 172, Amylin
12 repeats and realleges every admission, denial, averment and statement in
13 Paragraphs 1 through 171 of this Answer with the same force and effect as though
14 set forth in full here.

15 173. Amylin lacks knowledge or information sufficient to form a belief as
16 to the truth of the allegations contained in Paragraph 173 related to a Plaintiff
17 relationship with the Decedent, and on that basis, denies the allegations. As to the
18 remaining allegations, Amylin admits only that, together with Lilly, it
19 manufactured and marketed Byetta® in the United States until November 30, 2011,
20 when Lilly transitioned these activities to Amylin. Amylin further admits that
21 Byetta® is safe and effective when used in accordance with its FDA-approved
22 labeling. Amylin denies the remaining allegations in Paragraph 173, including any
23 allegation in which any Plaintiff's claims that Byetta® caused a Plaintiff's and/or
24 Decedent's alleged injuries. Amylin does not respond to Plaintiff's allegations
25 pertaining to parties other than Amylin and products other than Byetta®. To the
26 extent a response is required to Plaintiff's allegations pertaining to parties other
27 than Amylin and products other than Byetta®, Amylin denies sufficient knowledge
28 to respond and, on that basis, denies all such allegations.

1 174. Amylin denies every allegation contained in Paragraph 174 as it
2 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
3 parties other than Amylin and products other than Byetta®. To the extent a
4 response is required to Plaintiff's allegations pertaining to parties other than
5 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
6 respond and, on that basis, denies all such allegations.

7 175. Amylin denies every allegation contained in Paragraph 175 as it
8 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
9 parties other than Amylin and products other than Byetta®. To the extent a
10 response is required to Plaintiff's allegations pertaining to parties other than
11 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
12 respond and, on that basis, denies all such allegations.

13 176. Amylin lacks knowledge or information sufficient to form a belief as
14 to the truth of the allegations contained in Paragraph 176, and on that basis, denies
15 the allegations. Amylin specifically denies every allegation in which a Plaintiff
16 claims that Byetta® caused any Plaintiff's and/or Decedent's alleged injuries.
17 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
18 Amylin and products other than Byetta®. To the extent a response is required to
19 Plaintiff's allegations pertaining to parties other than Amylin and products other
20 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
21 denies all such allegations.

22 177. The allegations contained in Paragraph 177 consist of legal
23 conclusions to which no response is required. To the extent a response is required,
24 Amylin denies every allegation contained in Paragraph 177 as it pertains to Amylin.
25 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
26 Amylin and products other than Byetta®. To the extent a response is required to
27 Plaintiff's allegations pertaining to parties other than Amylin and products other
28 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,

1 denies all such allegations.

2 178. The allegations contained in Paragraph 178 consist of legal
3 conclusions to which no response is required. To the extent a response is required,
4 Amylin denies every allegation contained in Paragraph 178 as it pertains to Amylin.
5 Amylin does not respond to Plaintiff's allegations pertaining to parties other than
6 Amylin and products other than Byetta®. To the extent a response is required to
7 Plaintiff's allegations pertaining to parties other than Amylin and products other
8 than Byetta®, Amylin denies sufficient knowledge to respond and, on that basis,
9 denies all such allegations.

10 **COUNT IX**

11 **SURVIVAL ACTION**

12 179. With respect to the allegations contained in Paragraph 179, Amylin
13 repeats and realleges every admission, denial, averment and statement in
14 Paragraphs 1 through 178 of this Answer with the same force and effect as though
15 set forth in full here.

16 180. Amylin denies every allegation contained in Paragraph 180 as it
17 pertains to Amylin. Amylin does not respond to Plaintiff's allegations pertaining to
18 parties other than Amylin and products other than Byetta®. To the extent a
19 response is required to Plaintiff's allegations pertaining to parties other than
20 Amylin and products other than Byetta®, Amylin denies sufficient knowledge to
21 respond and, on that basis, denies all such allegations.

22 181. The allegations contained in Paragraph 181 consist of a statement of
23 Plaintiff's legal position, to which no response is necessary. To the extent a
24 response is required, Amylin denies every allegation in Paragraph 181. Amylin
25 specifically denies every allegation in Paragraph 181 in which a Plaintiff claims
26 that Byetta® caused any Plaintiff's and/or Decedent's alleged injuries. Amylin
27 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
28 and products other than Byetta®. To the extent a response is required to Plaintiff's

1 allegations pertaining to parties other than Amylin and products other than
2 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
3 all such allegations.

4 182. The allegations contained in Paragraph 182 consist of a statement of
5 Plaintiff's legal position, to which no response is necessary. To the extent a
6 response is required, Amylin denies every allegation in Paragraph 182. Amylin
7 specifically denies every allegation in Paragraph 182 in which a Plaintiff claims
8 that Byetta® caused any Plaintiff's and/or Decedent's alleged injuries. Amylin
9 does not respond to Plaintiff's allegations pertaining to parties other than Amylin
10 and products other than Byetta®. To the extent a response is required to Plaintiff's
11 allegations pertaining to parties other than Amylin and products other than
12 Byetta®, Amylin denies sufficient knowledge to respond and, on that basis, denies
13 all such allegations.

14 **RESPONSE TO PRAYER FOR RELIEF**

15 Amylin denies that Plaintiff is entitled to recover any relief requested in
16 Plaintiff's Prayer, or any relief whatsoever.

17 **PREAMBLE TO AFFIRMATIVE DEFENSES**

18 The affirmative defenses available to Amylin with respect to individual
19 Plaintiffs who adopt the Master Complaint will depend upon the applicable law in
20 each case as determined by applicable choice of law principles and the results of
21 discovery and investigation in individual cases. Amylin asserts the following
22 commonly recognized affirmative defenses in order to provide notice to Plaintiffs
23 adopting the Master Complaint. Amylin does not, however, waive the right to
24 assert additional affirmative defenses based on applicable state law or the facts of
25 the case as revealed through investigation and discovery. Upon completion of
26 discovery, and if the facts warrant, Amylin may withdraw or supplement any of
27 these affirmative defenses as it may deem appropriate in addition to asserting
28 cross-claims or counter-claims. Amylin demands strict proof of all claims and

1 allegations contained in Master Complaint, as they may be supplemented by
2 individual Short Form Complaints for Damages, that Amylin has not expressly
3 admitted. Further answering and by way of affirmative defense, Amylin states as
4 follows:

5 **FIRST AFFIRMATIVE DEFENSE**

6 The Master Complaint fails to state a claim against Amylin upon which relief
7 can be granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred, in whole or in part, by the applicable statute of
10 limitations.

11 **THIRD AFFIRMATIVE DEFENSE**

12 Plaintiff's claims are barred, in whole or in part, by the applicable statute of
13 repose.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 Plaintiff's claims are barred, in whole or in part, by the doctrines of
16 estoppels, waiver, laches or statutory and regulatory compliance.

17 **FIFTH AFFIRMATIVE DEFENSE**

18 Plaintiff's claims are barred to the extent that they are not recognized by
19 applicable state law.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 To the extent Plaintiff's claims are based on strict products liability, such
22 claims are barred, in whole or in part, to the extent applicable state law does not
23 recognize a cause of action for strict products liability for a drug like Byetta®.

24 **SEVENTH AFFIRMATIVE DEFENSE**

25 To the extent Plaintiff's claims for strict product liability are based on a
26 design defect theory, such claims are barred to the extent that applicable state law
27 does not recognize a strict liability design defect claim for a drug like Byetta®.

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EIGHTH AFFIRMATIVE DEFENSE

To the extent Plaintiff’s claims for strict product liability are based on a failure to warn theory, such claims are barred to the extent that applicable state law does not recognize a strict liability failure to warn claim for a drug like Byetta®.

NINTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred, in whole or in part, to the extent not recognized by applicable state law.

TENTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred, in whole or in part, because defendants complied with applicable regulatory standards.

ELEVENTH AFFIRMATIVE DEFENSE

Some or all of Plaintiff’s claims are barred by the learned intermediary and/or sophisticated user doctrines. At all relevant times herein, Plaintiff’s prescribing physician(s) were in the position of learned intermediaries and/or sophisticated purchasers, fully knowledgeable and informed of the benefits and alleged risks of Byetta®.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred, in whole or in part, by the doctrine of contributory negligence or fault.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred, in whole or in part, by the doctrine of comparative negligence or fault.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are fully informed to the extent Plaintiff is fully informed of the alleged risks of the use of Byetta® and Plaintiff gave informed consent.

FIFTEENTH AFFIRMATIVE DEFENSE

The injuries, damages, and losses alleged in the Master Complaint, none being admitted, were caused in whole or in part by the negligence of the Plaintiff,

1 and/or others, over whom Amylin exercised no control, had no opportunity to
2 anticipate or right to control, and with whom Amylin had no legal relationship by
3 which liability could be attributed to it because of the actions of the Plaintiff, and/or
4 others, which by comparison was far greater than any conduct alleged as to Amylin.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 Plaintiff's alleged loss, damage, injury, harm, expense, diminution, or
7 deprivation alleged, if any, was caused in whole or in part by Plaintiff's failure to
8 exercise reasonable care and diligence to mitigate these alleged damages.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 Plaintiff's claims are barred in that Byetta® was designed, manufactured and
11 labeled in a manner consistent with the state of the art at the pertinent time.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

13 Plaintiff's claims are barred in that Byetta®'s design and labeling were at all
14 times approved by the U.S. Food and Drug Administration as safe and effective.

15 **NINETEENTH AFFIRMATIVE DEFENSE**

16 Plaintiff's claims are barred in that Byetta® was designed, manufactured and
17 labeled in a manner consistent with federal law.

18 **TWENTIETH AFFIRMATIVE DEFENSE**

19 To the extent that Plaintiff asserts claims based on any alleged adherence or
20 lack of adherence to and compliance with applicable federal laws, regulations, and
21 rules, Plaintiff's claims are preempted by federal law.

22 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

23 Plaintiff's claims are barred and/or this Court should defer this matter, in
24 whole or in part, pursuant to the doctrine of primary jurisdiction, in that the FDA is
25 charged under the law with regulating prescription drugs, including Byetta®, and is
26 specifically charged with determining the content of the warnings and labeling for
27 prescription drugs.

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1 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

2 To the extent Plaintiff’s claims attempt to use state law to enforce the U.S.
3 Food, Drug and Cosmetic Act or FDA regulations promulgated under it, including
4 alleged misrepresentations made to the FDA, such claims are preempted as
5 recognized in *Buckman Co. v. Plaintiffs’ Legal Committee*, 531 U.S. 341 (2001).

6 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

7 Plaintiff’s claims are preempted, in whole or in part, to the extent Plaintiff’s
8 claims depend on an asserted state-law duty to seek the FDA’s permission to
9 implement a labeling change or redesign Byetta®. *See Mutual Pharmaceutical Co.*
10 *v. Bartlett*, 133 S. Ct. 2466 (2013); *PLIVA, Inc. v. Mensing*, 131 S. Ct. 2567 (2011).

11 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

12 Plaintiff’s claims are preempted, in whole or in part, to the extent Plaintiff’s
13 claims depend on an asserted state-law duty to implement a change to the labeling
14 of Byetta® that would have required the FDA’s prior approval. *See Mutual*
15 *Pharmaceutical Co. v. Bartlett*, 133 S. Ct. 2466 (2013); *PLIVA, Inc. v. Mensing*,
16 131 S. Ct. 2567 (2011).

17 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

18 Some or all of Plaintiff’s claims are barred by the doctrines concerning
19 unavoidably unsafe products, including, but not limited to, the operation of
20 comments j and k to Section 402A of the RESTATEMENT (SECOND) OF TORTS and/or
21 barred by the RESTATEMENT (THIRD) OF TORTS.

22 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

23 Plaintiff’s breach of warranty claims are barred because there is no privity of
24 contract between Plaintiff and Amylin; Plaintiff failed to give timely notice of any
25 alleged breach of warranty to Amylin; Plaintiff did not reasonably rely upon any
26 alleged warranty; Plaintiff failed to satisfy all conditions precedent or subsequent to
27 the enforcement of such alleged warranty; and the alleged warranty was
28 appropriately disclaimed, excluded, or modified.

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TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiff’s breach of warranty claims are barred in whole or in part because they are not recognized under or have been abolished by applicable state law or statute.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred in whole or in part by the applicable provisions of the United States Constitution and/or the applicable Constitution of any other State or Commonwealth of the United States whose laws might be deemed controlling in this case. These provisions include, but are not limited to, the First and Fourteenth Amendments to the Constitution of the United States, because Amylin’s commercial speech regarding Byetta® was neither false nor misleading.

TWENTY-NINTH AFFIRMATIVE DEFENSE

The injuries or damages alleged by Plaintiff can be attributed to several causes and, accordingly, should be apportioned among the various causes according to the respective contribution of each such cause to the harm sustained, if any.

THIRTIETH AFFIRMATIVE DEFENSE

Any verdict or judgment rendered against Amylin must be reduced by those amounts that have been, or will, with reasonable certainty, indemnify Plaintiff, in whole or in part, for any past or future claimed economic loss, from any collateral source such as insurance, social security, worker’s compensation, or employee benefit programs.

THIRTY-FIRST AFFIRMATIVE DEFENSE

The proximate cause of Plaintiff’s alleged injuries was an independent modification or alteration of the products at issue, which was not reasonably expected by Amylin. Any injuries or expenses incurred by Plaintiff were not caused by Amylin, but may have been proximately caused, in whole or part, by the unforeseen alteration, unintended use, misuse or abuse of the products referenced in Plaintiff’s Master Complaint.

1 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

2 Plaintiff’s claims against Amylin are barred because Plaintiff knowingly and
3 voluntarily assumed and/or incurred the risk of injury and Plaintiff’s claims are
4 barred or should be reduced under the principles of assumption of risk, informed
5 consent, and/or knowledgeable user.

6 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

7 Based on the scientific, medical, and technological knowledge existing at the
8 time Byetta® was allegedly used by Plaintiff, it was reasonably safe for its normal
9 and foreseeable use at all relevant times, or in light of existing reasonably available
10 medical, scientific, and technological knowledge.

11 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

12 In the unlikely event that Amylin is found liable to Plaintiff, Amylin is
13 entitled to a credit or offset for any and all sums that Plaintiff has received or may
14 hereafter receive by way of any and all settlements arising from Plaintiff’s claims
15 and causes of action. Amylin alternatively asserts its right to a proportionate
16 reduction of any damages based on comparative fault or the percentage of
17 negligence attributable to Plaintiff or to any settling tortfeasor under applicable
18 state law.

19 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

20 Under applicable state law, the liability of each defendant for non-economic
21 damages shall be several only and shall not be joint. Each defendant shall be liable
22 only for the amount of non-economic damages allocated to that defendant in direct
23 proportion to that defendant’s percentage of fault, and a separate judgment shall be
24 rendered against that defendant for that amount.

25 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

26 Plaintiff’s claims are barred, in whole or in part, to the extent Plaintiff seeks
27 damages in excess of applicable state-law caps or limits on recovery of damages or
28 of specific categories of damages.

1 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

2 If Plaintiff sustained injuries or losses as alleged in the Master Complaint,
3 which Amylin denies, Plaintiff’s claims are barred, in whole or in part, because
4 such injuries or losses may have been caused by an individual, idiosyncratic
5 reaction, or are otherwise not attributable to Byetta®.

6 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

7 Plaintiff’s alleged loss, damage, injury, harm, expense, diminution, or
8 deprivation alleged, if any, resulted from independent, unforeseeable, superseding,
9 and/or intervening causes unrelated to any conduct of Amylin.

10 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

11 Plaintiff’s claim for failure to warn is barred because Plaintiff, and/or a
12 Plaintiff’s physician(s) knew or had reason to know of the risks of Byetta®.

13 **FORTIETH AFFIRMATIVE DEFENSE**

14 Any fraud and misrepresentation claims that Plaintiff might allege should be
15 dismissed for failure to plead such claims with sufficient particularity as required
16 by law.

17 **FORTY-FIRST AFFIRMATIVE DEFENSE**

18 Plaintiff has pleaded state law that does not govern Plaintiff’s claims, and as
19 such, the claims should be dismissed.

20 **FORTY-SECOND AFFIRMATIVE DEFENSE**

21 Plaintiff’s claims are barred because Byetta® was not unreasonably
22 dangerous for its ordinary and foreseeable use.

23 **FORTY-THIRD AFFIRMATIVE DEFENSE**

24 Amylin had no duty to warn about any possible risks of Byetta® that were
25 not known at the time of the medication’s manufacture and sale.

26 **FORTY-FOURTH AFFIRMATIVE DEFENSE**

27 Plaintiff’s claims are barred because there was no practical or technically or
28 legally feasible alternative design that would have reduced the alleged risk without

1 substantially impairing the reasonably anticipated and intended use of Byetta®.

2 **FORTY-FIFTH AFFIRMATIVE DEFENSE**

3 Plaintiff's claims are barred, in whole or in part, because Amylin acted in
4 good faith at all relevant times and gave adequate warnings of all known or
5 reasonably knowable risks associated with the use of its products.

6 **FORTY-SIXTH AFFIRMATIVE DEFENSE**

7 Any conduct on the part of Defendants allegedly causing a Plaintiff's alleged
8 injuries was not the proximate cause or a substantial cause or contributing factor of
9 such injury or damage, if any.

10 **FORTY-SEVENTH AFFIRMATIVE DEFENSE**

11 To the extent that Plaintiff seeks punitive or exemplary damages for an
12 alleged act or omission of Amylin, Amylin asserts that no act or omission was
13 oppressive, fraudulent, malicious, willful, or wanton, and therefore, any award of
14 punitive or exemplary damages is barred.

15 **FORTY-EIGHTH AFFIRMATIVE DEFENSE**

16 Any punitive damages claim by Plaintiff is barred because Amylin cannot be
17 held liable in punitive damages under applicable state law for the unauthorized acts
18 or omissions of its employees or agents.

19 **FORTY-NINTH AFFIRMATIVE DEFENSE**

20 Any punitive damages claimed by Plaintiff are in violation of and are barred
21 by the Constitution of the United States, including, but not limited to, the Due
22 Process and Equal Protection Clauses contained in the Fifth and Fourteenth
23 Amendments to the United States Constitution; the Excessive Fines Clause of the
24 Eighth Amendment to the United States; the Double Jeopardy Clause in the Fifth
25 Amendment to the United States Constitution; the Tenth Amendment to the United
26 States Constitution; and common law, public policy, and applicable statutes and
27 court rules.

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FIFTIETH AFFIRMATIVE DEFENSE

Amylin did not breach any implied warranties or any warranties created by law.

FIFTY-FIRST AFFIRMATIVE DEFENSE

Venue is incorrect and/or improper in this judicial district.

FIFTY-SECOND AFFIRMATIVE DEFENSE

Amylin is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law or statute under applicable state law and/or any other law or statute that may be applicable.

FIFTY-THIRD AFFIRMATIVE DEFENSE

Plaintiff may have failed to join all indispensable parties, in which case it may not be possible to accord complete relief to the parties that are already parties to this action and Plaintiff's failure to join all indispensable parties could result in prejudice.

FIFTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing to bring such claims.

FIFTY-FIFTH AFFIRMATIVE DEFENSE

Amylin is entitled to a set-off for all amounts paid, payable by, or available from collateral sources.

FIFTY-SIXTH AFFIRMATIVE DEFENSE

If a Plaintiff has sustained injuries or losses as alleged in the Master Complaint, which Amylin denies, such injuries or losses resulted from the Plaintiff's pre-existing and/or unrelated medical, genetic and/or environmental conditions, diseases, or illnesses, subsequent medical conditions or natural courses of conditions for which Amylin is not responsible.

FIFTY-SEVENTH AFFIRMATIVE DEFENSE

Amylin asserts that applicable choice of law rules should determine which

1 jurisdiction's laws govern this case, and expressly reserves the right to supplement
2 this answer with any defenses that may be available to it under the law of the
3 jurisdictions determined to apply to it in accordance with choice of law rules.
4

5 WHEREFORE, Defendant Amylin Pharmaceuticals, LLC prays that:

- 6 1. Plaintiff takes nothing by reason of the Master Complaint or any Short
7 Form Complaint;
- 8 2. The Master Complaint and any Short Form Complaint against Amylin
9 be dismissed in their entirety;
- 10 3. Amylin recovers its cost of suit and attorney's fees, under any
11 applicable statute; and
- 12 4. This Court award Amylin such other relief as this Court may deem just
13 and proper.

14 **JURY DEMAND**

15 Under Federal Rule of Civil Procedure 38 and Rule 38.1 of the Local Rules
16 for the Southern District of California, Amylin hereby demands a trial by jury.

17 Dated: December 31, 2013

O'MELVENY & MYERS LLP
RICHARD B. GOETZ
AMY J. LAURENDEAU

18 By: /s/ Amy J. Laurendeau
19 Amy J. Laurendeau
20 Attorneys for Defendant
21 Amylin Pharmaceuticals, LLC
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CERTIFICATE OF SERVICE

I hereby certify that on December 31, 2013, I caused the foregoing to be electronically filed with the clerk of the court using the CM/ECF system which will send notification of such filing to the e-mail address denoted on the electronic Mail Notice List.

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

Executed on December 31, 2013, at Newport Beach, California.

/s/ Amy J. Laurendeau
Amy J. Laurendeau