

EXHIBIT A

RETURN DATE: MARCH 17, 2026

ASHLEY BENNETT;
MELODIE ANDERSON; SOPHY
TEP; ARLETTA SCHWEITZER; and
JULIE LOWE,

Plaintiffs

V.

PFIZER, INC.; PHARMACIA & UPJOHN
CO. LLC; and PHARMACIA LLC,

Defendants.

SUPERIOR COURT

JUDICIAL DISTRICT OF NEW
LONDON

FEBRUARY 11, 2026

FIRST COMPLAINT

COME NOW, Plaintiffs, Ashley Bennett, Melodie Anderson, Sophy Tep, Arletta Schweitzer, and Julie Lowe, by and through Plaintiffs’ undersigned attorneys, and file this First Amended Complaint against Defendants Pfizer, Inc., Pharmacia & Upjohn Co. LLC, and Pharmacia LLC, and allege as follows:

1. This is an action for damages suffered by Plaintiffs and caused by Defendants’ negligent and wrongful conduct in connection with the development, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of the prescription drug Depo-Provera (depot medroxyprogesterone acetate).

2. Defendants Pfizer, Inc. (“Pfizer”), Pharmacia & Upjohn Co. LLC (“Upjohn”), and

Pharmacia LLC (“Pharmacia”) (collectively referred to as “Defendants”) sold Depo Provera® to Plaintiffs without warning that the drug is associated with and can cause intracranial meningioma (a type of brain tumor arising from the meninges, or the membranous covering of the brain).

INTRODUCTION

3. This action arises from Plaintiffs’ use of depot medroxyprogesterone acetate (“DMPA”), a synthetic hormone-based contraceptive developed and marketed by Defendant Pfizer Inc. (“Pfizer”), along with its predecessor and subsidiary entities, and sold under the brand name Depo-Provera.¹ Plaintiffs were prescribed and used Depo-Provera for contraceptive purposes and developed meningiomas, a hormone-sensitive brain tumor, due to their use of the drug.

4. Despite long-standing scientific data linking the hormone progesterone, and its synthetic analogue progestin, to increased risks of meningiomas, Pfizer, along with its predecessor and subsidiary entities, failed to adequately test, market, advertise, promote, and warn about the dangers of Depo-Provera, a contraceptive containing the progestin hormone medroxyprogesterone. Instead, Pfizer and the other Defendants continued to market the drug as a safe, long-term contraceptive option despite the increased risk of it causing hormone-sensitive meningiomas.

5. Over numerous decades, while scientific and medical studies developed a substantial body of evidence establishing the association between Depo-Provera exposure and the development of meningiomas, during the relevant time period, Pfizer’s U.S. label for Depo-Provera failed to warn, instruct, or inform prescribers or users about the risk of meningioma or of the need to monitor for meningioma related symptoms. Even after changing its labeling in other

¹ Throughout this Complaint, Plaintiff uses the brand-name “Depo-Provera” with the intent that it also encompasses authorized generic versions of Depo-Provera and generic DMPA where appropriate in context.

countries to reflect Depo-Provera's meningioma risk, during the relevant time period, Pfizer's U.S. label for Depo-Provera still includes no reference to, much less a warning about, meningioma.

6. As a result, Plaintiffs are but few of many previously healthy women who received Depo-Provera injections without their, or their prescribing healthcare providers, having been informed of the drug's serious meningioma risks. Exposing Plaintiffs to the dangers of Depo-Provera was unnecessary when other, less-dangerous birth control options were available and would have been selected if the true dangers of DMPA had been revealed. As a proximate result of Defendants' wrongful actions and inactions, Plaintiffs were injured and suffered damages which they seek to recover through this action.

THE PARTIES

Plaintiffs

7. Plaintiff **Ashley Bennett** resides in Mecklenburg County, North Carolina, and is a resident and citizen of North Carolina.

8. Plaintiff **Melodie Anderson** resides in King County, Washington, and is a resident and citizen of Washington.

9. Plaintiff **Sophy Tep** resides in Hampshire County, Massachusetts, and is a resident and citizen of Massachusetts.

10. Plaintiff **Arletta Schweitzer** resides in Buchanan County, Iowa, and is a resident and citizen of Iowa.

11. Plaintiff **Julie Lowe** resides in Knox County, Tennessee, and is a resident and citizen of Tennessee.

12. Plaintiffs were prescribed and used Depo-Provera pursuant to the direction and advice of their healthcare providers and subsequently developed meningiomas which were caused

by their use of the drug.

Defendants

13. Defendant **Pfizer Inc.** (“Pfizer”) is a Delaware corporation with its principal place of business at The Spiral, 66 Hudson Boulevard East, New York, New York 10001. Pfizer maintains a research and development facility in Groton, Connecticut where, as is noted on their website, “Nearly every Pfizer product is developed, in part.”² Pfizer may be served through its registered agent, CT Corporation System, at 357 E. Center St., Suite 2J, Manchester, Connecticut 06040.

14. Pfizer is a global pharmaceutical company engaged in the business of designing, manufacturing, marketing, and distributing pharmaceuticals, including Depo-Provera. Pfizer and its subsidiaries are engaged in the research and development, manufacture, and sale of a broad range of products in the healthcare industry. Conducting business in virtually all countries and territories of the world, Pfizer and its subsidiaries had combined annual revenues of over \$63 billion in 2024.

15. Pfizer has been the full owner and effective holder of the New Drug Application (“NDA”) for Depo-Provera since it acquired Pharmacia Corporation in 2003, at which time Pharmacia Corporation became a wholly owned and operated subsidiary of Pfizer.

16. Defendant **Pharmacia & Upjohn Company LLC** is a Delaware limited liability company with its principal place of business at 7000 Portage Road, Kalamazoo, Michigan 49002. At all relevant times, Pharmacia & Upjohn Company LLC was a wholly owned subsidiary of Pfizer. Pharmacia & Upjohn Company LLC may be served with process by serving its registered agent, CT Corporation System at 357 E. Center St., Suite 2J, Manchester, Connecticut 06040.

² <https://www.pfizer.com/groton-connecticut>

17. Defendant **Pharmacia LLC**. (f/k/a Pharmacia Corporation) (“Pharmacia”) is a corporation organized under Delaware law and headquartered at Pfizer Peapack Campus, 100 Route 206 North, Peapack, NJ 07977). Upon information and belief, Pharmacia LLC is the successor entity to what was formerly known as Pharmacia Corporation. Pharmacia may be served with process by serving its registered agent, CT Corporation System at 357 E. Center St., Suite 2J, Manchester, Connecticut 06040.

18. At all relevant times, Defendants Pfizer, Pharmacia & Upjohn Company LLC, and Pharmacia LLC, (hereafter “Defendants”) were, and still are, pharmaceutical companies involved in the manufacture, research, development, testing, marketing, distribution, and/or sale of brand name and/or authorized generic Depo-Provera. All Defendants do business in Connecticut by, among other things, distributing, marketing, selling, and/or profiting from brand name and/or authorized generic Depo-Provera in Connecticut and throughout the United States.

JURISDICTION AND VENUE

19. This Court has jurisdiction over the subject matter of this action and the parties.

20. Pfizer is subject to the jurisdiction of this Court because it has transacted business and committed acts directly relating to matters complained of herein within the State of Connecticut.

21. Upjohn is subject to the jurisdiction of this Court because it has transacted business and committed acts directly relating to matters complained of herein within the State of Connecticut.

22. Pharmacia is subject to the jurisdiction of this Court because it has transacted business and committed acts directly relating to matters complained of herein within the State of Connecticut.

23. At all times relevant to this action, Defendants engaged, either directly or indirectly, in the business of designing, developing, marketing, promoting, distributing, and selling prescription drug products, including Depo-Provera, within Connecticut, with a reasonable expectation that the products would be used or consumed in Connecticut, and thus regularly solicited or transacted business in this state.

24. At all times relevant to this action, Defendants were engaged in substantial business activities including disseminating inaccurate, false, and misleading information about Depo-Provera to health care professionals in Connecticut, with a reasonable expectation that such information would be used and relied upon by health care professionals in this state.

25. There is no federal jurisdiction over this matter because Plaintiffs asserts claims against a forum defendant. Defendants are therefore precluded from removing this civil action. 28 U.S.C. § 1441(b)(2) (“A civil action . . . may not be removed if any of the parties properly joined and served as defendants is a citizen of the State in which such action is brought.”).

26. This Court has personal jurisdiction over Defendants pursuant to, and consistent with, Connecticut’s long-arm statute, Conn. Gen. Stat. § 52-59b, and the requirements of Due Process in so far that Defendants, acting through agents or apparent agents, committed one or more of the following:

- a. Defendants transacted, and continue to transact, continuous and systematic business in Connecticut and regularly conduct business, receive substantial revenues, and sell products and perform services in Connecticut;
- b. Defendants engaged in a pattern of marketing, selling, and promoting Depo Provera in every state in the country, including Connecticut;
- c. Defendants caused tortious injury in Connecticut by an act or omission in

Connecticut;

- d. Defendants have caused tortious injury in Connecticut by an act or omission outside of Connecticut and Defendants regularly do or solicit business in Connecticut, engage in any other persistent course of conduct in Connecticut or derive substantial revenue goods used or consumed or services rendered in Connecticut or expect or should reasonably expect their acts to have consequences in Connecticut and they derive substantial revenue from interstate or international commerce;
- e. Defendants have an interest in, use, or possess real property in Connecticut;
- f. Upon information and belief, Defendant Pfizer engaged in research, development, and/or safety and regulatory analysis of Depo Provera, during the relevant time period at issue herein, at their facility located in Groton, CT.
- g. Defendants purposely availed themselves of the privileges of conducting business in Connecticut invoking the benefits and protections of Connecticut law.
- h. Requiring Defendants to litigate this claim in Connecticut does not offend traditional notions of fair play and substantial justice and is permitted by the United States Constitution.

27. Federal question jurisdiction, pursuant to 28 U.S.C. § 1331, does not exist over the claims in this action. Plaintiffs bring this action exclusively under Connecticut law, and the case raises no federal questions and seeks no relief under federal law, statute, regulation, treaty, or Constitution.

FACTUAL ALLEGATIONS

Depo-Provera as a Contraceptive

28. Medroxyprogesterone acetate (MPA) is a synthetic version of the female hormone progesterone, Defendant Pfizer developed, markets, and sells a depot formulation of the drug (depot medroxyprogesterone acetate or DMPA) under the brand name Depo-Provera.

29. Depo-Provera is injected into the muscle tissue of the upper arm or buttocks every three months and is designed to slowly release the active ingredient into the bloodstream over three months. Depo-Provera contains a high dose of medroxyprogesterone acetate (150 mg/mL) that suppresses ovulation and thickens cervical mucus to prevent sperm from successfully reaching the egg.

30. Depo-Provera was labeled for use as a long-acting injectable contraceptive, with each injection providing three months of birth control. The Defendants promoted the drug as a convenient option for women, despite evidence of its long-term risks.

31. Depo-Provera is available by prescription only. It is sometimes administered in the doctor's office, either at the time of prescription or after picking up the prescription from the pharmacy; sometimes, a patient will self-administer the injection at home.

FDA Approval of Depo-Provera for Contraceptive Use

32. Depo-Provera was originally developed by the Upjohn Company (a predecessor to Defendant Pharmacia & Upjohn Co. LLC) in the 1950s. Upjohn Company received FDA approval to market the Depo-Provera as a treatment for habitual or threatened miscarriage and endometriosis in 1960 and as a treatment for advanced endometrial cancer on or about 1969.

33. Depo-Provera's potential as a contraceptive was discovered during its development for other uses. In the 1960's, the Upjohn Company began testing Depo-Provera as a long-acting contraceptive in studies set up in the United States and other developing countries.

34. In 1967, the Upjohn Company felt sufficient data had been accumulated to support submission of a supplemental NDA to the FDA seeking approval of Depo-Provera as a contraceptive. The Upjohn Company simultaneously began submitting its data to health authorities in other countries as well.

35. After years of consideration, the FDA rejected the Upjohn Company's application for the contraceptive use of Depo-Provera in 1978, citing concerns that the drug might cause cancer.³ More specifically, the FDA rejected Depo-Provera for contraceptive use due to concerns about breast cancer risk and tumor development based on animal studies. These studies indicated a strong link between long-term Depo-Provera use and the development of breast tumors in beagles and endometrial cancer in monkeys. The FDA's Center for Drugs and Biologics said of the drug: "Never has a drug whose target population is entirely healthy people been shown to be so pervasively carcinogenic in animals as has Depo-Provera."⁴

36. Following lengthy public hearings on the subject in 1983, an FDA advisory board again recommended that the agency not approve Depo-Provera for contraceptive uses in the United States.⁵ Explaining that the drug appeared to promote cancer in both dogs and monkeys, the board warned that such data "cannot be dismissed as irrelevant to the human without conclusive evidence

³ See, e.g., Washington Post, *Despite Ban, American Indians Given Depo-Provera as Contraceptive*, Aug. 10, 1987 (available at <https://www.washingtonpost.com/archive/lifestyle/wellness/1987/08/11/despite-ban-american-indians-given-depo-provera-as-contraceptive/94cbb91d-6497-4b95-abc-f0ddb7ffd5c7b/>); New York Times, *INJECTED CONTRACEPTIVE: HAZARD OR BOON?*, Jan. 11, 1983 (available at <https://www.nytimes.com/1983/01/11/science/injected-contraceptive-hazard-or-boon.html?searchResultPosition=5>).

⁴ Washington Post, *Despite Ban, American Indians Given Depo-Provera as Contraceptive*, Aug. 10, 1987.

⁵ New York Times, *PANEL ADVISES AGAINST SALE OF CONTRACEPTIVE*, Oct. 27, 1984 (available at <https://www.nytimes.com/1984/10/27/us/panel-advises-against-sale-of-contraceptive.html?searchResultPosition=1>).

to the contrary.”⁶

37. Nevertheless, the Upjohn Company continued to market and sell Depo-Provera abroad. By 1977, Depo-Provera contraception was available in ninety (90) countries.

38. After lobbying efforts and the submission of additional data, Depo-Provera was finally approved by the FDA for use as a contraceptive on October 29, 1992, under NDA 020246. Despite the earlier rejection and concerning animal study results, the Upjohn Company began marketing Depo-Provera as a safe and effective long-term contraceptive option for women, particularly those unable to adhere to daily oral contraceptives.

39. In 1995, the Upjohn Company merged with Pharmacia A.B. to form Pharmacia & Upjohn. The new company, which changed its name to Pharmacia Corporation in 2000, continued its sustained marketing and promotion of Depo-Provera for contraceptive uses.

40. In 2003, Pfizer formally acquired Pharmacia Corporation, at which time Pharmacia Corporation became a wholly owned subsidiary of Pfizer. While the FDA nominally identified “Pharmacia and Upjohn” as the holder of Depo-Provera’s NDA for contraceptive use until 2021 (at which time Pfizer was formally identified as the holder), Pfizer has been the full owner and effective holder of the NDA since 2003.

41. When Pfizer acquired Pharmacia Corporation in 2003, it inherited all of that company’s studies, records, reports, and adverse-event data regarding the use of Depo-Provera for contraception over numerous decades. Nevertheless, Pfizer failed to meaningfully address the growing body of evidence in its possession that the drug increased the risk of hormone-sensitive tumors, including meningiomas. Pfizer is liable for failures to both properly test Depo-Provera for these risks and adequately warn physicians and patients of such risks. In addition, Pfizer’s 2003

⁶ *Id.*

acquisition made it responsible for prior failures of its predecessors (Pharmacia Corporation and the Upjohn Company) to adequately test and warn of the dangers associated with use of Depo-Provera.

The Dangers of Depo-Provera

42. Extensive research and medical information establish the association between Depo-Provera exposure and the development of meningiomas.⁷ Meningioma is a medical condition in which a tumor forms from the membranous layers surrounding the brain and spinal cord. Treatment of meningiomas typically require invasive brain surgery involving removal of a portion of the skull to access the brain and meninges. Radiation therapy and chemotherapy may also be required depending upon the location of the tumor in the brain.

43. The association between progesterone and meningioma has been known, or has been knowable, to the Defendants for decades.

44. Human meningioma cells have been known to have progesterone receptors for over thirty years. In 1983, a study of cytosols from human intracranial meningiomas determined that they contained progesterone receptors in the absence of estrogen receptors.⁸ A follow-up study by the same author in 1987 employed an alternative testing method, a monoclonal antibody-based enzyme immunoassay, to confirm that the progestin receptors detected in meningiomas were true progestin receptors.⁹ By 1990, the presence of receptors for progesterone in the majority of human

⁷ Roland, N. et al, Use of Progestogens and the risk of intracranial meningioma: National case control study. *BMJ* 2024, 384, e078078. Erratum in *BMJ* 2024, 384, q776. <https://doi.org/10.1136/bmj-2030-078078>; PMID: 38537944; PMCID: PMC10966896.

⁸ Blankenstein, M.A, et al., "Presence of progesterone receptors and absence of oestrogen receptors in human intracranial meningioma cytosols," *Eur J Cancer & Clin Oncol*, Vol 19, no. 3, pp. 365-70 (1983).

⁹ Blankenstein, M.A. et al, Assay of oestrogen and progestin receptors in human meningioma cytosols using immunological methods, *Clinica Chimica Acta* 165 (1987) 189-195.

meningioma tumors was described as “well established.”¹⁰

45. Since at least 1989, researchers have observed a relationship between progesterone-inhibiting agents and the growth rate of meningiomas. In particular, meningioma growth was found to be significantly reduced by exposure to anti-progesterone agents.¹¹

46. Broad and consistent recognition that blocking progesterone from binding to meningioma cells prevents or reverses the growth of meningiomas should have alerted sophisticated drug manufacturers, like the Defendants, that high levels of progestins would foster meningioma growth.¹²

47. These studies, issued in the 1980’s, provided consistent findings that progesterone was involved in the occurrence and growth rate of meningiomas and study authors in the 1980s were calling for further study of how progestins influence the growth of meningiomas.¹³ Yet, Defendants seemingly failed to undertake any investigation into the effects of its the high-dose progestin Depo-Provera on the development of meningiomas before obtaining FDA approval to market Depo-Provera as a contraceptive in 1992.

¹⁰ J. W. Koper et al., Effects of Progesterone on the Response to Epidermal Growth Factor and Other Growth Factors in Cultured Human Meningioma Cells, 50 *Cancer Res.* 2604, 2604 (May 1, 1990) (noting that “[t]he occurrence of increased rates of growth of meningiomas *in situ* during pregnancy suggests the existence of a relationship between high progesterone levels and the growth of meningiomas” and citing studies from the 1950s and 1980s associating meningioma growth and pregnancies).

¹¹ *E.g.*, Blankenstein MA, van der Meulen-Dijk C, Thijssen JH. Effect of steroids and antisteroids on human meningioma cells in primary culture. *J Steroid Biochem.* 1989;34(1-6):419-21. doi: 10.1016/0022-4731(89)90119-2. PMID: 2626036; Grunberg, et al., “Treatment of unresectable meningiomas with the antiprogesterone agent mifepristone” *J Neurosurgery*, Vol. 74, No. 6, pp. 861-66 (1991); Matsuda, et al., “Antitumor effects of antiprogesterones on human meningioma cells in vitro and in vivo,” *J Neurosurgery*, Vol. 80, No. 3, pp. 527-34 (1994).

¹² Blankenstein, M.A. et al, Assay of oestrogen and progestin receptors in human meningioma cytosols using immunological methods, *Clinica Chimica Acta* 165 (1987) 189-195.

¹³ *Id.*

48. Pfizer did little better investigating and acting upon the scientific evidence associating Depo-Provera with meningiomas after the FDA approved the drug for contraceptive use in 1992. Indeed, in the years after FDA approval, concerns in the scientific and medical communities regarding the potential link between synthetic progestins, including Depo-Provera, and hormone-sensitive tumors continued to surface.

49. A 2011 Spanish study, published in the *British Journal of Clinical Pharmacology*, showed that women who used cyproterone acetate (a progestin medication) had a significantly higher risk of developing meningiomas. The study identified a dose-response relationship, meaning that the higher the dose a woman used, the higher her risk of developing these tumors.¹⁴

50. More recent studies of progestins have drilled down on their meningioma causing effects. For instance, in 2022 a French study of over 25,000 patients who underwent intercranial meningioma surgery between 2009 and 2018 found a dose-dependent association between progestin use and intracranial meningiomas.¹⁵

51. In 2024, the French National Agency for Medicines and Health Products Safety along with several French neurosurgeons, epidemiologists, clinicians, and researchers published a case control study of over 18,000 women in one of the premier scientific journals in the world, the *British Medical Journal*. The study, referred to as the Roland Study, examined the association

¹⁴ Gil, M; Oliva B; Timoner J; Macia MA; Bryant V; de Abajo FJ. Risk of meningioma among users of high doses of cyproterone acetate as compared with the general population: evidence from a population-based cohort study. *Br J Clin Pharmacol*. 2011 Dec; 72(6): 965-969. *See also* Weill A, Nguyen P, Labidi M, et al. Use of high dose cyproterone acetate and risk of intracranial meningioma in women: cohort study. *BMJ*. 2021;372: n37 (reporting a strong dose-response relationship between CPA and intracranial meningioma).

¹⁵ Hoisnard, L.; Laanani, M.; Passeri, T.; Duranteau, L.; Coste, J.; Zureik, M.; Froelich, S.; Weill, A. Risk of intracranial meningioma with three potent progestogens: A population-based case-control study. *Eur. J. Neurol*. 2022, 29, 2801–2809. <https://doi.org/10.1111/ene.15423>. PMID: 35621369; PMCID: PMC9543130 (observing a “strong association between prolonged exposure to potent progestogens and surgery for meningioma”).

between a wide array of progestins and the risk of developing a meningioma.¹⁶

52. The Roland Study introduced its subject by first discussing the history of concerns over meningiomas associated with high dose progestin medications. It noted that three such medications, chlormadinone acetate, nomegestrol acetate, and cyproterone acetate, had been discontinued in France and the EU pursuant to French and European recommendations to reduce the risk of meningioma attributable to those progestins in 2018 and 2019.¹⁷

53. The Roland Study found that women who used Depo-Provera for more than one year were 5.6 times more likely to develop meningiomas than those who did not use the drug and women with longer durations of exposure were shown to have a greater risk.¹⁸ The study further confirmed that prolonged exposure to medroxyprogesterone acetate stimulated progesterone receptors in the brain's meninges, accelerating tumor growth.

54. The Roland Study's findings are further supported by a recent study of medroxyprogesterone acetate and meningiomas, which was published on September 30, 2024. Referred to as the Griffin Study, it found that patients using medroxyprogesterone acetate faced an increased risk of cerebral meningioma and that the risks continued to increase the longer the duration of use.¹⁹ The study ultimately concludes that "*[w]omen should be cautioned about the prolonged use of MPA [medroxyprogesterone acetate].*"²⁰ As the scientific evidence linking Depo-Provera with an increased risk of meningioma mounted over several decades, the Defendants

¹⁶ Roland, N. et al, *supra* at footnote 6.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ Griffin, R. "The Association between Medroxyprogesterone Acetate Exposure and Meningioma, Dept of Epidemiology, School of Public Health, The University of Alabama at Birmingham.

²⁰ *Id.* at 1 (emphasis added).

failed to provide any such warning to the women taking the drug or the physicians prescribing it to them.

Defendants' Failures to Test Depo-Provera

55. Defendants owed a duty not to subject Plaintiffs to an unreasonable risk of injury due to Depo-Provera. This includes a duty to conduct adequate and well-controlled testing before marketing and during post-marketing surveillance.

56. The Defendants knew or should have known of the potential for Depo-Provera to cause meningioma. The Defendants had a duty to investigate the foreseeable potential that a high dose synthetic progesterone like Depo-Provera would cause or substantially contribute to the growth of meningioma. As large and sophisticated pharmaceutical manufacturers, the Defendants were best positioned to perform such investigations, and had they properly performed their duties to test, the causal relationship between Depo-Provera and meningioma development would have been uncovered decades ago and Plaintiffs (like countless other women) would have been spared the pain and suffering resulting from development of meningioma.

57. Instead, the Defendants chose to forego adequate and appropriate testing that would have addressed health and safety concerns regarding meningioma to maximize profits by continuing to market and sell Depo-Provera without even a meningioma warning.

Defendants' Failures to Warn About the Risk of Meningiomas

58. Based on the medical literature, adverse event reports, epidemiological studies, what was known about progestins and meningiomas, and other evidence linking Depo-Provera to meningiomas, the Defendants knew or should have known that Depo-Provera was not safe for the intended and ordinary purpose for which it is sold and that it was likely to cause, and does cause, serious and debilitating meningiomas.

59. Despite this overwhelming evidence and the Defendants' own knowledge, they failed to warn United States consumers and healthcare providers regarding the increased risk of meningioma. Defendants negligently, willfully, wantonly, and/or recklessly failed to warn about the true risks, dangers, defects, and disadvantages of Depo-Provera related to meningiomas. Defendants suppressed the true risks of Depo-Provera including information about harmful chemicals in Depo-Provera and the increased risk of meningioma attendant to the drug's use. Defendants have underreported and misreported adverse-event information about the propensity of Depo-Provera to cause serious injury, complications, and death. They have misrepresented the efficacy and safety of Depo-Provera, downplayed the risks, and overstated the benefits through various means and media, actively and intentionally misleading the FDA²¹ and the public at large.

60. Defendants ignored and downplayed the significance of adverse event data, studies, and medical literature supporting an increased meningioma risk with Depo-Provera use, thereby misleading consumers into believing that Depo-Provera was safe.

61. Pfizer did not implement a U.S. meningioma warning until December 2025. Pfizer's failure to address these concerns reflects a willful disregard for consumer safety.

62. Pfizer's U.S. label for Depo-Provera has been updated at least a dozen times since Pfizer became the full owner and effective holder of the NDA for Depo-Provera through its acquisition of Pharmacia Corporation in 2003. However, neither Pfizer nor any of the other Defendants sought to add any warning or other information regarding the increased risk of meningioma associated with Depo-Provera use until December 2025.

²¹ Plaintiffs do not claim fraud on the FDA. Rather, the allegations focus on the Defendants' negligence and failure to provide necessary warnings regarding dangers they either knew or should have known. These dangers should have come to light through a thorough review, adequate testing, and diligent post-marketing surveillance.

63. Throughout this period, the Defendants have also failed to take any other steps to warn the medical community or consumers that Depo-Provera increases the risk of meningioma.

64. Following publication of the *Roland* Study, Pfizer did not promptly implement a meningioma warning on the U.S. Depo-Provera labeling that Plaintiffs' prescribers and Plaintiffs relied upon during the relevant periods of use. Although the U.S. label was ultimately amended in or about December 2025 to include meningioma-related risk information, that change came years after substantial scientific evidence had accumulated and after Plaintiffs had already been exposed without adequate U.S. warnings, instructions, or monitoring guidance regarding intracranial meningioma risk associated with prolonged medroxyprogesterone acetate use. Plaintiffs allege that the timing and adequacy of the U.S. warning were unreasonable under the circumstances and did not cure the absence of adequate warnings during Plaintiffs' use.

65. Pfizer's delay in adding U.S. meningioma warning language is particularly notable given that Pfizer had already revised Depo-Provera labeling and patient information in other jurisdictions, including the European Union, the United Kingdom, and Canada (and potentially in other countries), to address meningioma risk. Those foreign label changes further underscore that Pfizer was aware of the risk and had access to warning language and risk-mitigation concepts well before the U.S. label was amended in December 2025.

66. Under a section titled "Special warnings and precautions for use," the Depo-Provera label in the EU now states: "Meningioma-Meningiomas have been reported following long-term administration of progestogens, including medroxyprogesterone acetate. Depo-Provera should be discontinued if a meningioma is diagnosed. Caution is advised when recommending

Depo-Provera to patients with a history of meningioma.”²²

67. The Depo-Provera Package Leaflet used in the UK states “Use of medroxyprogesterone acetate has been linked to the development of a usually benign tumour of the tissue surrounding the brain and spinal cord (meningioma). The risk increases especially when you use it for longer duration (several years).”²³

68. The Canadian label for Depo-Provera has listed “meningioma” among its “Post-Market Adverse Drug Reactions” since 2018. In September 2024, Defendant Pfizer updated its Product Monograph and Patient Information brochure in Canada.²⁴ The Monograph now includes: “Meningiomas have been reported following long-term administration of progestins, including medroxyprogesterone acetate (MPA). MPA should be discontinued if a meningioma is diagnosed. Caution is advised when recommending medroxyprogesterone to patients with a history of meningioma.”

69. Defendants could have added similar language to the US label and package insert for Depo-Provera. Pursuant to Section 314.70 of the FDCA, Pfizer could have filed a “Changes Being Effected” (“CBE”) supplement to make moderate changes to the Depo-Provera label without any prior FDA approval.²⁵ Moderate changes permitted to be made by a CBE supplement include changes reflecting newly acquired information intended to add or strengthen

²² Patient Leaflet, eMC, <https://www.medicines.org.uk/emc/product/6721/smpc#about-medicine> (last updated May 29, 2024).

²³ <https://www.medicines.org.uk/emc/files/pil.6721.pdf?filename=PIL.6721.pdf>

²⁴ DEPO-PROVERA (Medroxyprogesterone Acetate Injectable Suspension, USP), Pfizer, <https://www.pfizer.ca/en/our-products/depo-provera-medroxyprogesterone-acetate-injectable-suspension-usp> (last visited Nov. 26, 2024).

²⁵ 21 C.F.R. Section 314.70.

contraindication, warning, precaution, or adverse reaction.

70. Rather than taking prompt action to add warnings or information about meningioma risk to the Depo-Provera label through the CBE mechanism (which Pfizer was permitted to do prior to receiving FDA approval), Pfizer's US label was not amended to include a meningioma warning until December 2025.²⁶ Pfizer's tardy request to FDA to approve a label change (that Pfizer could have made immediately on its own) suggests that the request to FDA was a strategic move to delay meningioma warnings and information from reaching prescribers and users rather than an authentic effort to provide complete and accurate meningioma risk information to the FDA, healthcare providers and patients.

Introduction of "Authorized Generic" and Generic Versions of Depo-Provera

71. In October of 2002, the original patent for Depo-Provera expired.

72. Following Pfizer's acquisition of Pharmacia in 2003, Pfizer used its wholly-owned subsidiary, Greenstone, to distribute and sell an "authorized generic" version of Depo-Provera. Using its wholly-owned subsidiary, Greenstone, to market, distribute and sell an "authorized generic" version of Depo-Provera enabled Pfizer to effectively retain a large share of the injectable contraceptive market even after patent protection for Depo-Provera expired.

73. The term "authorized generic" is used to describe an "approved brand name drug that is marketed without the brand name on its label. Other than the fact that it does not have the brand name on its label, it is the exact same drug product as the branded product".²⁷ "Authorized Generic" versions of drugs are identical to branded products. Unlike other generics, which must

²⁶ Depo-Provera U.S. Physician Prescribing Information
<https://labeling.pfizer.com/ShowLabeling.aspx?id=522>

²⁷ U.S. Food & Drug Admin., FDA List of Authorized Generic Drugs, FDA.gov (last updated Feb. 22, 2024), <https://www.fda.gov/drugs/abbreviated-new-drug-application-anda/fda-list-authorized-generic-drugs>.

contain only the same active ingredients and have the same pharmaceutical effect but otherwise can contain different additives, “authorized generics” are exact replicas of the brand name drug. The FDA’s website states: “Because an authorized generic drug is marketed under the brand name drug’s New Drug Application (NDA), it is not listed in FDA’s Approved Drug Products With Therapeutic Equivalence Evaluations (the Orange Book). An authorized generic is considered to be therapeutically equivalent to its brand-name drug because it is the same drug.”

74. At all times relevant to this cause of action, Pfizer was the actual manufacturer of the authorized generic product sold by authorized generic distributor Greenstone. Pfizer has stated that Greenstone authorized generics were manufactured “to the same standards *and at the same facilities* as Pfizer brand-name drugs.”²⁸ The authorized generic version of Depo-Provera manufactured by Pfizer for distribution by Greenstone was the exact same drug as branded Depo-Provera.

75. Greenstone operated under the same NDA as Depo-Provera and had Pfizer’s express permission to make, label, distribute, market, and sell Depo-Provera without the brand name on its label.

76. Because the authorized generic product was marketed under the same NDA as the brand-name product and was required to use labeling that matched the NDA labeling, the absence of a meningioma warning on the Depo-Provera label foreseeably deprived users of authorized generic depot medroxyprogesterone acetate of the same material risk information.

77. Upon information and belief, Greenstone did not have independent authority to

²⁸ Press Release, Pfizer, Pfizer’s Greenstone and Digital Men’s Health Clinic Roman Collaborate to Offer Patients Remote Access to the Only FDA-Approved Authorized Generic Version of Viagra® (sildenafil citrate) (Jan. 23, 2020) (emphasis added), <https://www.pfizer.com/news/press-release/press-release-detail/pfizers-greenstone-and-digital-mens-health-clinic-roman>.

implement safety-related labeling changes different from or inconsistent with the Depo-Provera NDA labeling. Pfizer, as the NDA holder and label steward, controlled the content and timing of safety warnings applicable to Depo-Provera and to authorized generic depot medroxyprogesterone acetate marketed under the same NDA.

78. As the holder of the NDA under which Greenstone operated to market authorized generic depot medroxyprogesterone acetate, Pfizer had exclusive control of the label and production of generic Depo-Provera. In fact, Defendant Pfizer lists the labels for both the brand-name and the authorized generic on its website. Pfizer also benefited financially from sales of Depo-Provera and the authorized generic product distributed under the Greenstone label. In fact, Pfizer lists the labels for both the brand-name Depo-Provera and the authorized generic product on its website.²⁹ Pfizer, therefore, had a duty to provide adequate warnings and precautions, including regarding intracranial meningioma risk associated with prolonged exposure to medroxyprogesterone acetate. This is especially relevant because Pfizer itself manufactured both the drug and packaging for its Authorized Generic Distributor. Alternatively, Pfizer could, at any time, have stopped manufacturing or selling the authorized generics.

CORPORATE LIABILITY, VICARIOUS LIABILITY, AND AGENCY

79. Whenever in this Complaint it is alleged that Defendants did or omitted to do any act, it is meant that Defendants' officers, agents, servants, employees, or representatives did or omitted to do such act and that at the time such act or omission was done, it was done with the full authorization or ratification of Defendants or was done in the normal and routine course and scope of employment of Defendants' officers, agents, servants, employees, or representatives.

²⁹ *Depo-Provera Contraceptive Injection*, Pfizer, https://www.pfizer.com/products/product-detail/depo_provera (last visited Oct, 30, 2024).

80. At all times herein mentioned, the officers and/or directors of Defendants participated in, authorized and/or directed the production, labeling, marketing, promotion, prescription, sell, and use of Depo-Provera when they knew, or with the exercise of reasonable care and diligence should have known, of the hazards and dangerous propensities of said product, and thereby actively participated in the tortious conduct that resulted in the injuries suffered by Plaintiff.

81. Upon information and belief, Defendants were each the agent, servant, partner, conspirator, and/or joint venturer of the other. Defendants were, at all relevant times, operating and acting within the purpose and scope of said agency, service, employment, partnership, and/or joint venture and rendered substantial assistance and encouragement to the other knowing that their collective conduct constituted a breach of duty owed to Plaintiffs.

82. Defendants are liable for the acts of their agents to the extent that Defendants delegated, authorized, and ratified another to act on their behalf in furtherance of their objectives relating to the development, design, manufacture, marketing, labeling, promotion, prescription, administration, use and sales of Depo-Provera. In particular, Greenstone acted as Pfizer's authorized generic distributor for depot medroxyprogesterone acetate and, upon information and belief, Pfizer manufactured the product distributed under the Greenstone label and maintained regulatory and labeling control for Depo-Provera and the authorized generic product marketed under the same New Drug Application. Greenstone had no independent authority to alter the labeling content and operated under Pfizer's direction and control, as reflected in Greenstone's sworn declaration and supplemental sworn declaration filed in support of voluntary dismissal in the Depo-Provera Multi-District Litigation pending in the Northern District of Florida, Case No. 3:25-md-3140. Accordingly, Pfizer is legally responsible for Greenstone's acts and omissions

related to the authorized generic distribution, labeling, and warnings for depot medroxyprogesterone acetate.

83. Defendants are liable under the doctrine of *respondeat superior* for harm caused by acts taken by an employee or agent with the express or implied permission of Defendant that provide a benefit to Defendant. Defendants are liable under the doctrine of *respondeat superior* for acts taken by an employee or agent that cause harm and are so common as to be fairly deemed characteristic of the job.

BRAND NAME MANUFACTURER’S LIABILITY

84. Pfizer’s patent for Depo-Provera expired in October of 2002. Thereafter, Pfizer continued to manufacture and market Depo-Provera under its brand name and began distributing an authorized generic version of the drug through its wholly owned subsidiary, Greenstone LLC. Although the authorized generic was labeled under Greenstone’s name, the product itself was manufactured, packaged, and labeled by Pfizer under the original NDA.

85. Authorized generics are manufactured by the brand-name manufacturing company and are identical to the brand-name drug in all respects – other than not having the brand name on the label. An “authorized generic” drug is marketed under the NDA of the brand manufacturer pursuant to a license, contract or agreement with the brand manufacturer.

86. A generic drug is a copy of a brand name drug produced by a company other than the brand-name manufacturer. A generic drug must be the bioequivalent of the brand-name drug; but can have minor differences. A company must submit an Abbreviated New Drug Application (ANDA) to the FDA and be approved before it can market a generic drug product.

87. For “authorized generic” drugs marketed pursuant to an NDA, the brand-name manufacturer must propose the exact text of the label, subject to FDA approval. For generic drugs

marketed pursuant to an ANDA, the safety and efficacy labeling must be identical to that of the brand-name drug. Thus, in both cases, the warnings and precautions on “authorized generic” and generic medroxyprogesterone acetate are required by law to precisely match the warnings used by Pfizer for brand-name Depo-Provera. As a result, Pfizer exerted exclusive control over the contents of the labels used by any “authorized generic” and/or generic versions of Depo-Provera that Plaintiffs may have been prescribed or administered.

88. As the NDA holder for brand-name Depo-Provera, Pfizer could have at any time used the CBE regulation to unilaterally update the brand-name Depo-Provera label to add or strengthen a contraindication, warning, precaution or adverse reaction. Pfizer did not have to await FDA pre-approval to act under the CBE process. Had Pfizer added a warning about meningioma to the brand-name Depo-Provera label, the labels of the “authorized generic” and “generic” products would have been required to add the new warning information as well.

89. Because the “authorized generic” and generic versions of Depo-Provera were required by law to copy the brand name label, it was foreseeable that users of “authorized generic” and generic medroxyprogesterone acetate – just like users of the brand name drug – would be deprived of the ability to make fully informed decisions about using medroxyprogesterone acetate.

90. As the brand-name manufacturer of Depo-Provera and the creator and steward of the Depo-Provera labeling, Pfizer is liable to Plaintiffs for injuries caused by generic medroxyprogesterone acetate-containing drugs required by federal law to have the same label as Depo-Provera.

91. Pfizer is aware that healthcare providers, including physicians and pharmacists, rely on the warnings and label information for Depo-Provera when prescribing and filling prescriptions with “authorized generic” and generic versions of medroxyprogesterone acetate.

92. Pfizer is aware that patients rely on the warnings and label information for Depo-Provera when deciding whether to use “authorized generic” and generic versions of medroxyprogesterone acetate

93. Because the generic label is entirely dictated by the brand-name manufacturer, liability for failures to warn can extend to the brand name manufacturer even when the consumer has used an “authorized generic” or generic version of the product. Pfizer’s responsibilities as the NDA holder and label steward for Depo-Provera, and for authorized generic depot medroxyprogesterone acetate marketed under the same NDA, are the same whether the injection was labeled Depo-Provera or labeled Greenstone.

**EQUITABLE TOLLING, DISCOVERY RULE, FRAUDULENT
CONCEALMENT, AND ESTOPPEL**

94. Plaintiffs have suffered injuries that have a latency period and do not arise and are not detected until significantly after exposure. At the time that Plaintiffs used Depo-Provera, Plaintiffs had no way of knowing about the risk of meningioma associated with the use of Depo-Provera. Defendants did have knowledge and means of obtaining knowledge regarding the risk of meningiomas associated with Depo-Provera but chose instead to conceal the truth that its lucrative product was linked to meningioma. Defendants had the ability to, and did, spend enormous amounts of money in furtherance of the purposes of marketing and promoting a profitable product, notwithstanding the known or knowable risks associated with the product.

95. Plaintiffs could not have afforded to and could not possibly have conducted studies to determine the nature, extent and identity of Depo-Provera’s health risks. As a result, they were forced to rely on Defendants’ representations. As a result of Defendants’ actions, Plaintiffs could not have reasonably known or learned through reasonable diligence that Plaintiffs had been exposed to the risk of meningioma and that the meningiomas they developed were the direct and

proximate result of Defendants' acts and omissions.

96. The expiration of any applicable statute of limitations has been equitably tolled by reason of Defendants' misrepresentation, concealment, and fraudulent conduct. Through affirmative misrepresentations and omissions, Defendants willfully, wantonly, actively, and intentionally concealed from Plaintiffs, Plaintiffs' physicians, the medical community, and the community at large the true risks associated with use of Depo-Provera. Plaintiffs' physicians did not warn Plaintiffs of the true risks of receiving Depo-Provera injections including the increased risk of meningioma. Prior to the Roland 2024 Study, Plaintiffs could not reasonably have known or learned through reasonable diligence that Plaintiffs had been exposed to the risks alleged herein and that those risks were the direct and proximate result of Defendants' acts and omissions.

97. The discovery rule applies to toll the running of the statute of limitations until Plaintiffs knew, or through the exercise of reasonable care and diligence should have known, of facts that Plaintiffs had been injured, the cause of the injury, and the tortious nature of the wrongdoing that caused the injury.³⁰ Within the time period of any applicable statute of limitations, Plaintiffs could not have discovered through the exercise of reasonable diligence that Depo-Provera use caused meningioma. Plaintiffs did not discover and did not know of facts that would cause a reasonable person to suspect that meningioma was associated with use of Depo-Provera until after the publication of the 2024 Roland Study.

98. Defendants are estopped from relying on any statute of limitations because of their concealment of the truth regarding the safety of Depo-Provera. Defendants had a duty to disclose the true character, quality, and nature of Depo-Provera because this was non-public information over which Defendants continue to have control. Defendants knew that this information was not

³⁰ *Lagassey v. State*, 268 Conn. 723, 846 A.2d 831(2004).

available to Plaintiffs, Plaintiffs' medical providers, and/or health facilities, yet Defendants failed to disclose the information to the public, including to the Plaintiffs.

99. Within the time period of any applicable statute of limitations, Plaintiffs could not have discovered through the exercise of reasonable diligence that exposure to Depo-Provera is injurious to human health. Plaintiffs' physicians did not warn Plaintiffs that the true risks of Depo-Provera included the increased risk of meningioma. Plaintiffs did not discover and did not know of facts that would cause a reasonable person to suspect the risk associated with the use of Depo-Provera. Nor would a reasonable and diligent investigation by Plaintiffs have disclosed that Depo-Provera would cause Plaintiffs' illnesses.

100. Plaintiffs bring this action within the prescribed time limit following Plaintiffs' injuries and Plaintiffs' knowledge of the wrongful cause. Prior to such time, Plaintiffs did not know and had no reason to know of their injuries and/or the wrongful cause of those injuries.

101. Plaintiffs were unaware that their Depo-Provera use had any connection to their meningiomas until the large case control study in France, which was published in March 2024, attracted publicity and became broadly known.³¹

102. Plaintiffs bring the following causes of action pursuant to the Connecticut Product Liability Act §52-572m, *et seq.*, various applicable state products liability statutes for the aforementioned states, and applicable common law for the aforementioned states.

CAUSES OF ACTION

COUNT I (ASHLEY BENNETT): VIOLATION OF CONNECTICUT PRODUCT LIABILITY ACT – C.G.S. Sec. 52-577m et. Seq.

103. Plaintiff Ashley Bennett repeats and realleges each and every allegation in the

³¹ Roland, et al., *supra* at footnote 6.

paragraphs 1-102 of this Complaint and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

104. At various times between 2005 and 2017, Plaintiff Ashley Bennett received Depo Provera, also sold as DMPA, injections in the state of North Carolina for contraceptive purposes. On or around September 13, 2024, Plaintiff Ashley Bennett was diagnosed with a meningioma in North Carolina. Since her diagnosis, she undergoes medical monitoring. Specifically, she receives an MRI every few months. At all times that Plaintiff Bennett was using Depo-Provera, Plaintiff Bennett used the drug in an intended or reasonably foreseeable manner as prescribed by her physicians.

105. Plaintiff Bennett was unaware that her Depo-Provera use had any connection to her meningiomas until the issue attracted publicity and became broadly known.

106. Had Plaintiff Bennett known Depo-Provera's unreasonably dangerous characteristics, including that it caused tumors such as meningiomas, Plaintiff Bennett would never have consented to use Depo-Provera. Plaintiff Bennett would instead have used other safer alternative forms of birth control that were in existence and available on the market.

107. At all times relevant hereto, Defendants were under a duty to act reasonably to design, develop, manufacture, compound, test, market, label, and sell a product that did not present a risk of harm or injury to Plaintiffs and to those people receiving Depo-Provera®.

108. At the time of manufacture, compounding, testing, marketing, labeling, and sale of Depo-Provera®, Defendants knew or reasonably should have known Depo-Provera® was designed in such a manner so as to present an unreasonable risk of causing intracranial meningioma.

109. At all times relevant hereto, Defendants failed to adequately warn of material facts

regarding the safety and efficacy of Depo-Provera®. Neither Plaintiff's healthcare providers nor Plaintiff would have used the drug in the manner directed, had those facts been made known to them by Defendants. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling, and/or instructions. The Depo-Provera® used by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed, and sold by Defendants.

110. At all times relevant to this action, Defendants were a "product seller" who engaged in the business of selling Depo-Provera® in Connecticut, and elsewhere throughout the United States, consistent with the definition of such terms as set forth in General Statutes § 52-572m, the Connecticut Products Liability Act ("CPLA"). In addition, Depo-Provera is a product within the ambit of the Connecticut Products Liability Act – C.G.S. Sec. 52-577m et. seq.

111. At all times relevant hereto, Defendants were a "manufacturer" and/or "seller" that designed, developed, formulated, tested, processed, packaged, labeled, or otherwise prepared Depo-Provera® for sale consistent with the definition of such term as set forth in the CPLA.

112. Defendants violated the CPLA and are liable in negligence and strict liability under such Act for actions (or inactions) in the design, testing, labeling, marketing, and/or other actions as a product seller, including as follows:

- a. Defendants negligently designed and formulated Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- b. Defendants negligently produced Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;

- c. Defendants sold the negligently designed and/or manufactured Depo-Provera® intending it to be prescribed to patients such as Plaintiff;
- d. Defendants sold the negligently designed and/or manufactured Depo-Provera® in a condition that made it unreasonably dangerous and unsafe for its intended use;
- e. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® could cause serious and life-threatening intracranial meningioma, which unreasonably exposed Plaintiff to an increased risk of injury and harm;
- f. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® should be discontinued when symptoms of an intracranial meningioma first appear, which unreasonably exposed Plaintiff to an increased risk of developing intracranial meningioma;
- g. Defendants failed to provide adequate warnings to inform users of Depo-Provera® such as Plaintiff and her physicians of the risks and dangers associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- h. Defendants failed to instruct prescribing physicians, including Plaintiff's prescribing physicians, and failed to inform and warn patients such as Plaintiff or her physicians that Depo-Provera® could cause intracranial meningioma;
- i. Defendants failed to adequately and fully research, study, and define the safety

profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;

- j. Defendants failed to provide consumers such as Plaintiff and her physicians with a description of the true safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended purpose;
- k. Defendants misrepresented the true nature of the risks and benefits associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- l. Defendants failed to properly and thoroughly test Depo-Provera® before releasing the drug to market, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- m. Defendants failed to properly and thoroughly analyze the data resulting from the premarketing tests of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- n. Defendants failed to conduct sufficient post-marketing testing and surveillance of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- o. Defendants designed, compounded, manufactured, advertised, distributed, and sold Depo-Provera® to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;

- p. Defendants failed to accompany Depo-Provera® with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Depo-Provera® and the comparative severity of such adverse effects, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- q. Defendants failed to provide warnings, instructions, or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with intracranial meningioma, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- r. Defendants failed to exercise due care when advertising and promoting Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use; and
- s. Defendants negligently continued to manufacture, market, advertise, distribute, and sell Depo-Provera® after they knew or should have known of the adverse effects of the medication.

113. The acts of Defendants constitute violations of the duty of ordinary care and skill owed by Defendants to Plaintiff.

114. Depo-Provera is defective and unreasonably dangerous to consumers, including Plaintiff, because it does not contain adequate warnings or instructions concerning its dangerous characteristics, including its increased risk of developing meningioma. These warnings were under the ultimate control and supervision of Defendants.

115. At all relevant times, Defendants had a duty to properly design, manufacture, test,

market, label, package, handle, distribute, store, sell, provide proper warnings, and/or take such steps as necessary to ensure their Depo-Provera did not cause users and consumers to suffer from unreasonable and dangerous risks. Defendants had a continuing duty to warn Plaintiff of dangers associated with Depo-Provera. Defendants, as a manufacturer or seller of pharmaceutical medication, are held to the knowledge of an expert in the field.

116. At the time of manufacture, Defendants could have provided warnings or instructions regarding the full and complete risks of Depo-Provera, including the risk of meningioma, because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

117. At all relevant times, Defendants failed and deliberately refused to investigate, study, test, or promote the safety or to minimize the dangers to users and consumers of their products and to those who would foreseeably use or be harmed by Defendants' Depo-Provera.

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

119. Defendants knew or should have known that Depo-Provera created significant risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately warn or instruct consumers, i.e., the reasonably foreseeable users, and physicians of the risks of exposure to Depo-Provera. Defendants failed to warn and have wrongfully concealed information concerning the dangerous increase in meningiomas associated with Depo-Provera, and further,

have made false and/or misleading statements concerning the safety of Depo-Provera.

120. The risk of developing meningiomas is a significant danger associated with Depo-Provera, and this risk was known, or should have been known, to Pfizer based on the scientific literature and available data. Despite this knowledge, Pfizer failed to provide adequate warnings or instructions regarding the risk of meningiomas in its product labeling, advertising, or marketing materials.

121. At all relevant times, Defendants' Depo-Provera were expected to and did reach Plaintiff without a substantial change in their anticipated or expected design as manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold by Defendants.

122. At all relevant times, Plaintiff used Depo-Provera for its intended or reasonably foreseeable purposes, without knowledge of their dangerous characteristics.

123. Plaintiff was exposed to Defendants' Depo-Provera without knowledge of its dangerous characteristics. Plaintiff could not have reasonably discovered the defects and risks associated with Depo-Provera prior to or at the time Plaintiff was injected with the drug. Plaintiff and her physicians relied upon the skill, superior knowledge, and judgment of Defendants to know about and disclose serious health risks associated with using Defendants' products.

124. The information that Defendants did provide failed to contain relevant warnings and precautions that would have enabled consumers such as Plaintiff to avoid using the drug. Instead, Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of meningioma associated with use of Depo-Provera.

125. Defendants continued to aggressively promote the safety and efficacy of Depo-Provera, even after they knew or should have known of the unreasonable risks from use or

exposure, and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of Depo-Provera, including meningioma.

126. This alleged failure to warn is not limited to the information contained on Depo-Provera's labeling. Defendants were able, in accord with federal law, to comply with relevant state law by disclosing the known risks associated with Depo-Provera through other non-labeling mediums, e.g., "Dear Doctor" letter — formally known as a "Drug Safety Communication", promotion, advertisements, public service announcements, and/or public information sources. But Defendants did not disclose these known risks through any medium.

127. Had Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Depo-Provera, Plaintiff could have avoided the risk of developing injuries and could have obtained or used safer alternative medication. Defendants did not advise that there existed other, safer but equally effective, alternative contraceptive options. Defendants did not provide adequate safety information to allow Plaintiff and her healthcare providers to make an accurate assessment of which contraceptive product was best for Plaintiff.

128. Defendants' lack of adequate testing and/or the lack of warnings and instructions accompanying Depo-Provera were a substantial factor in causing Plaintiff's injuries.

129. As a direct and proximate result of the Defendants' wrongful conduct and violations of the CPLA, as described herein, Plaintiff has suffered and will continue to suffer serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

COUNT II (ASHLEY BENNETT): CONDUCT IN VIOLATION OF GENERAL

STATUTES § 52-240b – PUNITIVE DAMAGES

130. Plaintiff Ashley Bennett repeats and realleges each and every allegation in paragraphs 1-129 of this complaint and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

131. The actions and inactions of the Defendants, and/or alternatively the employees or agents of Defendants, and their predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in the injury and damages of the Plaintiff.

132. More specifically, Defendants, or alternatively the employees or agents of Defendants, and their predecessors-in-interest, consciously and/or deliberately concealed risks associated with their product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff by failing to act to disclose these risks to Plaintiff or to Plaintiff's healthcare professionals.

133. Defendants' violation of the CPLA and as otherwise detailed herein were committed with reckless disregard for the safety of patients, such as Plaintiff, to whom Depo-Provera® was promoted and sold for use, and as a direct and proximate result of Defendants' reckless disregard for patient safety and the safety of Plaintiff, Plaintiff is entitled to punitive damages.

134. As a direct and proximate result of one or more of these wrongful acts or omissions of Defendants, Plaintiff has suffered and continues to suffer devastating injuries and damages and continues to require medical treatment due to these injuries. Accordingly, Plaintiff seeks and is entitled to compensatory, consequential, and punitive damages in an amount to be determined at trial.

COUNT III (MELODIE ANDERSON): VIOLATION OF CONNECTICUT PRODUCT LIABILITY ACT – C.G.S. Sec. 52-577m et. Seq.

135. Plaintiff Melodie Anderson repeats and realleges each and every allegation in paragraphs 1-102 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

136. At various times between 2000 and 2020, Plaintiff Melodie Anderson received Depo Provera, also sold as DMPA, injections in the state of Washington for contraceptive purposes. On or around February 15, 2018, Plaintiff Melodie Anderson was diagnosed with a meningioma in Washington. On June 9, 2020, she underwent a craniotomy for her meningioma. As a result of her diagnosis and treatment of meningioma, Plaintiff has sustained multiple injuries including but not limited to memory loss and speech issues. At all times that Plaintiff Anderson was using Depo-Provera, Plaintiff Anderson used the drug in an intended or reasonably foreseeable manner as prescribed by her physicians.

137. Plaintiff Anderson was unaware that her Depo-Provera use had any connection to her meningiomas until the issue attracted publicity and became broadly known.

138. Had Plaintiff Anderson known Depo-Provera's unreasonably dangerous characteristics, including that it caused tumors such as meningiomas, Plaintiff Anderson would never have consented to use Depo-Provera. Plaintiff Anderson would instead have used other safer alternative forms of birth control that were in existence and available on the market.

139. At all times relevant hereto, Defendants were under a duty to act reasonably to design, develop, manufacture, compound, test, market, label, and sell a product that did not present a risk of harm or injury to Plaintiff and to those people receiving Depo-Provera®.

140. At the time of manufacture, compounding, testing, marketing, labeling, and sale of Depo-Provera®, Defendants knew or reasonably should have known Depo-Provera® was

designed in such a manner so as to present an unreasonable risk of causing intracranial meningioma.

141. At all times relevant hereto, Defendants failed to adequately warn of material facts regarding the safety and efficacy of Depo-Provera®. Neither Plaintiff's healthcare providers nor Plaintiff would have used the drug in the manner directed, had those facts been made known to them by Defendants. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling, and/or instructions. The Depo-Provera® used by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed, and sold by Defendants.

142. At all times relevant to this action, Defendants were a "product seller" who engaged in the business of selling Depo-Provera® in Connecticut, and elsewhere throughout the United States, consistent with the definition of such terms as set forth in General Statutes § 52-572m, the Connecticut Products Liability Act ("CPLA"). In addition, Depo-Provera is a product within the ambit of the Connecticut Products Liability Act – C.G.S. Sec. 52-577m et. seq.

143. At all times relevant hereto, Defendants were a "manufacturer" and/or "seller" that designed, developed, formulated, tested, processed, packaged, labeled, or otherwise prepared Depo-Provera® for sale consistent with the definition of such term as set forth in the CPLA.

144. Defendants violated the CPLA and are liable in negligence and strict liability under such Act for actions (or inactions) in the design, testing, labeling, marketing, and/or other actions as a product seller, including as follows:

- a. Defendants negligently designed and formulated Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;

- b. Defendants negligently produced Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- c. Defendants sold the negligently designed and/or manufactured Depo-Provera® intending it to be prescribed to patients such as Plaintiff;
- d. Defendants sold the negligently designed and/or manufactured Depo-Provera® in a condition that made it unreasonably dangerous and unsafe for its intended use;
- e. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® could cause serious and life-threatening intracranial meningioma, which unreasonably exposed Plaintiff to an increased risk of injury and harm;
- f. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® should be discontinued when symptoms of an intracranial meningioma first appear, which unreasonably exposed Plaintiff to an increased risk of developing intracranial meningioma;
- g. Defendants failed to provide adequate warnings to inform users of Depo-Provera® such as Plaintiff and her physicians of the risks and dangers associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- h. Defendants failed to instruct prescribing physicians, including Plaintiff's

prescribing physicians, and failed to inform and warn patients such as Plaintiff or her physicians that Depo-Provera® could cause intracranial meningioma;

- i. Defendants failed to adequately and fully research, study, and define the safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- j. Defendants failed to provide consumers such as Plaintiff and her physicians with a description of the true safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended purpose;
- k. Defendants misrepresented the true nature of the risks and benefits associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- l. Defendants failed to properly and thoroughly test Depo-Provera® before releasing the drug to market, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- m. Defendants failed to properly and thoroughly analyze the data resulting from the premarketing tests of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- n. Defendants failed to conduct sufficient post-marketing testing and surveillance of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- o. Defendants designed, compounded, manufactured, advertised, distributed, and sold Depo-Provera® to consumers, including Plaintiff, without an adequate

warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;

- p. Defendants failed to accompany Depo-Provera® with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Depo-Provera® and the comparative severity of such adverse effects, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- q. Defendants failed to provide warnings, instructions, or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with intracranial meningioma, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- r. Defendants failed to exercise due care when advertising and promoting Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use; and
- s. Defendants negligently continued to manufacture, market, advertise, distribute, and sell Depo-Provera® after they knew or should have known of the adverse effects of the medication.

145. The acts of Defendants constitute violations of the duty of ordinary care and skill owed by Defendants to Plaintiff.

146. Depo-Provera is defective and unreasonably dangerous to consumers, including Plaintiff, because it does not contain adequate warnings or instructions concerning its dangerous

characteristics, including its increased risk of developing meningioma. These warnings were under the ultimate control and supervision of Defendants.

147. At all relevant times, Defendants had a duty to properly design, manufacture, test, market, label, package, handle, distribute, store, sell, provide proper warnings, and/or take such steps as necessary to ensure their Depo-Provera did not cause users and consumers to suffer from unreasonable and dangerous risks. Defendants had a continuing duty to warn Plaintiff of dangers associated with Depo-Provera. Defendants, as a manufacturer or seller of pharmaceutical medication, are held to the knowledge of an expert in the field.

148. At the time of manufacture, Defendants could have provided warnings or instructions regarding the full and complete risks of Depo-Provera, including the risk of meningioma, because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

149. At all relevant times, Defendants failed and deliberately refused to investigate, study, test, or promote the safety or to minimize the dangers to users and consumers of their products and to those who would foreseeably use or be harmed by Defendants' Depo-Provera.

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

151. Defendants knew or should have known that Depo-Provera created significant risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately warn

or instruct consumers, i.e., the reasonably foreseeable users, and physicians of the risks of exposure to Depo-Provera. Defendants failed to warn and have wrongfully concealed information concerning the dangerous increase in meningiomas associated with Depo-Provera, and further, have made false and/or misleading statements concerning the safety of Depo-Provera.

152. The risk of developing meningiomas is a significant danger associated with Depo-Provera, and this risk was known, or should have been known, to Pfizer based on the scientific literature and available data. Despite this knowledge, Pfizer failed to provide adequate warnings or instructions regarding the risk of meningiomas in its product labeling, advertising, or marketing materials.

153. At all relevant times, Defendants' Depo-Provera were expected to and did reach Plaintiff without a substantial change in their anticipated or expected design as manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold by Defendants.

154. At all relevant times, Plaintiff used Depo-Provera for its intended or reasonably foreseeable purposes, without knowledge of their dangerous characteristics.

155. Plaintiff was exposed to Defendants' Depo-Provera without knowledge of its dangerous characteristics. Plaintiff could not have reasonably discovered the defects and risks associated with Depo-Provera prior to or at the time Plaintiff was injected with the drug. Plaintiff and her physicians relied upon the skill, superior knowledge, and judgment of Defendants to know about and disclose serious health risks associated with using Defendants' products.

156. The information that Defendants did provide failed to contain relevant warnings and precautions that would have enabled consumers such as Plaintiff to avoid using the drug. Instead, Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and

extent of the risk of meningioma associated with use of Depo-Provera.

157. Defendants continued to aggressively promote the safety and efficacy of Depo-Provera, even after they knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of Depo-Provera, including meningioma.

158. This alleged failure to warn is not limited to the information contained on Depo-Provera's labeling. Defendants were able, in accord with federal law, to comply with relevant state law by disclosing the known risks associated with Depo-Provera through other non-labeling mediums, e.g., "Dear Doctor" letter — formally known as a "Drug Safety Communication", promotion, advertisements, public service announcements, and/or public information sources. But Defendants did not disclose these known risks through any medium.

159. Had Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Depo-Provera, Plaintiff could have avoided the risk of developing injuries and could have obtained or used safer alternative medication. Defendants did not advise that there existed other, safer but equally effective, alternative contraceptive options. Defendants did not provide adequate safety information to allow Plaintiff and her healthcare providers to make an accurate assessment of which contraceptive product was best for Plaintiff.

160. Defendants' lack of adequate testing and/or the lack of warnings and instructions accompanying Depo-Provera were a substantial factor in causing Plaintiff's injuries.

161. As a direct and proximate result of the Defendants' wrongful conduct and violations of the CPLA, as described herein, Plaintiff has suffered and will continue to suffer serious physical

injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

**COUNT IV (MELODIE ANDERSON): CONDUCT IN VIOLATION OF GENERAL
STATUTES § 52-240b – PUNITIVE DAMAGES**

162. Plaintiff Melodie Anderson repeats and realleges each and every allegation in paragraphs 1-102 and 135-161 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

163. The actions and inactions of the Defendants, and/or alternatively the employees or agents of Defendants, and their predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in the injury and damages of the Plaintiff.

164. More specifically, Defendants, or alternatively the employees or agents of Defendants, and their predecessors-in-interest, consciously and/or deliberately concealed risks associated with their product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff by failing to act to disclose these risks to Plaintiff or to Plaintiff's healthcare professionals.

165. Defendants' violation of the CPLA and as otherwise detailed herein were committed with reckless disregard for the safety of patients, such as Plaintiff, to whom Depo-Provera® was promoted and sold for use, and as a direct and proximate result of Defendants' reckless disregard for patient safety and the safety of Plaintiff, Plaintiff is entitled to punitive damages.

166. As a direct and proximate result of one or more of these wrongful acts or omissions of Defendants, Plaintiff has suffered and continues to suffer devastating injuries and damages and

continues to require medical treatment due to these injuries. Accordingly, Plaintiff seeks and is entitled to compensatory, consequential, and punitive damages in an amount to be determined at trial.

**COUNT V (SOPHY TEP): VIOLATION OF CONNECTICUT PRODUCT LIABILITY
ACT – C.G.S. Sec. 52-577m et. Seq.**

167. Plaintiff Sophy Tep repeats and realleges each and every allegation in paragraphs 1-102 of this Complaint and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

168. At various times between 2010 and 2024, Plaintiff Sophy Tep received Depo Provera, also sold as DMPA, injections in the state of Massachusetts for contraceptive purposes. On or around February 15, 2023, Plaintiff Sophy Tep was diagnosed with a meningioma in Massachusetts. On February 17, 2027, she underwent a craniotomy. Plaintiff has received medical monitoring since 2024.

169. At all times that Plaintiff Tep was using Depo-Provera, Plaintiff Tep used the drug in an intended or reasonably foreseeable manner as prescribed by her physicians.

170. Plaintiff Tep was unaware that her Depo-Provera use had any connection to her meningiomas until the issue attracted publicity and became broadly known.

171. Had Plaintiff Tep known Depo-Provera's unreasonably dangerous characteristics, including that it caused tumors such as meningiomas, Plaintiff Tep would never have consented to use Depo-Provera. Plaintiff Tep would instead have used other safer alternative forms of birth control that were in existence and available on the market.

172. At all times relevant hereto, Defendants were under a duty to act reasonably to design, develop, manufacture, compound, test, market, label, and sell a product that did not present a risk of harm or injury to Plaintiff and to those people receiving Depo-Provera®.

173. At the time of manufacture, compounding, testing, marketing, labeling, and sale of Depo-Provera®, Defendants knew or reasonably should have known Depo-Provera® was designed in such a manner so as to present an unreasonable risk of causing intracranial meningioma.

174. At all times relevant hereto, Defendants failed to adequately warn of material facts regarding the safety and efficacy of Depo-Provera®. Neither Plaintiff’s healthcare providers nor Plaintiff would have used the drug in the manner directed, had those facts been made known to them by Defendants. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling, and/or instructions. The Depo-Provera® used by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed, and sold by Defendants.

175. At all times relevant to this action, Defendants were a “product seller” who engaged in the business of selling Depo-Provera® in Connecticut, and elsewhere throughout the United States, consistent with the definition of such terms as set forth in General Statutes § 52-572m, the Connecticut Products Liability Act (“CPLA”). In addition, Depo-Provera is a product within the ambit of the Connecticut Products Liability Act – C.G.S. Sec. 52-577m et. seq.

176. At all times relevant hereto, Defendants were a “manufacturer” and/or “seller” that designed, developed, formulated, tested, processed, packaged, labeled, or otherwise prepared Depo-Provera® for sale consistent with the definition of such term as set forth in the CPLA.

177. Defendants violated the CPLA and are liable in negligence and strict liability under such Act for actions (or inactions) in the design, testing, labeling, marketing, and/or other actions as a product seller, including as follows:

- a. Defendants negligently designed and formulated Depo-Provera® and its

packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;

- b. Defendants negligently produced Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- c. Defendants sold the negligently designed and/or manufactured Depo-Provera® intending it to be prescribed to patients such as Plaintiff;
- d. Defendants sold the negligently designed and/or manufactured Depo-Provera® in a condition that made it unreasonably dangerous and unsafe for its intended use;
- e. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® could cause serious and life-threatening intracranial meningioma, which unreasonably exposed Plaintiff to an increased risk of injury and harm;
- f. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® should be discontinued when symptoms of an intracranial meningioma first appear, which unreasonably exposed Plaintiff to an increased risk of developing intracranial meningioma;
- g. Defendants failed to provide adequate warnings to inform users of Depo-Provera® such as Plaintiff and her physicians of the risks and dangers associated with the use of Depo-Provera®, thereby rendering Depo-Provera®

- unreasonably dangerous and unsafe for its intended use;
- h. Defendants failed to instruct prescribing physicians, including Plaintiff's prescribing physicians, and failed to inform and warn patients such as Plaintiff or her physicians that Depo-Provera® could cause intracranial meningioma;
 - i. Defendants failed to adequately and fully research, study, and define the safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
 - j. Defendants failed to provide consumers such as Plaintiff and her physicians with a description of the true safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended purpose;
 - k. Defendants misrepresented the true nature of the risks and benefits associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
 - l. Defendants failed to properly and thoroughly test Depo-Provera® before releasing the drug to market, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
 - m. Defendants failed to properly and thoroughly analyze the data resulting from the premarketing tests of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
 - n. Defendants failed to conduct sufficient post-marketing testing and surveillance of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;

- o. Defendants designed, compounded, manufactured, advertised, distributed, and sold Depo-Provera® to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- p. Defendants failed to accompany Depo-Provera® with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Depo-Provera® and the comparative severity of such adverse effects, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- q. Defendants failed to provide warnings, instructions, or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with intracranial meningioma, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- r. Defendants failed to exercise due care when advertising and promoting Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use; and
- s. Defendants negligently continued to manufacture, market, advertise, distribute, and sell Depo-Provera® after they knew or should have known of the adverse effects of the medication.

178. The acts of Defendants constitute violations of the duty of ordinary care and skill owed by Defendants to Plaintiff.

179. Depo-Provera is defective and unreasonably dangerous to consumers, including Plaintiff, because it does not contain adequate warnings or instructions concerning its dangerous characteristics, including its increased risk of developing meningioma. These warnings were under the ultimate control and supervision of Defendants.

180. At all relevant times, Defendants had a duty to properly design, manufacture, test, market, label, package, handle, distribute, store, sell, provide proper warnings, and/or take such steps as necessary to ensure their Depo-Provera did not cause users and consumers to suffer from unreasonable and dangerous risks. Defendants had a continuing duty to warn Plaintiff of dangers associated with Depo-Provera. Defendants, as a manufacturer or seller of pharmaceutical medication, are held to the knowledge of an expert in the field.

181. At the time of manufacture, Defendants could have provided warnings or instructions regarding the full and complete risks of Depo-Provera, including the risk of meningioma, because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

182. At all relevant times, Defendants failed and deliberately refused to investigate, study, test, or promote safety or to minimize the dangers to users and consumers of their products and to those who would foreseeably use or be harmed by Defendants' Depo-Provera.

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

184. Defendants knew or should have known that Depo-Provera created significant risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately warn or instruct consumers, i.e., the reasonably foreseeable users, and physicians of the risks of exposure to Depo-Provera. Defendants failed to warn and have wrongfully concealed information concerning the dangerous increase in meningiomas associated with Depo-Provera, and further, have made false and/or misleading statements concerning the safety of Depo-Provera.

185. The risk of developing meningiomas is a significant danger associated with Depo-Provera, and this risk was known, or should have been known, to Pfizer based on the scientific literature and available data. Despite this knowledge, Pfizer failed to provide adequate warnings or instructions regarding the risk of meningiomas in its product labeling, advertising, or marketing materials.

186. At all relevant times, Defendants' Depo-Provera was expected to and did reach Plaintiff without a substantial change in their anticipated or expected design as manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold by Defendants.

187. At all relevant times, Plaintiff used Depo-Provera for its intended or reasonably foreseeable purposes, without knowledge of their dangerous characteristics.

188. Plaintiff was exposed to Defendants' Depo-Provera without knowledge of its dangerous characteristics. Plaintiff could not have reasonably discovered the defects and risks associated with Depo-Provera prior to or at the time Plaintiff was injected with the drug. Plaintiff and her physicians relied upon the skill, superior knowledge, and judgment of Defendants to know about and disclose serious health risks associated with using Defendants' products.

189. The information that Defendants did provide failed to contain relevant warnings and precautions that would have enabled consumers such as Plaintiff to avoid using the drug.

Instead, Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of meningioma associated with use of Depo-Provera.

190. Defendants continued to aggressively promote the safety and efficacy of Depo-Provera, even after they knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of Depo-Provera, including meningioma.

191. This alleged failure to warn is not limited to the information contained on Depo-Provera's labeling. Defendants were able, in accord with federal law, to comply with relevant state law by disclosing the known risks associated with Depo-Provera through other non-labeling mediums, e.g., "Dear Doctor" letter — formally known as a "Drug Safety Communication", promotion, advertisements, public service announcements, and/or public information sources. But Defendants did not disclose these known risks through any medium.

192. Had Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Depo-Provera, Plaintiff could have avoided the risk of developing injuries and could have obtained or used safer alternative medication. Defendants did not advise that there existed other, safer but equally effective, alternative contraceptive options. Defendants did not provide adequate safety information to allow Plaintiff and her healthcare providers to make an accurate assessment of which contraceptive product was best for Plaintiff.

193. Defendants' lack of adequate testing and/or the lack of warnings and instructions accompanying Depo-Provera were a substantial factor in causing Plaintiff's injuries.

194. As a direct and proximate result of the Defendants' wrongful conduct and violations of the CPLA, as described herein, Plaintiff has suffered and will continue to suffer serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

**COUNT VI (SOPHY TEP): CONDUCT IN VIOLATION OF GENERAL STATUTES §
52-240b – PUNITIVE DAMAGES**

195. Plaintiff Sophy Tep repeats and realleges each and every allegation in paragraphs 1-102 and 167-194 of this Complaint and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

196. The actions and inactions of the Defendants, and/or alternatively the employees or agents of Defendants, and their predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in the injury and damages of the Plaintiff.

197. More specifically, Defendants, or alternatively the employees or agents of Defendants, and their predecessors-in-interest, consciously and/or deliberately concealed risks associated with their product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff by failing to act to disclose these risks to Plaintiff or to Plaintiff's healthcare professionals.

198. Defendants' violation of the CPLA and as otherwise detailed herein were committed with reckless disregard for the safety of patients, such as Plaintiff, to whom Depo-Provera® was promoted and sold for use, and as a direct and proximate result of Defendants' reckless disregard for patient safety and the safety of Plaintiff, Plaintiff is entitled to punitive damages.

199. As a direct and proximate result of one or more of these wrongful acts or omissions of Defendants, Plaintiff has suffered and continues to suffer devastating injuries and damages and continues to require medical treatment due to these injuries. Accordingly, Plaintiff seeks and is entitled to compensatory, consequential, and punitive damages in an amount to be determined at trial.

**COUNT VII (ARLETTA SCHWEITZER): VIOLATION OF CONNECTICUT
PRODUCT LIABILITY ACT – C.G.S. Sec. 52-577m et. Seq.**

200. Plaintiff Arletta Schweitzer repeats and realleges each and every allegation in paragraphs 1-102 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

201. At various times between 1994 until 1995, Plaintiff Arletta Schweitzer received Depo Provera, also sold as DMPA, injections in the state of Iowa for contraceptive purposes. On or around October 31, 2018, Plaintiff Arletta Schweitzer was diagnosed with a meningioma in Iowa. On July 7, 2020, she underwent stereotactic radiosurgery. As a result of her diagnosis and treatment of meningioma, Plaintiff has sustained multiple injuries including but not limited to migraines, weakened hearing in left ear, and balance issues.

202. At all times that Plaintiff Schweitzer was using Depo-Provera, Plaintiff Schweitzer used the drug in an intended or reasonably foreseeable manner as prescribed by her physicians.

203. Plaintiff Schweitzer was unaware that her Depo-Provera use had any connection to her meningiomas until the issue attracted publicity and became broadly known.

204. Had Plaintiff Schweitzer known Depo-Provera's unreasonably dangerous characteristics, including that it caused tumors such as meningiomas, Plaintiff Schweitzer would never have consented to use Depo-Provera. Plaintiff Schweitzer would instead have used other safer alternative forms of birth control that were in existence and available on the market.

205. At all times relevant hereto, Defendants were under a duty to act reasonably to design, develop, manufacture, compound, test, market, label, and sell a product that did not present a risk of harm or injury to Plaintiff and to those people receiving Depo-Provera®.

206. At the time of manufacture, compounding, testing, marketing, labeling, and sale of Depo-Provera®, Defendants knew or reasonably should have known Depo-Provera® was designed in such a manner so as to present an unreasonable risk of causing intracranial meningioma.

207. At all times relevant hereto, Defendants failed to adequately warn of material facts regarding the safety and efficacy of Depo-Provera®. Neither Plaintiff's healthcare providers nor Plaintiff would have used the drug in the manner directed, had those facts been made known to them by Defendants. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling, and/or instructions. The Depo-Provera® used by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed, and sold by Defendants.

208. At all times relevant to this action, Defendants were a "product seller" who engaged in the business of selling Depo-Provera® in Connecticut, and elsewhere throughout the United States, consistent with the definition of such terms as set forth in General Statutes § 52-572m, the Connecticut Products Liability Act ("CPLA"). In addition, Depo-Provera is a product within the ambit of the Connecticut Products Liability Act – C.G.S. Sec. 52-577m et. seq.

209. At all times relevant hereto, Defendants were a "manufacturer" and/or "seller" that designed, developed, formulated, tested, processed, packaged, labeled, or otherwise prepared Depo-Provera® for sale consistent with the definition of such term as set forth in the CPLA.

210. Defendants violated the CPLA and are liable in negligence and strict liability under

such Act for actions (or inactions) in the design, testing, labeling, marketing, and/or other actions as a product seller, including as follows:

- a. Defendants negligently designed and formulated Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- b. Defendants negligently produced Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- c. Defendants sold the negligently designed and/or manufactured Depo-Provera® intending it to be prescribed to patients such as Plaintiff;
- d. Defendants sold the negligently designed and/or manufactured Depo-Provera® in a condition that made it unreasonably dangerous and unsafe for its intended use;
- e. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® could cause serious and life-threatening intracranial meningioma, which unreasonably exposed Plaintiff to an increased risk of injury and harm;
- f. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® should be discontinued when symptoms of an intracranial meningioma first appear, which unreasonably exposed Plaintiff to an increased risk of developing intracranial meningioma;

- g. Defendants failed to provide adequate warnings to inform users of Depo-Provera® such as Plaintiff and her physicians of the risks and dangers associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- h. Defendants failed to instruct prescribing physicians, including Plaintiff's prescribing physicians, and failed to inform and warn patients such as Plaintiff or her physicians that Depo-Provera® could cause intracranial meningioma;
- i. Defendants failed to adequately and fully research, study, and define the safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- j. Defendants failed to provide consumers such as Plaintiff and her physicians with a description of the true safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended purpose;
- k. Defendants misrepresented the true nature of the risks and benefits associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- l. Defendants failed to properly and thoroughly test Depo-Provera® before releasing the drug to market, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- m. Defendants failed to properly and thoroughly analyze the data resulting from the premarketing tests of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;

- n. Defendants failed to conduct sufficient post-marketing testing and surveillance of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- o. Defendants designed, compounded, manufactured, advertised, distributed, and sold Depo-Provera® to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- p. Defendants failed to accompany Depo-Provera® with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Depo-Provera® and the comparative severity of such adverse effects, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- q. Defendants failed to provide warnings, instructions, or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with intracranial meningioma, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- r. Defendants failed to exercise due care when advertising and promoting Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use; and
- s. Defendants negligently continued to manufacture, market, advertise, distribute, and sell Depo-Provera® after they knew or should have known of the adverse

effects of the medication.

211. The acts of Defendants constitute violations of the duty of ordinary care and skill owed by Defendants to Plaintiff.

212. Depo-Provera is defective and unreasonably dangerous to consumers, including Plaintiff, because it does not contain adequate warnings or instructions concerning its dangerous characteristics, including its increased risk of developing meningioma. These warnings were under the ultimate control and supervision of Defendants.

213. At all relevant times, Defendants had a duty to properly design, manufacture, test, market, label, package, handle, distribute, store, sell, provide proper warnings, and/or take such steps as necessary to ensure their Depo-Provera did not cause users and consumers to suffer from unreasonable and dangerous risks. Defendants had a continuing duty to warn Plaintiff of dangers associated with Depo-Provera. Defendants, as a manufacturer or seller of pharmaceutical medication, are held to the knowledge of an expert in the field.

214. At the time of manufacture, Defendants could have provided warnings or instructions regarding the full and complete risks of Depo-Provera, including the risk of meningioma, because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

215. At all relevant times, Defendants failed and deliberately refused to investigate, study, test, or promote the safety or to minimize the dangers to users and consumers of their products and to those who would foreseeably use or be harmed by Defendants' Depo-Provera.

216. Even though Defendants knew or should have known that Depo-Provera posed a grave risk of harm, they failed to exercise reasonable care to warn of the dangerous risks associated with use and exposure to Depo-Provera. The dangerous propensities of Depo-Provera, as described

above, were known to Defendants, or scientifically knowable to Defendants through appropriate research and testing by known methods, at the time they distributed, supplied or sold the product, and were not known to end users and consumers, such as Plaintiff.

217. Defendants knew or should have known that Depo-Provera created significant risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately warn or instruct consumers, i.e., the reasonably foreseeable users, and physicians of the risks of exposure to Depo-Provera. Defendants failed to warn and have wrongfully concealed information concerning the dangerous increase in meningiomas associated with Depo-Provera, and further, have made false and/or misleading statements concerning the safety of Depo-Provera.

218. The risk of developing meningiomas is a significant danger associated with Depo-Provera, and this risk was known, or should have been known, to Pfizer based on the scientific literature and available data. Despite this knowledge, Pfizer failed to provide adequate warnings or instructions regarding the risk of meningiomas in its product labeling, advertising, or marketing materials.

219. At all relevant times, Defendants' Depo-Provera were expected to and did reach Plaintiff without a substantial change in their anticipated or expected design as manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold by Defendants.

220. At all relevant times, Plaintiff used Depo-Provera for its intended or reasonably foreseeable purposes, without knowledge of their dangerous characteristics.

221. Plaintiff was exposed to Defendants' Depo-Provera without knowledge of its dangerous characteristics. Plaintiff could not have reasonably discovered the defects and risks associated with Depo-Provera prior to or at the time Plaintiff was injected with the drug. Plaintiff and her physicians relied upon the skill, superior knowledge, and judgment of Defendants to know

about and disclose serious health risks associated with using Defendants' products.

222. The information that Defendants did provide failed to contain relevant warnings and precautions that would have enabled consumers such as Plaintiff to avoid using the drug. Instead, Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of meningioma associated with use of Depo-Provera.

223. Defendants continued to aggressively promote the safety and efficacy of Depo-Provera, even after they knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of Depo-Provera, including meningioma.

224. This alleged failure to warn is not limited to the information contained on Depo-Provera's labeling. Defendants were able, in accord with federal law, to comply with relevant state law by disclosing the known risks associated with Depo-Provera through other non-labeling mediums, e.g., "Dear Doctor" letter — formally known as a "Drug Safety Communication", promotion, advertisements, public service announcements, and/or public information sources. But Defendants did not disclose these known risks through any medium.

225. Had Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Depo-Provera, Plaintiff could have avoided the risk of developing injuries and could have obtained or used safer alternative medication. Defendants did not advise that there existed other, safer but equally effective, alternative contraceptive options. Defendants did not provide adequate safety information to allow Plaintiff and her healthcare providers to make an accurate assessment of which contraceptive

product was best for Plaintiff.

226. Defendants' lack of adequate testing and/or the lack of warnings and instructions accompanying Depo-Provera were a substantial factor in causing Plaintiff's injuries.

227. As a direct and proximate result of the Defendants' wrongful conduct and violations of the CPLA, as described herein, Plaintiff has suffered and will continue to suffer serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

COUNT VIII (ARLETTA SCHWEITZER): CONDUCT IN VIOLATION OF GENERAL STATUTES § 52-240b – PUNITIVE DAMAGES

228. Plaintiff Arletta Schweitzer repeats and realleges each and every allegation in paragraphs 1-102 and 200-227 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

229. The actions and inactions of the Defendants, and/or alternatively the employees or agents of Defendants, and their predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in the injury and damages of the Plaintiff.

230. More specifically, Defendants, or alternatively the employees or agents of Defendants, and their predecessors-in-interest, consciously and/or deliberately concealed risks associated with their product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff by failing to act to disclose these risks to Plaintiff or to Plaintiff's healthcare professionals.

231. Defendants' violation of the CPLA and as otherwise detailed herein were committed with reckless disregard for the safety of patients, such as Plaintiff, to whom Depo-

Provera® was promoted and sold for use, and as a direct and proximate result of Defendants' reckless disregard for patient safety and the safety of Plaintiff, Plaintiff is entitled to punitive damages.

232. As a direct and proximate result of one or more of these wrongful acts or omissions of Defendants, Plaintiff has suffered and continues to suffer devastating injuries and damages and continues to require medical treatment due to these injuries. Accordingly, Plaintiff seeks and is entitled to compensatory, consequential, and punitive damages in an amount to be determined at trial.

COUNT VII (JULIE LOWE): VIOLATION OF CONNECTICUT PRODUCT LIABILITY ACT – C.G.S. Sec. 52-577m et. Seq.

233. Plaintiff Julie Lowe repeats and realleges each and every allegation in paragraphs 1-102 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

234. At various times between 1994 and 2024, Plaintiff Julie Lowe received Depo Provera, also sold as DMPA, injections in the state of Tennessee for contraceptive purposes. On or around December 1, 2017, Plaintiff Julie Lowe was diagnosed with a meningioma in Tennessee. On December 1, 2017, she underwent surgery. From January 15, 2018, through February 23, 2018, she underwent radiation treatment due to her meningioma. Plaintiff has also been found to have a secondary right clinoid meningioma. As a result of her diagnosis and treatment of meningioma, Plaintiff has sustained multiple injuries including but not limited to brain swelling.

235. At all times that Plaintiff Lowe was using Depo-Provera, Plaintiff Lowe used the drug in an intended or reasonably foreseeable manner as prescribed by her physicians.

236. Plaintiff Lowe was unaware that her Depo-Provera use had any connection to her meningiomas until the issue attracted publicity and became broadly known.

237. Had Plaintiff Lowe known Depo-Provera's unreasonably dangerous characteristics, including that it caused tumors such as meningiomas, Plaintiff Lowe would never have consented to use Depo-Provera. Plaintiff Lowe would instead have used other safer alternative forms of birth control that were in existence and available on the market.

238. At all times relevant hereto, Defendants were under a duty to act reasonably to design, develop, manufacture, compound, test, market, label, and sell a product that did not present a risk of harm or injury to Plaintiff and to those people receiving Depo-Provera®.

239. At the time of manufacture, compounding, testing, marketing, labeling, and sale of Depo-Provera®, Defendants knew or reasonably should have known Depo-Provera® was designed in such a manner so as to present an unreasonable risk of causing intracranial meningioma.

240. At all times relevant hereto, Defendants failed to adequately warn of material facts regarding the safety and efficacy of Depo-Provera®. Neither Plaintiff's healthcare providers nor Plaintiff would have used the drug in the manner directed, had those facts been made known to them by Defendants. Therefore, the drug was defective and unreasonably dangerous at the time of release into the stream of commerce due to inadequate warnings, labeling, and/or instructions. The Depo-Provera® used by Plaintiff was in the same condition as when it was manufactured, compounded, inspected, marketed, labeled, promoted, distributed, and sold by Defendants.

241. At all times relevant to this action, Defendants were a "product seller" who engaged in the business of selling Depo-Provera® in Connecticut, and elsewhere throughout the United States, consistent with the definition of such terms as set forth in General Statutes § 52-572m, the Connecticut Products Liability Act ("CPLA"). In addition, Depo-Provera is a product within the ambit of the Connecticut Products Liability Act – C.G.S. Sec. 52-577m et. seq.

242. At all times relevant hereto, Defendants were a “manufacturer” and/or “seller” that designed, developed, formulated, tested, processed, packaged, labeled, or otherwise prepared Depo-Provera® for sale consistent with the definition of such term as set forth in the CPLA.

243. Defendants violated the CPLA and are liable in negligence and strict liability under such Act for actions (or inactions) in the design, testing, labeling, marketing, and/or other actions as a product seller, including as follows:

- t. Defendants negligently designed and formulated Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- u. Defendants negligently produced Depo-Provera® and its packaging, labeling, prescribing information, and patient medication guide, which rendered Depo-Provera® defective;
- v. Defendants sold the negligently designed and/or manufactured Depo-Provera® intending it to be prescribed to patients such as Plaintiff;
- w. Defendants sold the negligently designed and/or manufactured Depo-Provera® in a condition that made it unreasonably dangerous and unsafe for its intended use;
- x. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® could cause serious and life-threatening intracranial meningioma, which unreasonably exposed Plaintiff to an increased risk of injury and harm;
- y. Defendants promoted Depo-Provera® directly to consumers such as Plaintiff

and failed to provide adequate promotional and safety warnings to Plaintiff that Depo-Provera® should be discontinued when symptoms of an intracranial meningioma first appear, which unreasonably exposed Plaintiff to an increased risk of developing intracranial meningioma;

- z. Defendants failed to provide adequate warnings to inform users of Depo-Provera® such as Plaintiff and her physicians of the risks and dangers associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- aa. Defendants failed to instruct prescribing physicians, including Plaintiff's prescribing physicians, and failed to inform and warn patients such as Plaintiff or her physicians that Depo-Provera® could cause intracranial meningioma;
- bb. Defendants failed to adequately and fully research, study, and define the safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- cc. Defendants failed to provide consumers such as Plaintiff and her physicians with a description of the true safety profile of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended purpose;
- dd. Defendants misrepresented the true nature of the risks and benefits associated with the use of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- ee. Defendants failed to properly and thoroughly test Depo-Provera® before releasing the drug to market, thereby rendering Depo-Provera® unreasonably

- dangerous and unsafe for its intended use;
- ff. Defendants failed to properly and thoroughly analyze the data resulting from the premarketing tests of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- gg. Defendants failed to conduct sufficient post-marketing testing and surveillance of Depo-Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- hh. Defendants designed, compounded, manufactured, advertised, distributed, and sold Depo-Provera® to consumers, including Plaintiff, without an adequate warning of the significant and dangerous risks of the medication and without proper instructions to avoid foreseeable harm, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- ii. Defendants failed to accompany Depo-Provera® with proper or adequate warnings or labeling regarding adverse side effects and health risks associated with the use of Depo-Provera® and the comparative severity of such adverse effects, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- jj. Defendants failed to provide warnings, instructions, or other information that accurately reflected the symptoms, scope, and severity of the side effects and health risks, including but not limited to those associated with intracranial meningioma, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use;
- kk. Defendants failed to exercise due care when advertising and promoting Depo-

Provera®, thereby rendering Depo-Provera® unreasonably dangerous and unsafe for its intended use; and

- ll. Defendants negligently continued to manufacture, market, advertise, distribute, and sell Depo-Provera® after they knew or should have known of the adverse effects of the medication.

244. The acts of Defendants constitute violations of the duty of ordinary care and skill owed by Defendants to Plaintiff.

245. Depo-Provera is defective and unreasonably dangerous to consumers, including Plaintiff, because it does not contain adequate warnings or instructions concerning its dangerous characteristics, including its increased risk of developing meningioma. These warnings were under the ultimate control and supervision of Defendants.

246. At all relevant times, Defendants had a duty to properly design, manufacture, test, market, label, package, handle, distribute, store, sell, provide proper warnings, and/or take such steps as necessary to ensure their Depo-Provera did not cause users and consumers to suffer from unreasonable and dangerous risks. Defendants had a continuing duty to warn Plaintiff of dangers associated with Depo-Provera. Defendants, as a manufacturer or seller of pharmaceutical medication, are held to the knowledge of an expert in the field.

247. At the time of manufacture, Defendants could have provided warnings or instructions regarding the full and complete risks of Depo-Provera, including the risk of meningioma, because they knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

248. At all relevant times, Defendants failed and deliberately refused to investigate, study, test, or promote the safety or to minimize the dangers to users and consumers of their

products and to those who would foreseeably use or be harmed by Defendants' Depo-Provera.

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

250. Defendants knew or should have known that Depo-Provera created significant risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately warn or instruct consumers, i.e., the reasonably foreseeable users, and physicians of the risks of exposure to Depo-Provera. Defendants failed to warn and have wrongfully concealed information concerning the dangerous increase in meningiomas associated with Depo-Provera, and further, have made false and/or misleading statements concerning the safety of Depo-Provera.

251. The risk of developing meningiomas is a significant danger associated with Depo-Provera, and this risk was known, or should have been known, to Pfizer based on the scientific literature and available data. Despite this knowledge, Pfizer failed to provide adequate warnings or instructions regarding the risk of meningiomas in its product labeling, advertising, or marketing materials.

252. At all relevant times, Defendants' Depo-Provera were expected to and did reach Plaintiff without a substantial change in their anticipated or expected design as manufactured, tested, marketed, labeled, packaged, handled, distributed, stored, and/or sold by Defendants.

253. At all relevant times, Plaintiff used Depo-Provera for its intended or reasonably foreseeable purposes, without knowledge of their dangerous characteristics.

254. Plaintiff was exposed to Defendants' Depo-Provera without knowledge of its dangerous characteristics. Plaintiff could not have reasonably discovered the defects and risks associated with Depo-Provera prior to or at the time Plaintiff was injected with the drug. Plaintiff and her physicians relied upon the skill, superior knowledge, and judgment of Defendants to know about and disclose serious health risks associated with using Defendants' products.

255. The information that Defendants did provide failed to contain relevant warnings and precautions that would have enabled consumers such as Plaintiff to avoid using the drug. Instead, Defendants disseminated information that was inaccurate, false, and misleading, and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of meningioma associated with use of Depo-Provera.

256. Defendants continued to aggressively promote the safety and efficacy of Depo-Provera, even after they knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of Depo-Provera, including meningioma.

257. This alleged failure to warn is not limited to the information contained on Depo-Provera's labeling. Defendants were able, in accord with federal law, to comply with relevant state law by disclosing the known risks associated with Depo-Provera through other non-labeling mediums, e.g., "Dear Doctor" letter — formally known as a "Drug Safety Communication", promotion, advertisements, public service announcements, and/or public information sources. But Defendants did not disclose these known risks through any medium.

258. Had Defendants provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with their Depo-Provera, Plaintiff could have

avoided the risk of developing injuries and could have obtained or used safer alternative medication. Defendants did not advise that there existed other, safer but equally effective, alternative contraceptive options. Defendants did not provide adequate safety information to allow Plaintiff and her healthcare providers to make an accurate assessment of which contraceptive product was best for Plaintiff.

259. Defendants' lack of adequate testing and/or the lack of warnings and instructions accompanying Depo-Provera were a substantial factor in causing Plaintiff's injuries.

260. As a direct and proximate result of the Defendants' wrongful conduct and violations of the CPLA, as described herein, Plaintiff has suffered and will continue to suffer serious physical injuries, pain and suffering, mental anguish, medical expenses, economic loss, loss of enjoyment of life, disability, and other losses, in an amount to be determined at trial.

COUNT VIII (JULIE LOWE): CONDUCT IN VIOLATION OF GENERAL STATUTES

§ 52-240b – PUNITIVE DAMAGES

261. Plaintiff Julie Lowe repeats and realleges each and every allegation in paragraphs 1-102 and 233-260 of this Complaint, and incorporates each allegation into this Count, as if set forth at length herein, in its entirety.

262. The actions and inactions of the Defendants, and/or alternatively the employees or agents of Defendants, and their predecessors-in-interest, whether taken separately, or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in the injury and damages of the Plaintiff.

263. More specifically, Defendants, or alternatively the employees or agents of Defendants, and their predecessors-in-interest, consciously and/or deliberately concealed risks

associated with their product and nevertheless proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff by failing to act to disclose these risks to Plaintiff or to Plaintiff's healthcare professionals.

264. Defendants' violation of the CPLA and as otherwise detailed herein were committed with reckless disregard for the safety of patients, such as Plaintiff, to whom Depo-Provera® was promoted and sold for use, and as a direct and proximate result of Defendants' reckless disregard for patient safety and the safety of Plaintiff, Plaintiff is entitled to punitive damages.

265. As a direct and proximate result of one or more of these wrongful acts or omissions of Defendants, Plaintiff has suffered and continues to suffer devastating injuries and damages and continues to require medical treatment due to these injuries. Accordingly, Plaintiff seeks and is entitled to compensatory, consequential, and punitive damages in an amount to be determined at trial.

REQUESTED RELIEF

WHEREFORE, Plaintiffs demand trial by jury, and pray for judgment against Defendants as follows:

A judgment against Defendants holding them liable, jointly and severally, for compensatory damages in a reasonable amount determined to be fair and just by the jury in this cause sufficient to adequately compensate Plaintiffs for their harms and losses, including but not limited to damages:

- a. For past and future general damages, the exact amount of which has yet to be ascertained, in an amount which will conform to proof at time of trial;

- b. For past and future economic and special damages, according to proof at the time of trial;
- c. For past and future medical and incidental expenses, according to proof at the time of trial;
- d. For past and future loss of earnings and impaired earning capacity, according to proof at the time of trial; and
- e. For past and future mental and emotional distress, according to proof at the time of trial.
- f. For punitive and exemplary damages in a reasonable amount determined to be fair and just by the jury;
- g. For costs, attorneys' fees, interest, or any other relief, monetary or equitable, to which they are entitled; and
- h. For such other and further relief as the Court may deem just and proper.

JURY TRIAL

Plaintiffs respectfully request a trial by jury in the above case as to all issues.

Dated: February 20, 2026

Respectfully Submitted,

/s/ Neal Moskow
Neal L. Moskow, Esq.
MOSKOW LAW GROUP, LLC
425 Kings Highway East
Fairfield, Connecticut 06825
Tel. (475) 999-4177
Fax. (475) 999-4186
neal@moskowlaw.com
www.moskowlaw.com
Juris No. 443861

To be moved Pro Hac Vice at a later date:

BEN MARTIN LAW GROUP

Ben C. Martin (pro hac vice pending)
Thomas Wm. Arbon (pro hac vice pending)
3500 Maple Avenue, Ste. 400
Dallas, Texas 75219
(214) 761-6614 (telephone)
(214) 744-7590 (facsimile)
bmartin@bencmartin.com
tarbon@bencmartin.com

TEB B LYON & ASSOCIATES, PC

Marquette Wolf (pro hac vice pending)
Richard Mann (pro hac vice pending)
Dennis Weitzel (pro hac vice pending)
1806 LBJ Freeway, Suite 525
Mesquite, Texas 75150
(972-279-6571 (telephone)
(972-279-3021) (facsimile)
mwolf@tedlyon.com
rmann@tedlyon.com
dennis@tedlyon.com

COUNSEL FOR PLAINTIFF

RETURN DATE: MARCH 17, 2026

ASHLEY BENNET;	:	SUPERIOR COURT
MELODIE ANDERSON; SOPHY	:	
TEP; ARLETTA SCHWEITZER; and	:	
JULIE LOWE	:	JUDICIAL DISTRICT OF NEW
	:	LONDON
	:	
	:	
<i>Plaintiffs</i>	:	
	:	
V.	:	February 11, 2026
	:	
	:	
PFIZER, INC.; PHARMACIA & UPJOHN	:	
CO. LLC; and PHARMACIA LLC,	:	
	:	
	:	
<i>Defendants.</i>	:	

STATEMENT OF AMOUNT IN DEMAND

Each Plaintiff demands an amount in excess of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) exclusive of interest and costs.

Dated: February 20, 2026

Respectfully Submitted,

/s/ Neal Moskow
 Neal L. Moskow, Esq.
 MOSKOW LAW GROUP, LLC
 425 Kings Highway East
 Fairfield, Connecticut 06825
 Tel. (475) 999-4177
 Fax. (475) 999-4186
 neal@moskowlaw.com
 www.moskowlaw.com
 Juris No. 443861

To be moved Pro Hac Vice at a later date:

BEN MARTIN LAW GROUP

Ben C. Martin (pro hac vice pending)
Thomas Wm. Arbon (pro hac vice pending)
3500 Maple Avenue, Ste. 400
Dallas, Texas 75219
(214) 761-6614 (telephone)
(214) 744-7590 (facsimile)
bmartin@benmartin.com
tarbon@benmartin.com

TEB B LYON & ASSOCIATES, PC

Marquette Wolf (pro hac vice pending)
Richard Mann (pro hac vice pending)
Dennis Weitzel (pro hac vice pending)
1806 LBJ Freeway, Suite 525
Mesquite, Texas 75150
(972-279-6571 (telephone)
(972-279-3021) (facsimile)
mwolf@tedlyon.com
rmann@tedlyon.com
[*dennis@tedlyon.com*](mailto:dennis@tedlyon.com)

Counsel for Plaintiff