

Samuel v Boehringer Ingelheim Pharms., Inc.

2022 NY Slip Op 33891(U)

November 16, 2022

Supreme Court, New York County

Docket Number: Index No. 155628/2020

Judge: Mary V. Rosado

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 33

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VINOD SAMUEL AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF MARY E.
SAMUEL AND VINOD SAMUEL INDIVIDUALLY,

Plaintiffs,

- v -

BOEHRINGER INGELHEIM PHARMACEUTICALS,
INC., SANOFI US SERVICES INC., CHATTEM,
INC., PFIZER INC., GLAXOSMITHKLINE, LLC.

Defendant.

INDEX NO. 155628/2020

MOTION DATE 04/30/2021

MOTION SEQ. NO. 002

**DECISION + ORDER ON
MOTION**

-----X
HON. MARY V. ROSADO:

The following e-filed documents, listed by NYSCEF document number (Motion 002) 32, 33, 34, 35, 41, 43, 45, 48, 49, 50, 51

were read on this motion to/for

DISMISSAL

Defendants move to dismiss Plaintiffs' claims of design defect, civil conspiracy, concert of action, and vicarious liability. Oral argument was held on June 22, 2022. Christopher Lopalo, Esq. appeared for Vinod Samuel as the personal representative of the Estate of Mary E. Samuel ("Samuel") and Vinod Samuel individually (collectively "Plaintiffs"), Rachel A.H. Horton, Esq. appeared for Defendants Sanofi US Services Inc. ("Sanofi") and Chattem, Inc. ("Chattem"), Julia Zousmer, Esq., appeared for Defendant Boehringer Ingelheim Pharmaceuticals, Inc. ("BI"), and Cole Carter, Esq. and Nicholas Gallagher, Esq. appeared for Defendant Glaxosmithkline, LLC ("GSK") (collectively "Defendants"). Upon the foregoing documents and after oral argument, Defendants' motion to dismiss is granted in part and denied in part

I. Factual Background

From January 2, 2003, to December 16, 2018, Samuel ingested over the counter Zantac, a brand-name antacid (NYSCEF Doc. 2 at ¶ 83). In November of 2018, Plaintiff Mary E. Samuel

was diagnosed with appendiceal cancer which metastasized to her ovaries, colon and fallopian tubes (*id.* at ¶ 83). Samuel died on July 26, 2020, from ovarian and colon cancer. (*id.* at ¶ 6).

Zantac was developed by GSK and approved for prescription use by the U.S. Food and Drug Administration (“FDA”) in 1983 (*id.* at ¶ 16). Zantac became available over the counter (“OTC”) in 1996 through a joint venture between Defendant GSK and Warner-Lambert (NYSCEF Doc. 37). In 1998, the joint venture ended. Warner-Lambert retained control over the sale of OTC Zantac and GSK retained control over the sale of prescription Zantac. (*id.*) In 2000, Defendant Pfizer acquired Warner-Lambert and control over the sale of OTC Zantac (*id.*) Control over OTC Zantac passed to Defendant BI in 2006 followed by Defendant Sanofi in 2017 (*id.*). Although Samuel allegedly never took prescription Zantac, it is alleged that GSK retained control over the rights to manufacture, distribute, and sell prescription Zantac.

On October 2, 2019, the FDA ordered all manufacturers of Zantac to conduct testing for N-Nitrosodimethylamine (“NDMA”) after an independent researcher found unsafe levels of NDMA in Zantac (*id.* at ¶ 22). NDMA is classified by the Environmental Protection Agency (“EPA”) as a probable human carcinogen (*id.* at ¶ 25). Plaintiffs allege Samuel’s cancer was caused by NDMA exposure from Zantac (*id.* at ¶ 6).

Plaintiffs allege that “the high levels of NDMA produced by Zantac are not caused by a manufacturing defect but are inherent to the molecular structure of ranitidine, the active ingredient in Zantac.” (*id.* at ¶ 45). It is alleged that NDMA is produced when ranitidine interacts with nitrates (*id.* at ¶ 53). Zantac was advertised to alleviate symptoms of indigestion and heart burn resulting from eating foods that are high in nitrates (*id.* at ¶ 54). It is further alleged that Zantac decreases the growth of nitrite-reducing bacteria in the gut (*id.* at ¶ 57). Therefore, Plaintiffs allege there is

a harmful cascade effect caused by repeated Zantac usage which decreases nitrite-reducing bacteria in the gut while increasing nitrite levels and exposure to NDMA (*id.* at ¶¶ 57-61).

Plaintiffs allege that Defendants knew Zantac exposed users to unsafe levels of NDMA since 1981 but concealed this danger from consumers by not reporting it to the FDA (*id.* at ¶¶ 72-74). Plaintiffs allege that in 1987, GSK published a clinical study investigating the presence of NDMA and other N-nitroso compounds in the gastric contents of human patients which found no elevated level of NDMA (*id.* at ¶ 80). However, Plaintiffs allege this study was “rigged” by removing from the study all gastric samples that contained ranitidine, the active ingredient in Zantac that produces NDMA when it interacts with nitrates in the stomach (*id.*) Plaintiffs allege this omission was intended to mask the potential cancer risk associated with Zantac (*id.*) Plaintiffs allege that Defendants agreed to suppress this scientific data and failed to comply with FDA regulations which required them to alert the FDA of any harmful information indicated by scientific reports. Plaintiffs allege this suppression occurred in furtherance of the advertising and sales campaign of OTC and Prescription Zantac, which was the first drug to sell over \$1 billion worth of product worldwide.

Plaintiffs claim Samuel did not learn about an alleged link between her cancer and Zantac until April 2020 when she learned through television Zantac allegedly contains high levels of NDMA (*id.* at ¶ 87). Plaintiffs allege Samuel would have avoided Zantac if warned that Zantac may lead to NDMA exposure (*id.* at ¶ 86).

II. Procedural History

Plaintiffs filed their initial Complaint on July 23, 2020, followed by an Amended Complaint on August 4, 2020 (NYSCEF Documents 1-2). In the Amended Complaint, Plaintiffs seek damages under numerous theories including: (1) design defect; (2) failure to warn; (3)

negligence; (4) breach of express warranty; (5) breach of implied warranty; (6) civil conspiracy; (7) concert of action; (8) vicarious liability; (9) punitive damages; (10) loss of consortium, and (11) wrongful death (NYSCEF Doc. 2 at ¶¶ 98 – 219).

In response, Defendants filed a joint partial pre-answer motion to dismiss (NYSCEF Doc. 32). Defendants seek to dismiss Plaintiffs' design defect, civil conspiracy, concert of action, and vicarious liability claims pursuant to CPLR § 3211(a)(7). Defendants argue that the doctrine of implied preemption bars the design defect claims (NYSCEF Doc. 33). Defendants also argue that Plaintiffs' allegations are conclusory or insufficiently pleaded and therefore fail to state causes of action for civil conspiracy and concert of action (*id.*). In opposition, Plaintiffs argue that the doctrine of implied pre-emption does not bar their design defect claim (NYSCEF Doc. 45). Plaintiffs further argue that they satisfied New York's liberal pleading standard and that their allegations are sufficient to survive this motion to dismiss (*id.*)

III. Discussion

A. Motion to Dismiss Standard

When reviewing a pre-answer motion to dismiss for failure to state a claim, the Court must give a plaintiff the benefit of all favorable inferences which may be drawn from the pleadings and determines only whether the alleged facts fit within any cognizable legal theory (*Sassi v Mobile Life Support Services, Inc.*, 37 NY3d 236, 239 [2021]). All factual allegations must be accepted as true (*Allianz Underwriters Ins. Co. v Landmark Ins. Co.*, 13 AD3d 172, 174 [1st Dept 2004]). Conclusory allegations or claims consisting of bare legal conclusions with no factual specificity are insufficient to survive a motion to dismiss (*Godfrey v Spano*, 13 NY3d 358, 373 [2009]; *Barnes v Hodge*, 118 AD3d 633, 633-634 [1st Dept 2014]). A motion to dismiss for failure to state a claim

will be granted if the factual allegations do not allow for an enforceable right of recovery (*Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 142 [2017]).

B. Design Defect and Conflict Preemption (Count I)

By virtue of the Supremacy Clause of Article VI of the United States Constitution, federal statutes, as well as agency regulations validly issued under them, preempt conflicting state laws. (*Balbuena v IDR Realty LLC*, 6 NY3d 388, 356 [2006]). Federal preemption extends to tort law (*People ex rel. Cuomo v First American Corp.*, 18 NY3d 173, 179 [2011]). When deciding whether state law is preempted, a court must ascertain the intent of Congress (*Rosario v Diagonal Realty, LLC*, 8 NY3d 755, 763 [2007]). It is “never assumed lightly that Congress has derogated state regulation, but instead [courts] have addressed claims of pre-emption with the starting presumption that Congress does not intend to supplant state law” (*Nealy v U.S. Healthcare HMO*, 93 NY2d 209, 217 [1999]). The presumption against preemption may be overcome by either an explicit or implicit manifestation of congressional preemptive intent (*Holtzman v Oliensis*, 91 NY2d 488, 494-495 [1998]).

For purposes of our case, the version of preemption the Court must analyze is known as “conflict preemption.” When a state law conflicts with a valid federal statute, the doctrine of conflict preemption applies. A conflict occurs when it is impossible to comply with both federal and state regulations simultaneously, or where state law stands as an obstacle to the accomplishment and execution of the purposes and objectives of Congress (*Doomes v Best Transit Corp.*, 17 NY3d 594, 603 [2011]).

Plaintiffs allege that the OTC Zantac that Samuel ingested could have been made safer by altering the drug’s formula (NYSCEF Doc. 2 at ¶¶ 106, 111). Plaintiffs allege that adding ascorbic acid to each dose of Zantac would have made it less likely that users of OTC Zantac would be

exposed to dangerous levels of NDMA (*id.* at ¶ 111). However, Defendants assert they could not comply with New York's tort standards regarding product safety without FDA approval to change Zantac's chemical formula, thereby making it impossible to comply with state law absent federal approval.

In applying a conflict preemption analysis, a Court must first determine what duties New York law placed on Defendants in designing OTC Zantac (*Mutual Pharmaceutical Co. v Bartlett*, 570 U.S. 472, 477 [2013]). In New York, a product is defectively designed if it is "not reasonably safe because there [is] a substantial likelihood of harm and it was feasible to design the product in a safer manner." (*Doomes v Best Transit Corp.*, 17 NY3d 594, 608 [2011]). The alleged defect must come from "an intentional decision by the manufacturer to configure the product in a particular way" (*Denny v Ford Motor Co.*, 87 NY2d 248, 257 n.3 [1995]). In determining whether a product is reasonably safe, New York utilizes a multi-factor "risk-utility" approach (*Voss v Black & Decker Mfg. Co.*, 59 NY2d 102, 109 [1983]). The factors to be analyzed under a risk-utility approach are:

- (1) the utility of the product to the public as a whole and to the individual user;
- (2) the nature of the product and likelihood it will cause injury;
- (3) the availability of a safer design;
- (4) the potential for designing and manufacturing the product so that it is safer but remains functional and reasonably priced;
- (5) the ability of the plaintiff to have avoided injury by careful use of the product;
- (6) the degree of awareness of the potential danger of the product which reasonably can be attributed to the plaintiff; and
- (7) the manufacturers ability to spread any cost related to improving the safety of the design (*id.*)

Under this analysis, brand-name drug manufacturers can avoid liability under New York law by choosing a safer design for a drug (*Sullivan v Aventis, Inc.*, 2015 WL 4879112 at *5 [SDNY 2015]). In other words, a prima facie case for design defect requires a plaintiff to show that a manufacturer breached the duty to market safe products when it marketed a product designed in a way that was not reasonably safe, and the design defect was a substantial factor in causing

plaintiff's injury (*id.*). Brand-name manufacturers may avoid design defect liability by strengthening a drug's warning label (*Yates v Ortho-McNeil-Janssen Pharmaceuticals, Inc.*, 808 F3d 281, 298 [6th Cir. 2015] [applying New York law]). For drugs that are unavoidably dangerous, it is an affirmative defense that drug manufacturers are not liable if the drugs are "properly prepared and accompanied by proper directions and warning" (*Martin v Hacker*, 83 NY2d 1, 9 [1993]).

The second step in a conflict preemption analysis is to determine if New York's state law duties described above makes compliance with any federal law impossible. Pertinently, C.F.R. 314.70(b) describes when changes to an FDA approved drug require approval by the FDA prior to distribution of the product. Further, C.F.R. 314.70(b)(i) states "changes to the qualitative or quantitative formulation of the drug product, including inactive ingredients, or in the specifications provide in the approved NDA" requires FDA approval.

Defendants rely on the FDA regulations, as well as federal and state precedent, to support their argument that because changes to the chemical composition of Zantac requires FDA approval, Plaintiffs' state law design defect claim must be preempted (*Mutual Pharmaceutical Co. v Bartlett*, 570 US 472, 490 [2013]; *PLIVA Inc. v Mensing*, 564 US 604, 623-24 [2011]; *Yates v Ortho-McNeil Janssen Pharm., Inc.*, 808 F3d 281, 300 [6th Cir. 2015]; *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 2021 WL 76433 at *11 [SD Fla Jan 2021]; *In re: Plavix Prods. Liab. Litig.*, 2018 NY Slip Op 32061(U) [Sup Ct, New York County 2018]).

Plaintiffs rely on *Wyeth v Levine*, 555 US 555 [2009], to argue that its state law design defect claim is not pre-empted. Plaintiffs concede that *Wyeth* only applied to failure to warn claims while here Defendants seek dismissal of Plaintiffs' design defect claim. Plaintiffs also concede that changing the formulation of an approved medicine is a major change requiring FDA

preapproval. Plaintiffs instead argue that Defendants' product was defectively designed because it was "misbranded" in failing to state on the label that it caused cancer. Plaintiffs argue that, per *Wyeth*, it is not impossible to change a label since C.F.R. 314.70(c)(6)(iii)(A) allows the holder of an approved new drug application to commence distribution of a drug without FDA approval if the only change is to "add or strengthen a contraindication, warning, precaution, or adverse reaction."

The United States Supreme Court held in *Mutual Pharmaceutical Co. v Bartlett* that state law causes of action for the alleged defective design of a drug regulated and approved by the FDA are preempted by federal law (570 U.S. 472, 477 [2013] ["once a drug—whether generic or brand-name—is approved, the manufacturer is prohibited from making any major changes to the qualitative or quantitative formulation of the drug product, including active ingredients, or in the specifications provided in the approved application."]) Thus, because Defendants could not make any qualitative or quantitative changes to the formulation of Zantac without FDA's approval, the design defect claim is preempted to the extent it is alleged Zantac's chemical composition was defectively designed (*Yates v Ortho-McNeil-Janssen Pharms., Inc.*, 808 F3d 281, 298 [6th Cir 2015] [applying New York law and finding "to the extent [plaintiff] argues that defendants should have altered the formulation of [the brand name drug] after the FDA had approved [it], we find this claim clearly preempted"]; *Amos v Biogen Idec Inc.*, 28 F Supp3d 164, 169 [WDNY 2014]).

However, to the extent Plaintiffs argue that there exists a design defect due to Defendants' improper labelling, that claim is not preempted (*Wyeth v Levine*, 555 US 555, 568-72 [2009] [the "manufacturer bears responsibility for the content of its label at all times [and] is charged both with crafting an adequate label and with ensuring that its warnings remain adequate as long as the drug is on the market"]). Indeed, "the Supreme Court has made it abundantly clear that the state-

law duty to strengthen a drug's warning label in no way conflicts with the federal statutory and regulatory labeling requirements for brand-name drugs" (*Sullivan, supra* at *6). Proving impossibility preemption is a heavy burden (*Merk Sharp & Dohme Corp. v Albrecht*, —US—, 139 S.Ct. 1668 [2019]). Pursuant to CFR 314.70(C)(6)(iii) (also known as the "Changes Being Effected" or "CBE" regulation) a brand-name manufacturer is allowed to make changes in labeling to strengthen a warning upon obtaining newly acquired information simply by providing the FDA with a supplement for the change. In other words, upon acquiring new information, a brand-name manufacturer may change a drug label to strengthen a warning without FDA approval.

Because FDA approval would not be required to strengthen a label's warning, the portion of Plaintiffs' design defect claim alleging defectively designed labeling survives Defendants' conflict preemption attack (*In re Zantac (Ranitidine) Products Liability Litigation*, 512 F Supp.3d 1278, 1294 [S.D. Fla. 2021] ["because the CBE process enables brand-name drug manufacturers to strengthen warnings on labeling without waiting for FDA approval, a labeling claim against a brand-name drug manufacturer is not necessarily pre-empted"]; *Utts v Bristol-Myers Squibb Company*, 226 F Supp.3d 166, 182 [SDNY 2016] ["if the claim addresses newly acquired information and addresses a design or labeling change that a manufacturer may unilaterally make without FDA approval, then there may be no preemption of the state law claim."]; *Sullivan v Aventis, Inc.*, 2015 WL 4879112 at *6 [SDNY 2015]).

Since this is a motion to dismiss for failure to state a claim, all of Plaintiffs' allegations must be accepted as true and the benefit of all favorable inferences must be given to the Plaintiffs (*Sassi v Mobile Life Support Services, Inc.*, 37 NY2d 236 [2021]). Moreover, it is "never assumed lightly that Congress has derogated state regulation" (*Nealy v U.S. Healthcare HMO*, 93 NY2d 209, 217 [1999]). Finally, the burden to be met on a conflict preemption defense is a heavy one

(*Merck Sharp & Dohme Corp. v Albrecht*, —US—, 139 S.Ct. 1668 [2019]). Given these standards and the application of CFR 314.70(C)(6)(iii), Plaintiffs' design defect claim survives Defendants' motion to dismiss to the extent it alleges the label was defectively designed. However, to the extent Plaintiffs allege a design defect based on chemical composition, that claim is pre-empted.

C. Civil Conspiracy (Count VI) and Concert of Action (Count VII)

Plaintiffs allege that Defendants agreed and conspired to harm Samuel by depriving her of the opportunity of informed choice of the risks associated with OTC Zantac (NYSCEF Doc. 2 at ¶ 196). Plaintiffs allege that Defendants, who were in possession of scientific data which indicated Zantac was unreasonably dangerous, withheld this data and instead released incomplete, outdated, and misleading data (*id.* at ¶ 197). Plaintiffs allege that Defendants agreed and conspired to suppress this scientific information (*id.* at ¶ 80). Plaintiffs allege that the suppression of this scientific information was intentional amongst all Defendants as evidenced by all Defendants collective failure to abide by FDA regulation 21 C.F.R. 314.81(b)(2) which requires annual reports regarding new information about OTC Zantac's safety (*id.* at ¶¶ 73-78).

In New York, civil conspiracy is not an independent cause of action (*Abacus Federal Savings Bank v Lim*, 75 AD3d 472, 474 [1st Dept 2010]). To establish a claim of civil conspiracy, the plaintiff "must demonstrate a primary tort, plus the following four elements: (1) an agreement between two or more parties; (2) an overt act in furtherance of the agreement; (3) the parties' intentional participation in the furtherance of a plan or purpose; and (4) resulting damage or injury" (*id.* quoting *World Wrestling Fedn. Entertainment v Bozell*, 142 F Supp2d 514, 532 [SDNY 2001]). The tort of negligence cannot serve as an underlying tort of civil conspiracy since civil conspiracy requires a showing of intentional conduct (*Rosen v Brown & Williamson Tobacco Corp.*, 11 AD3d 524 [2d Dept 2004]). However, since the failure to warn can be either negligent or willful, this

cause of action can serve as an underlying tort to a claim of civil conspiracy (*Cresser v American Tobacco Co.*, 174 Misc.2d 1, 7 [Sup Ct, Kings County 1997]).

Concert of Action “provides for joint and several liability on the part of all defendants having an understanding, express or tacit, to participate in ‘a common plan or design to commit a tortious act’” (*Rastelli v Goodyear Tire & Rubber Co.*, 79 NY2d 289, 295 [1992]; *Rodriguez v City of New York*, 112 AD3d 905 [2d Dept 2013]). Concerted action liability rests upon the principle that all who participate in a common plan to commit a tortious act and ratify or adopt the acts done for their benefit are equally liable to a plaintiff. In other words, if manufacturers cooperate to conceal product risk and if the concealed risk causes injury, then justice demands a remedy against all culpable participants in the alleged cover-up (*Bichler v Eli Lilly and Co.*, 55 NY2d 571, 584-585 [1982]). The concert of action theory rests upon this principle to justify joint and several liability against any manufacturer that contributes to an injury by coordinating activity with other manufacturers to conceal information (*City of New York v Lead Industries Ass’n, Inc.*, 190 AD2d 173 [1st Dept 1993]).

As this is a motion to dismiss and the Court must accept all allegations as true, the Court finds the allegations alleged meet New York’s pleading standard for both concert of action and civil conspiracy (*Cohen Brothers Realty Corp. v Mapes*, 181 AD3d 401 [1st Dept 2020]; *Rodriguez v City of New York*, 35 AD3d 702, 704 [2d Dept 2006] [claim of concert of action between NYPD and reality TV show to use excessive force in arrest of plaintiff survived motion to dismiss]; *City of New York v Lead Industries Ass’n, Inc.*, 190 AD2d 173, 178 [1st Dept 1993] [defendants accomplished plan of concealing product risk by suppressing knowledge of risk]; *DaSilva v American Tobacco Co.*, 175 Misc.2d 424, 431 [Sup Ct, New York County 1997]

[Complaint alleging that defendant manufacturers disseminated pretextual scientific basis for claims that cigarettes are not harmful to a smoker's health stated claim for civil conspiracy]).

Here, the failure to warn claim is not challenged and serves as a viable underlying intentional tort for the civil conspiracy and concert of action claims. Further, Plaintiffs have pled that Defendants, who were holders of the new drug application for prescription Zantac and OTC Zantac, agreed to advertise and suppress certain scientific knowledge in their possession to further their record breaking global sale of Zantac. Plaintiffs state that in furtherance of this agreement to suppress scientific information from the public, the Defendants did not comply with FDA regulation 21 C.F.R. 314.81(b)(2) causing damage to Plaintiffs and the public.

Given these specific and well-articulated factual allegations in Plaintiffs Amended Complaint, Plaintiffs' concert of action and civil conspiracy claims as they relate to the surviving portion of design defect count or Plaintiffs' failure to warn claim survive. However, since concert of action and civil conspiracy cannot be founded on negligence, the concert of action and civil conspiracy claims are dismissed to the extent they rest on Plaintiffs' negligence claims (*Da Silva v American Tobacco Co.*, 175 Misc.2d 424, 430 [Sup Ct, 1997] [“defendants can neither conspire to commit negligence nor act in concert to commit negligence.”]).

D. Vicarious Liability (Count VIII)

Plaintiffs allege that Samuel purchased Zantac through retail pharmacy outlets, and that Defendants engaged in deceptive trade acts and practices in contravention of General Business Law (“GBL”) §§ 349 and 350. Defendants argue that Plaintiffs have not pled the agency-principal elements between Defendants and the pharmaceutical outlets from which Samuel purchased Zantac to make a vicarious liability claim. In response, Plaintiffs claim they seek to hold Defendants vicariously liable to each other and not to pharmacies. To that end, the vicarious

liability claim is duplicative of the civil conspiracy and concert of action claims, as those causes of action already create joint and several liability. Moreover, a party may not amend a complaint in an opposition brief, and nowhere in the Amended Complaint is it pled that Plaintiffs seek to hold Defendants vicariously liable to each other (*Zutty v Rye Select Broad Market Prime Fund, L.P.*, 33 Misc.3d 1226(A) [Sup Ct, New York County 2011]; *MediaXposure Ltd. (Cayman) v Omnireliant Holdings, Inc.*, 29 Misc.3d 1215(A), *6 [Supt Ct, New York County 2010]). Therefore, Plaintiffs' claim alleging vicarious liability is dismissed without prejudice.

Accordingly, it is hereby

ORDERED that Plaintiffs' design defect claim is preempted to the extent it alleges Defendants are liable for failing to design or change OTC Zantac's chemical formula; and it is further

ORDERED that Plaintiffs' civil conspiracy and concert of action claims are dismissed only to the extent those claims relied on Plaintiffs' negligence claim as an underlying tort; and it is further

ORDERED that Plaintiffs' vicarious liability claim is dismissed without prejudice; and it is further

ORDERED, that counsel for Defendants shall serve a copy of this order along with notice of entry on all parties and the Clerk of this Court within thirty (30) days of this order.

This constitutes the decision and order of the court.

11/16/2022
DATE

Mary V Rosado JSC
HON. MARY V. ROSADO, J.S.C.

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED
<input type="checkbox"/>	GRANTED		
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APPLICATION:

CHECK IF APPROPRIATE:

155628/2020 SAMUEL, MARY E. vs. BOEHRINGER INGELHEIM
Motion No. 002

Page 13 of 13