



Court File No. **VLC-S-S-261063**

No. _____
Vancouver Registry

In the Supreme Court of British Columbia

Between

DIANE DILLON

Plaintiff

and

ELI LILLY AND COMPANY and ELI LILLY CANADA INC.

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

A. Nature of the Action

1. This is a proposed class proceeding for damages arising from the Defendants' GLP-1 Products (as defined herein), which are prescription medications, including the drugs Trulicity, Mounjaro, and Zepbound, that contain active ingredients in the glucagon-like peptide-1 receptor agonist class of medications, including dulaglutide and tirzepatide. This action arises from the Defendants' unlawful, negligent, improper, unfair, and deceptive conduct, practices, and misrepresentations related to, *inter alia*, the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of GLP-1 Products while they knew, or ought to have known, that the drugs were defective and/or posed significant risks that should have been disclosed to patients, regulators, healthcare professionals, and the general public.

2. During the relevant times that the Defendants labelled, marketed, distributed, and sold GLP-1 Products, the Defendants failed to warn consumers adequately, or at all, of significant risks of dangerous side effects linked to the use of GLP-1 Products, including gallbladder-related diseases and other hepatobiliary complications (such as cholecystitis (i.e., gallbladder inflammation), cholelithiasis (i.e., gallstones), and other hepatobiliary diseases), severe gastrointestinal issues (including gastroparesis (i.e., paralyzed stomach), gastrointestinal obstruction, ileus, gastritis, gastroenteritis, and gastroesophageal reflux disease (“GERD”)), malnutrition, blood clotting issues (including deep vein thrombosis and pulmonary embolism), intraoperative pulmonary aspiration (i.e., inhalation of stomach contents during surgery), necrotizing pancreatitis (i.e., severe pancreatic inflammation causing tissue death), vision loss (including non-arteritic anterior ischemic optic neuropathy (“NAION”)), and death. As a result, patients, including the Plaintiff and putative Class Members, have been placed at risk and harmed as a result of the conduct of the Defendants.
3. The Defendants misrepresented that their GLP-1 Products are safe, when in fact these medications cause serious Injuries, Conditions, and Complications (as defined herein). Patients who were prescribed and/or ingested GLP-1 Products were misled as to the drugs’ safety and efficacy and, as a result, have suffered serious Injuries, Conditions, and Complications.

B. The Parties

i. The Plaintiff

4. The Plaintiff, Diane Dillon, resides in Port McNeill, British Columbia and is 76 years old.
5. In or around 2022, the Plaintiff was prescribed and began taking Trulicity as a treatment for type 2 diabetes. The Plaintiff continued to be prescribed and ingest Trulicity on a regular basis for months.
6. While taking her regular prescriptions for Trulicity, the Plaintiff experienced concerning signs and symptoms, including stomach pain, abdominal pain, pelvic pain, nausea, bloating, irregular and painful bowel movements, severe difficulty digesting solid foods, choking and gagging, and deterioration of vision.
7. The Plaintiff has since been diagnosed with gallstones.
8. The Plaintiff's concerning signs and symptoms continued after she stopped Trulicity.
9. The Plaintiff's concerning signs and symptoms continue to this day.
10. The Plaintiff brings this action on her own behalf and on behalf of a class of persons in Canada who are similarly situated, to be further defined on the application for certification (the "Class" or "Class Members").

ii. The Defendants

11. The Defendant, Eli Lilly and Company (which does business as "Eli Lilly"), is a public company organized under the laws of the State of Indiana, United States of

America (“U.S.A.” or the “U.S.”), with a principal place of business in Indianapolis, Indiana. Eli Lilly authors, publishes, and distributes marketing materials, including websites that are promoted as sources of information regarding the safety and efficacy of GLP-1 Products and are accessed by consumers, including in Canada. At times relevant to this action, Eli Lilly has held the Canadian trademarks for “Trulicity,” “Mounjaro,” and “Zepbound.” Eli Lilly is a sponsor or market authorization holder for GLP-1 Products in the U.S., meaning that it is authorized by the U.S. Food and Drug Administration (“FDA”) to sell GLP-1 Products in the U.S. All references in this Notice of Civil Claim to Eli Lilly include all predecessor corporations and all of their divisions.

12. The Defendant, Eli Lilly Canada Inc. (which does business as “Lilly Canada”), is a corporation incorporated under the laws of Ontario, with a principal place of business in Toronto, Ontario. Lilly Canada is the Canadian operation of Eli Lilly. At times relevant to this action, Lilly Canada designed, developed, tested, researched, manufactured, marketed, supplied, distributed, and/or sold GLP-1 Products in Canada. Lilly Canada is the sponsor or market authorization holder for GLP-1 Products in Canada, meaning it is authorized by Health Canada to sell GLP-1 Products in Canada. All references in this Notice of Civil Claim to Lilly Canada include all predecessor corporations and all of their divisions.
13. Lilly Canada is a wholly owned subsidiary of Eli Lilly. At times relevant to this action, Eli Lilly had responsibility for the operations of Lilly Canada.
14. Hereinafter, each of the above Defendants shall be collectively referred to as the “Defendants.”

15. The business of each Defendant is inextricably interwoven with that of the other and each acted as the agent of the other for the purposes of researching, designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, and/or selling, for profit, either directly or indirectly through an agent, affiliate, or subsidiary, GLP-1 Products in Canada. In view of the close relationship between the Defendants, each is jointly and severally liable for the acts and omissions of the other and their predecessors.
16. At all material times, the Defendants were engaged in the business of designing, manufacturing, testing, packaging, promoting, marketing, distributing, labelling, and/or selling GLP-1 Products in Canada. The development of GLP-1 Products for sale in Canada, the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities regarding GLP-1 Products, and other actions central to the allegations of herein were undertaken by the Defendants in British Columbia and elsewhere.

C. The Defendants' GLP-1 Products

17. "GLP-1 Products" are drug products within the glucagon-like peptide-1 (GLP-1) receptor agonist class of medications, including those containing the anatomical therapeutic chemicals "dulaglutide" and/or "tirzepatide" as active pharmaceutical ingredients, that were marketed, sold, and/or otherwise distributed to Canadians by the Defendants, including under the brand names "Trulicity" (as injections in various forms including single-use prefilled pens in doses of 0.75 mg/0.5 mL, 1.5 mg/0.5 mL, 3 mg/0.5 mL, and 4.5 mg/0.5 mL), "Mounjaro" (as injections in various

forms including single-dose prefilled pens or single-dose vials in doses of 2.5 mg/0.5 mL, 5 mg/0.5 mL, 7.5 mg/0.5 mL, 10 mg/0.5 mL, 12.5 mg/0.5 mL, and 15 mg/0.5 mL), and “Zepbound” (as injections in various forms including single-dose pens or single-dose vials in doses of 2.5 mg/0.5 mL, 5 mg/0.5 mL, 7.5 mg/0.5 mL, 10 mg/0.5 mL, 12.5 mg/0.5 mL, and 15 mg/0.5 mL).

18. GLP-1 receptor agonists are a class of medications intended to mimic the glucagon-like peptide-1 hormone.
19. Dulaglutide and tirzepatide are GLP-1 receptor agonists that were developed by Eli Lilly.
20. Tirzepatide is also classified as a glucose-dependent insulinotropic polypeptide (GIP) receptor agonist. GIP receptor agonists are intended to mimic the naturally occurring GIP hormone.
21. Both GLP-1 and GIP hormones belong to the “incretin” class of metabolic hormones.
22. Incretins, including GLP-1 and GIP hormones, stimulate a decrease in blood sugar levels by stimulating insulin production. Incretins are naturally released by the body after eating.
23. In the stomach, GLP-1 hormones inhibit gastric emptying, acid secretion, and motility, which also decreases appetite.
24. GLP-1 and GIP receptor agonist drugs work by binding to cell receptors and producing effects similar to naturally occurring GLP-1 and GIP hormones. As a result, GLP-1 and GIP receptor agonists, including dulaglutide and tirzepatide,

decrease blood sugar levels and suppress appetite, without the need for food ingestion.

25. GLP-1 Products were first approved for sale in North America by the FDA.
26. Eli Lilly is the approved sponsor of GLP-1 Products marketed and sold in the U.S.
27. Dulaglutide was first marketed and sold in North America in the U.S. as an injectable treatment for type 2 diabetes under the brand name Trulicity. Trulicity received its initial FDA approval in or around September 2014.
28. Tirzepatide was first marketed and sold in North America in the U.S. as an injectable treatment for type 2 diabetes under the brand name Mounjaro. Mounjaro received its initial FDA approval in or around May 2022.
29. Tirzepatide has also been marketed and sold in North America in the U.S. as an injectable treatment for chronic weight management under the brand name Zepbound. Zepbound received its initial FDA approval in or around November 2023.
30. GLP-1 Products distributed and sold in the U.S. have been readily accessible to Canadians for purchase and prescription through lawful means. It was reasonably foreseeable that Canadians would obtain and use GLP-1 Products distributed and sold in the U.S., including during periods prior to their approval or sale in Canada.
31. Following their approval in the U.S., GLP-1 Products received Health Canada approval.
32. Trulicity and Mounjaro are approved by Health Canada for the treatment of certain adults with type 2 diabetes mellitus to improve glycemic control. Trulicity is also

approved by Health Canada to reduce the risk of non-fatal stroke in certain adults with type 2 diabetes mellitus. Zepbound is approved by Health Canada for chronic weight management in certain adults. Trulicity, Mounjaro, and Zepbound have been marketed and sold in Canada.

33. Certain Mounjaro and Zepbound products are also marketed and sold in Canada under the names “Mounjaro KwikPen” and “Zepbound KwikPen,” respectively.
34. Lilly Canada is the approved Health Canada sponsor of Trulicity, Mounjaro, and Zepbound in Canada.
35. On or around November 10, 2015, Lilly Canada became the approved market authorization holder for Trulicity (i.e., held the Notice of Compliance for Trulicity). On or around November 24, 2015, following Health Canada approval, Lilly Canada first marketed and sold Trulicity in Canada.
36. On or around November 23, 2022, Lilly Canada became the approved market authorization holder for Mounjaro. On or around October 23, 2023, following Health Canada approval, Lilly Canada first marketed and sold Mounjaro in Canada.
37. On or around May 13, 2025, Lilly Canada became the approved market authorization holder for Zepbound. On or around July 9, 2025, following Health Canada approval, Lilly Canada first marketed and sold Zepbound in Canada.
38. GLP-1 Products are exceedingly popular in North America.
39. Total spending on GLP-1 receptor agonists in the U.S. increased by more than 500% from 2018 to 2023, with spending on dulaglutide increasing from \$5.60

billion in 2018 to \$17.57 billion in 2023 and spending on tirzepatide increasing from \$2.51 billion in 2022 to \$12.42 billion in 2023.

40. In Q4 2023, tirzepatide was the highest-selling new medicine approved in 2022 within member countries of the Organisation for Economic Co-operation and Development (“OECD”). Although tirzepatide was sold in only six OECD countries, including Canada and the U.S., it accounted for 63% of Q4 2023 sales among medicines in the category. In Canada, among medicines first approved in 2022, tirzepatide accounted for 10% of sales in Q4 2023.
41. Health Canada has acknowledged high demand for GLP-1 and dual GLP-1/GIP receptor agonists and has reported drug shortages for GLP-1 Products.
42. In a Drug Supply Notice initially published on or around April 6, 2023, and updated on or around June 4, 2024, Health Canada reported that supply issues affected Trulicity and Mounjaro and that these products may not always be available at pharmacies. Health Canada further indicated that Eli Lilly acknowledged that shortages might not be resolved until the end of 2024.
43. During the period in which the Defendants’ GLP-1 Products have been marketed and sold to Canadians, safer and economically feasible alternative treatments approved for use in Canada existed for the treatment of type 2 diabetes and chronic weight management, including, but not limited to, insulin, metformin, sulfonylureas, sodium-glucose co-transporter 2 (SGLT-2) inhibitors, and non-pharmaceutical options such as diet, exercise, and other non-medicinal therapies.

D. Defendants' Marketing of GLP-1 Products to Canadians

44. The Defendants were engaged in a joint enterprise for the promotion, marketing, packaging, advertising, sale, and distribution of GLP-1 Products in British Columbia and elsewhere in Canada. The Defendants jointly promoted GLP-1 Products through a variety of media sources in British Columbia and elsewhere in Canada.
45. At all material times, the Defendants commissioned promotional materials for GLP-1 Products that were received by Canadians online and on television stations broadcasting to Canadians.
46. With respect to online advertising, marketing advertisements for Mounjaro and Trulicity were placed on Facebook and Instagram.
47. GLP-1 Products have also been heavily promoted on social media. On TikTok, as of September 4, 2025, the hashtag #mounjaro had over 526,000 posts, the hashtag #tirzepatide had over 142,900 posts, and the hashtag #zepbound had over 96,200 posts.
48. Canadians were exposed to commercial advertisements that were created, produced, designed, financed, uploaded, published, and monitored by the Defendants. The marketing materials omitted any, or any sufficient, disclosure of the risks of Injuries, Conditions, and Complications.
49. The Defendants also marketed GLP-1 Products online at dedicated websites accessible to Canadians, including Trulicity.com, Mounjaro.com, and Zepbound.com.

50. Further, the Defendants collectively solicited the initiation and continuation of treatment with GLP-1 Products by offering treatment support and financial assistance to patients through “patient assistance programs,” including “savings cards,” for GLP-1 Products.
51. The “patient support programs” neglected to contemplate support upon the occurrence of Injuries, Conditions, and Complications.
52. The Defendants also promoted GLP-1 Products in Canada with marketing materials, including press releases, which promoted GLP-1 Products to Canadians and represented them, expressly or by implication, as safe and effective. The express or implied representations in these materials included that:
 - (a) GLP-1 Products are safe and effective treatments for patients with type 2 diabetes;
 - (b) GLP-1 Products help patients manage their weight, and patients receiving GLP-1 Products have experienced clinically significant weight loss;
 - (c) GLP-1 Products reduce the risk of major cardiovascular events, including stroke, heart attack, and death;
 - (d) Eli Lilly is a global healthcare company with more than a century of innovation and leadership in diabetes care, and its experience and capabilities enable it to discover and bring life-changing medicines to people who need them; and

(e) GLP-1 Products were an equally safe and effective option for treating diabetes compared to other alternative options with proven efficacy and acceptable safety profiles.

53. The Defendants' marketing materials for GLP-1 Products failed to warn of the risks of Injuries, Conditions, and Complications.

54. The Defendants' marketing and promotional activities were specifically directed at attracting consumers, including Canadians, to seek the initiation and continuation of treatment with GLP-1 Products, while simultaneously failing to sufficiently warn of the risks of developing Injuries, Conditions, and Complications. It was reasonably foreseeable that Canadians would receive messages from these marketing and promotional activities and would act in reliance upon them to purchase and use GLP-1 Products.

E. Risks of Serious Injuries, Conditions, and Complications

55. The ingestion of GLP-1 Products, which alter the human body's natural digestive processes and hormonal activity, can lead to serious adverse side effects with significant consequences, including gallbladder-related diseases and other hepatobiliary complications (such as cholecystitis (i.e., gallbladder inflammation), cholelithiasis (i.e., gallstones), and other hepatobiliary diseases), severe gastrointestinal issues (including gastroparesis (i.e., paralyzed stomach), gastrointestinal obstruction, ileus, gastritis, gastroenteritis, and gastroesophageal reflux disease), malnutrition, blood clotting issues (including deep vein thrombosis and pulmonary embolism), intraoperative pulmonary aspiration (i.e., inhalation of stomach contents during surgery), necrotizing pancreatitis (i.e., severe pancreatic

inflammation causing tissue death), vision loss (including non-arteritic anterior ischemic optic neuropathy), and death.

56. At all material times, the Defendants knew or ought to have known that GLP-1 Products could cause major hepatobiliary complications, including gallbladder-related diseases and other hepatobiliary complications (such as cholecystitis (i.e., gallbladder inflammation), cholelithiasis (i.e., gallstones), and other hepatobiliary diseases), severe gastrointestinal issues (including gastroparesis (i.e., paralyzed stomach), gastrointestinal obstruction, ileus, gastritis, gastroenteritis, and gastroesophageal reflux disease), malnutrition, blood clotting issues (including deep vein thrombosis and pulmonary embolism), intraoperative pulmonary aspiration (i.e., inhalation of stomach contents during surgery), necrotizing pancreatitis (i.e., severe pancreatic inflammation causing tissue death), vision loss (including non-arteritic anterior ischemic optic neuropathy), and death, as well as associated injuries, conditions, complications, and symptoms, including, but not limited to: for cholelithiasis and cholecystitis—pressure or gnawing pain between the shoulder blades, near the rib cage, back, breastbone, or upper abdomen, nausea, vomiting, fever, chills, jaundice, biliary obstruction, and diarrhea; for hepatobiliary illnesses—abdominal and/or back pain, loss of appetite, weight loss, jaundice, itching, fatigue, nausea, vomiting, biliary colic, biliary obstruction, blood clots, deep vein thrombosis, and pulmonary embolism; for gastroparesis—nausea, vomiting, bloating, abdominal pain, indigestion, acid reflux, loss of appetite, and blood glucose instability; for gastrointestinal obstruction—nausea, vomiting, abdominal pain, abdominal distension, diarrhea, incontinence, fever, chills, and

loss of appetite; for vision loss—blurred vision, difficulty reading, visual spots and/or floaters, poor adjustment to changes in light, line distortion, and poor colour perception; and for malnutrition—loss of appetite, fatigue, weight loss, and myalgias (collectively, the “Injuries, Conditions, and Complications”).

57. At all material times, the Defendants knew or ought to have known that specific special populations using GLP-1 Products, including patients with type 2 diabetes, patients with obesity, patients with dyslipidemia, and patients already at risk for the development of hepatobiliary and gastrointestinal disorders, including patients who had previously undergone bariatric surgery, were at an increased or particular risk of Injuries, Conditions, and Complications. These included, without limitation, higher risks of gallbladder events, hepatobiliary illnesses, gastroparesis, and gastrointestinal obstruction among patients with type 2 diabetes and higher risks of gallbladder events among patients with obesity, dyslipidemia, and/or a history of bariatric surgery.

F. Adverse Event Reports and Regulatory Action

58. The increased risks of Injuries, Conditions, and Complications linked to the use of GLP-1 Products, including elevated risks in certain patient cohorts, have been the subject of thousands of adverse event reports filed with, safety reviews undertaken by, and warning communications issued by Health Canada, the FDA, the European Medicines Agency (“EMA”)—the European Union’s agency responsible for the scientific evaluation, supervision and safety monitoring of medicines - and other regulators.

59. Health Canada's Canada Vigilance Adverse Reaction Online Database contains adverse reaction reports regarding suspected adverse reactions to health products, submitted by consumers, health professionals, manufacturers, and distributors (i.e., market authorization holders). Through September 2025, the Canada Vigilance Adverse Reaction Online Database contained over 130 adverse reaction reports involving "dulaglutide" and 90 adverse reaction reports involving "tirzepatide".
60. In the U.S., through September 2025, there were over 168,400 cases filed with the FDA's Adverse Event Reporting System ("FAERS") involving "Trulicity," "Mounjaro," "Zepbound," "dulaglutide," and/or "tirzepatide," including over 28,900 serious cases and more than 1,400 deaths.
61. Many of these adverse event reports involved serious gastrointestinal and/or hepatobiliary issues.
62. In addition to the filing of numerous adverse event reports, various regulators have taken action to investigate potential serious side effects and to notify drug companies, patients, and healthcare professionals about the increased risks of Injuries, Conditions, and Complications associated with the use of GLP-1 Products.
63. On or around April 26, 2018, the EMA published a report from its Pharmacovigilance Risk Assessment Committee ("PRAC") concerning dulaglutide, which concluded that "cholelithiasis and cholecystitis should be added to the list of adverse drug reactions of dulaglutide." The EMA report further noted that a "high number of cholelithiasis and cholecystitis cases have been reported

with dulaglutide” and that “a mechanistic plausibility has been described for dulaglutide and gallbladder disease”.

64. In or around the fourth quarter of 2021, the FDA disclosed that several GLP-1 receptor agonists, including Trulicity, were under evaluation for the potential safety issue of “Gallbladder related disorders” following the identification of potential signals of serious risks and/or new safety information in FAERS. The FDA stated that it was “evaluating the need for regulatory action.” The bulletin was later updated to state that “The "Warnings and Precautions", "Adverse Reactions", and "Patient Counseling Information" sections of the GLP-1 analogues labeling were updated between March 2022 and June 2022 to include information about acute gallbladder disease.”
65. In or around the third quarter of 2022, the FDA disclosed that several GLP-1 receptor agonists, including Trulicity and Mounjaro, were under evaluation for the potential safety issue of “Intestinal obstruction” following the identification of potential signals of serious risks and/or new safety information in FAERS. The FDA stated that it was “evaluating the need for regulatory action.”
66. In or around the fourth quarter of 2023, the FDA disclosed that GLP-1 receptor agonists, including Trulicity, Mounjaro, and Zepbound, were under evaluation for the potential safety issue of “Aspiration” following the identification of potential signals of serious risks and/or new safety information in FAERS. The FDA stated that it was “evaluating the need for regulatory action.”
67. On or around October 6, 2023, following the publication of a study concluding that the use of GLP-1 receptor agonists for weight loss was associated with increased

risk of gastroparesis and bowel obstruction compared to the older obesity drug bupropion-naltrexone, it was reported that Health Canada would review the study and available evidence to determine whether safety warnings for GLP-1 receptor agonists required updating.

68. On or around November 22, 2023, the EMA's PRAC published a report concerning GLP-1 receptor agonists, including dulaglutide and tirzepatide, stating that "Having considered the available evidence from case reports in EudraVigilance and the literature, PRAC agreed that further evaluation on the signal of aspiration and pneumonia aspiration is warranted."
69. On or around August 23, 2024, the EMA's PRAC published a report concerning GLP-1 receptor agonists, including dulaglutide and tirzepatide, stating that "the known delayed gastric emptying could increase the risk for aspiration and pneumonia aspiration in association with anaesthesia and deep sedation during concomitant administration with GLP-1 receptor agonists" and that "the product information of GLP-1 receptor agonists should be updated to add a warning regarding the fact that cases of pulmonary aspiration have been reported in patients receiving GLP-1 receptor agonists undergoing general anaesthesia or deep sedation."
70. On or around December 12, 2024, the EMA's PRAC published a report concerning tirzepatide, stating that "In view of available data on delayed gastric emptying from clinical trials, spontaneous reports including in some cases a close temporal relationship, a positive de-challenge and/or re-challenge and in view of a plausible mechanism of action for delayed gastric emptying, the PRAC considers a causal

relationship between tirzepatide and delayed gastric emptying is at least a reasonable possibility” and that “The PRAC concluded that the product information of products containing tirzepatide should be amended accordingly.”

71. In or around the first quarter of 2025, the FDA disclosed that several GLP-1 receptor agonists, including Trulicity, Mounjaro, and Zepbound, were under evaluation for the potential safety issue of “Non-arteritic anterior ischemic optic neuropathy (NAION)” following the identification of potential signals of serious risks and/or new safety information in FAERS. The FDA stated that it was “evaluating the need for regulatory action.”
72. On or around March 27, 2025, the EMA’s PRAC published a report concerning tirzepatide, stating that “the product information should be updated to add delayed gastric emptying and dysaesthesia as undesirable effects with frequency ‘uncommon’” and that “the product information should be updated to amend the warning regarding ‘aspiration in association with general anaesthesia or deep sedation’”.
73. In or around the third quarter of 2025, the FDA disclosed that GLP-1 receptor agonists, including Trulicity, Mounjaro, and Zepbound, were under evaluation for the potential safety issue of “Intestinal obstruction and fecal impaction” following the identification of potential signals of serious risks and/or new safety information in FAERS. The FDA stated that it was “evaluating the need for regulatory action.”
74. The Defendants knew or ought to have known of the numerous adverse event reports and regulatory notices identifying the potential risks of GLP-1 Products to cause Injuries, Conditions, and Complications.

G. Scientific Literature

75. In addition to being the subject of adverse event reports and regulatory actions, GLP-1 Products were also the subject of multiple research studies examining the links between GLP-1 Products and the risks of Injuries, Conditions, and Complications, including, but not limited to:

- (a) A 2015 study comprising over 800 patients examining the efficacy and safety of dulaglutide compared to insulin glargine, which documented nausea and diarrhea as the most frequently reported adverse events among patients taking dulaglutide;
- (b) A 2017 article evaluating various GLP-1 receptor agonists, including dulaglutide, which concluded that these drugs were associated with an increased risk of cholelithiasis;
- (c) A 2018 article describing a phase 1 study involving over 140 participants testing tirzepatide in healthy subjects and patients with type 2 diabetes, which found gastrointestinal events to be the most common adverse events in both cohorts;
- (d) A 2018 double-blind, randomized, phase 2 study involving over 250 participants, which reported that gastrointestinal events were the most common adverse events among tirzepatide users, with incidence increasing by dose;
- (e) A 2018 study comparing semaglutide and dulaglutide involving nearly 600 dulaglutide patients, which documented gastrointestinal disorders as the

most common adverse events, including 243 reports of gastrointestinal adverse events and four fatalities in the dulaglutide groups;

- (f) A 2019 randomized, double-blind, placebo-controlled trial of dulaglutide conducted at 371 sites across 24 countries, which reported a significantly higher percentage of gastrointestinal adverse events among dulaglutide recipients compared to placebo;
- (g) A 2020 review of 30 clinical trials comparing the safety and tolerability of GLP-1 receptor agonists, which concluded that dulaglutide is associated in a dose-dependent manner with increased gastrointestinal adverse events;
- (h) A 2020 dose-escalation study of tirzepatide involving over 100 patients, which reported that the incidence of nausea among tirzepatide-treated patients was three to five times higher than in placebo-treated patients;
- (i) A 2020 meta-analysis of 43 studies involving 38,953 patients, which concluded that GLP-1 receptor agonist use was associated with a significantly increased risk of cholelithiasis;
- (j) A 2021 multinational phase 3 trial involving over 1,400 participants, which found higher incidences of nausea, diarrhea, decreased appetite, and vomiting in tirzepatide-treated patients compared to insulin-treated patients;
- (k) A 2021 case report documenting dulaglutide-associated gastroparesis initially misdiagnosed as diabetic gastroparesis;
- (l) A 2021 case report documenting cholecystitis following dulaglutide use resulting in gangrenous gallbladder and cholecystectomy;

- (m) A 2021 case report documenting severe necrotizing pancreatitis associated with dulaglutide use;
- (n) A 2022 clinical trial involving over 2,500 participants receiving tirzepatide or placebo, which reported higher rates of gastrointestinal adverse events and cholecystitis in the tirzepatide groups;
- (o) A 2022 review article reporting that GLP-1 receptor agonists were associated with acute pancreatitis, including fatal and non-fatal hemorrhagic or necrotizing pancreatitis, and documenting a higher number of adjudicated pancreatitis events in tirzepatide-treated patients compared to comparator groups;
- (p) A 2022 systematic review and meta-analysis identifying a significant association between dulaglutide use and gallbladder or biliary diseases;
- (q) A 2022 FAERS-based analysis of over 21,000 gastrointestinal toxicity reports associated with GLP-1 receptor agonists, identifying a significant association particularly attributable to dulaglutide;
- (r) A 2022 article describing seven cases of acute cholecystitis associated with dulaglutide use, all with serious outcomes;
- (s) A 2022 meta-analysis concluding that tirzepatide use was associated with significantly higher rates of nausea, vomiting, diarrhea, and gastrointestinal adverse events compared to placebo and insulin;

- (t) A 2022 systematic review of case reports and case series identifying gastrointestinal problems as the most frequently reported adverse drug reactions associated with GLP-1 receptor agonists;
- (u) A 2023 case report documenting clinically significant gastric aspirate in a patient receiving a GLP-1 receptor agonist prior to surgery, highlighting anaesthesia-related risks; and
- (v) A 2023 review of over 4,100 upper gastrointestinal endoscopy cases following GLP-1 receptor agonist prescription, documenting multiple episodes of pulmonary aspiration, and identifying impaired gastric motility as a potential mechanism.

76. The Defendants knew or ought to have known of the numerous scientific articles and studies identifying the potential risks of GLP-1 Products to cause Injuries, Conditions, and Complications

H. Product Monographs

77. As the designers, developers, manufacturers, distributors, marketers, and sellers of GLP-1 Products in Canada and to Canadians, the Defendants, including in particular those Defendants who are sponsors of GLP-1 Products in Canada and the U.S., have at all material times been responsible for ensuring that Canadian consumers and their healthcare professionals are fully and adequately warned of any foreseeable health risks and adverse side effects associated with GLP-1 Products.

78. One means by which the Defendants must communicate risks and adverse side effects associated with GLP-1 Products is through the Canadian product monographs for GLP-1 Products (the “Product Monographs”). The Product Monographs are documents containing information on the uses, dosages, and risks associated with GLP-1 Products. “Part I” of the Product Monograph is directed at healthcare professionals in Canada. “Part III” of the Product Monograph is directed at consumers in Canada.
79. The Product Monographs are distributed by the Defendants directly and indirectly to healthcare professionals and individual patients in Canada. The Product Monographs are also made available on the Defendants’ Canadian websites.
80. Despite all available information regarding the Injuries, Conditions, and Complications linked to the use of GLP-1 Products’ use, the Defendants were negligent and failed to adequately or appropriately publish or update warning information in the Product Monographs in a timely manner, or to take adequate or appropriate steps to warn the medical community and users of the drugs regarding the risks of the Injuries, Conditions, and Complications associated with GLP-1 Products.
81. At times relevant to this action, the Product Monographs, as well as the labels and prescribing information accompanying GLP-1 Products when prescribed to patients, have contained insufficient warnings regarding the risks of the Injuries, Conditions, and Complications, including gallbladder-related diseases and other hepatobiliary complications (such as cholecystitis (i.e., gallbladder inflammation), cholelithiasis (i.e., gallstones), and other hepatobiliary diseases), severe

gastrointestinal issues (including gastroparesis (i.e., paralyzed stomach), gastrointestinal obstruction, ileus, gastritis, gastroenteritis, and gastroesophageal reflux disease), malnutrition, blood clotting issues (including deep vein thrombosis and pulmonary embolism), intraoperative pulmonary aspiration (i.e., inhalation of stomach contents during surgery), necrotizing pancreatitis (i.e., severe pancreatic inflammation causing tissue death), vision loss (including non-arteritic anterior ischemic optic neuropathy), and death.

82. The Canadian Product Monographs for GLP-1 Products have failed, and continue to fail, to adequately warn patients and healthcare professionals of the risks of developing Injuries, Conditions, and Complications.

i. Hepatobiliary Issues

83. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of hepatobiliary issues in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products have contained information about the risk of hepatobiliary issues, those warnings are inadequate, deficient, and/or misleading.
84. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of hepatobiliary issues linked to the drugs, including by failing to explain that hepatobiliary issues may increase in severity over time, may persist even after discontinuation the drug, may require medical treatment, may result in hospitalization, may require surgery, including gallbladder removal, and/or may result in permanent physical injury.

85. Before October 2023, the Defendants did not provide any information about any risks of hepatobiliary issues in any of the warnings sections within the Canadian Product Monographs for any GLP-1 Products marketed in Canada.
86. On or around October 2023, when Mounjaro was first marketed and sold in Canada, “PART I: HEALTH PROFESSIONAL INFORMATION” of the Canadian Product Monograph for Mounjaro included the following subsection within the “WARNINGS AND PRECAUTIONS” section:

Hepatic/Biliary

Acute Gallbladder Disease

Acute events of gallbladder disease such as cholelithiasis or cholecystitis have been reported in GLP-1 receptor agonist clinical trials and post-marketing.

In MOUNJARO placebo-controlled trials, acute gallbladder disease (i.e., acute cholecystitis, biliary colic, and cholecystectomy) was reported by 0.6% of MOUNJARO-treated patients and 0% of placebo-treated patients.

If cholelithiasis is suspected, gallbladder diagnostic studies and appropriate clinical follow-up are indicated.

87. On or around October 2023, “PART III: CONSUMER INFORMATION” of the Canadian Product Monograph for Mounjaro also included following subsection under “Other warnings you should know about”:

Gallbladder Disease

- You may suddenly develop symptoms of gallbladder disease when taking MOUNJARO.
- Gallbladder disease can include inflammation of the gallbladder (cholecystitis), or gallstones blocking the bile duct (biliary colic).
- Symptoms may include sudden and intensifying pain in your abdomen, between your shoulder blades or your right shoulder. You should seek immediate medical attention if you experience severe abdominal pain, yellowing of your skin, or high fever with chills. If you think you might have a problem with your gallbladder, consult your healthcare professional.

88. On or around October 2023, “PART III: CONSUMER INFORMATION” of the Canadian Product Monograph for Mounjaro also listed “Sudden gallbladder problems” as a symptom/side effect in a chart titled “Serious side effects and what to do about them”.
89. On or around July 2025, when Zepbound was first marketed and sold in Canada, the Canadian Product Monograph for Zepbound included similar information regarding hepatobiliary side effects in its PART I “Warnings and Precautions” section for healthcare professionals or its PART III section for patients as was included in the corresponding sections of the Canadian Product Monograph for Mounjaro.
90. The Canadian Product Monograph for Trulicity, which was last updated on or around July 2024, still contains no warnings whatsoever about serious risks of hepatobiliary issues in its PART I “Warnings and Precautions” section for healthcare professionals or its PART III section for patients.
91. Despite the fact that it took until October 2023 for the Canadian Product Monographs for any of the Defendants’ GLP-1 Products marketed in Canada to include any information about hepatobiliary issues, the Defendants updated the labelling for GLP-1 Products in the U.S. over a year earlier—in or around May 2022 for Mounjaro and June 2022 for Trulicity—to acknowledge the severity of the risk of serious hepatobiliary side effects, demonstrating their knowledge of those risks.
92. To the extent that any of the Canadian Product Monographs for GLP-1 Products contain, or have contained at any time, information about possible hepatobiliary

side effects, the Canadian Product Monographs have failed to adequately warn of the serious nature of those risks.

93. The PART III sections for patients in the Canadian Product Monographs for Mounjaro and Zepbound classify “Sudden gallbladder problems” only as a “Rare” side effect. In Canadian Product Monographs, “Rare” adverse reactions are defined as occurring in $\geq 1/10,000$ and $< 1/1,000$ patients ($\geq 0.01\%$ and $< 0.1\%$).
94. Further, the “Serious Warnings and Precautions” sections (also known as “Black Box Warnings”—the most stringent warnings for drugs and medical devices) in the Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound, which are directed at both healthcare professionals and patients, have not contained any reference to gallbladder issues, including cholelithiasis or cholecystitis, at any time.

ii. Gastrointestinal Issues

95. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of gastrointestinal issues (including gastroparesis (i.e., paralyzed stomach), gastrointestinal obstruction, ileus, gastritis, gastroenteritis, and gastroesophageal reflux disease) in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products contain information about the risk of serious gastrointestinal issues, those warnings are inadequate, deficient, and/or misleading.
96. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of gastrointestinal issues linked to the drugs, including by

failing to explain that gastrointestinal issues may increase in severity over time, may persist even after discontinuation of the drug has stopped, may require medical treatment, may result in hospitalization, may require surgery, and/or may result in permanent physical injury.

97. Before July 2024, the Defendants did not provide any information about any risks of gastrointestinal issues, including gastroparesis, ileus, or gastrointestinal obstruction, in any of the warnings sections within the Canadian Product Monographs for any GLP-1 Products.
98. In or around July 2024, Lilly Canada revised the Canadian Product Monographs for Trulicity and Mounjaro to add new warning information relating to gastrointestinal issues. On or around July 5, 2024, the Canadian Product Monograph for Trulicity was revised, and on or around July 10, 2024, the Canadian Product Monograph for Mounjaro was revised.
99. In “PART I: HEALTH PROFESSIONAL INFORMATION” of the Canadian Product Monographs for Trulicity and Mounjaro, language was added in or around July 2024 under “WARNINGS AND PRECAUTIONS” section within the “Gastrointestinal” subsection. The language added to the Canadian Product Monograph for Trulicity stated as follows:

Events related to impaired gastric emptying, including severe gastroparesis, have been reported. Monitor and consider dose modification or discontinuation in patients who develop severe gastrointestinal symptoms while on treatment.

The language added to the Canadian Product Monograph for Mounjaro was substantially similar.

100. In “PART III: CONSUMER INFORMATION” of the Canadian Product Monographs for Mounjaro and Trulicity warning language regarding gastrointestinal issues was also added in or around July 2024 under “Other warnings you should know about”. The language added to the Canadian Product Monograph for Trulicity stated as follows:

“Stomach problems, sometimes severe, have been reported in people who use Trulicity. Tell your healthcare provider if you have stomach problems that are severe or will not go away”

The language added to the Canadian Product Monograph for Mounjaro was substantially similar.

101. A chart titled “Serious side effects and what to do about them” also contained in “PART III” of the Canadian Product Monograph for Mounjaro was updated in or around July 2024 to list each of the following as a “Symptom / side effect” of “Unknown” frequency:

“Gastroparesis (slow stomach emptying): pain, severe nausea and vomiting, prolonged belching, and prolonged bloating”; and

“Ileus (slow movement of food through intestines): inability to tolerate an oral diet, abdominal bloating and pain, severe nausea and vomiting”

102. For each “Symptom / side effect” listed above, patients were direct to “Talk to your healthcare professional... in all cases” and to “Stop taking drug and get immediate medical help”.

103. On or around July 2025, when Zepbound was first marketed and sold in Canada, the Canadian Product Monograph for Zepbound included similar information regarding gastrointestinal issues in its PART I “Warnings and Precautions” section

for healthcare professionals and its PART III section for patients as was included in the corresponding sections of the Canadian Product Monograph for Mounjaro.

104. To the extent that any of the Canadian Product Monographs for GLP-1 Products contain, or have contained at any time, information about risks of severe gastrointestinal issues, the Canadian Product Monographs have failed to adequately warn of those serious risks.
105. The Canadian Product Monograph for Trulicity, which was last updated on or around July 2024, still contains no warnings whatsoever about gastrointestinal issues anywhere in the chart titled “Serious side effects and what to do about them” in the drug’s PART III section for patients.
106. Further, the current Canadian Product Monograph for Trulicity contains no warning whatsoever about serious risks of ileus or gastrointestinal obstruction in its PART I “Warnings and Precautions” section for healthcare professionals or its PART III section for patients.
107. The “Serious Warnings and Precautions” sections in the Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound, which are directed at both healthcare professionals and patients, have not contained any reference to gastrointestinal issues at any time.

iii. Malnutrition

108. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of malnutrition in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian

Product Monographs for GLP-1 Products contain information about the risk of malnutrition, those warnings are inadequate, deficient, and/or misleading.

109. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of malnutrition linked to the drugs, including by failing to explain that malnutrition may increase in severity over time, may persist even after discontinuation of the drug, may require medical treatment, may result in hospitalization, and/or may result in permanent physical injury.
110. Before July 2024, the Defendants did not provide any information about any risks of malnutrition in any of the warnings sections within the Canadian Product Monographs for any GLP-1 Products.
111. In or around July 2024, “PART I: HEALTH PROFESSIONAL INFORMATION” of the Canadian Product Monograph for Mounjaro was revised to include the following subsection within the “WARNINGS AND PRECAUTIONS” section:

Malnutrition

Malnutrition has been reported in patients receiving MOUNJARO, including severe, serious and fatal events. Nutritional guidance and supplementation should be considered for patients receiving MOUNJARO. Discontinuation should be considered for severe or persistent cases of malnutrition.

112. The “Other warnings you should know about” section in PART III of the Canadian Product Monograph for Mounjaro was also updated in or around July 2024 to include the following statements regarding malnutrition:

“Nutrition problems, sometimes severe or serious, have been reported in people who use MOUNJARO. This can cause you to have low vitamin, mineral, and/or protein levels and low body weight.” and

“While you are using MOUNJARO, your healthcare professional may give you guidance on nutrition and/or recommend you take vitamins or supplements.”

113. A chart titled “Serious side effects and what to do about them” also contained in “PART III” of the Canadian Product Monograph for Mounjaro was updated in or around July 2024 to list the following as a “Symptom / side effect”:

“Malnutrition (lack of proper nutrition): low vitamin, mineral, and/or protein levels, low body weight”

114. On or around July 2025, when Zepbound was first marketed and sold in Canada, the Canadian Product Monograph for Zepbound included similar information regarding malnutrition in its PART I “Warnings and Precautions” section for healthcare professionals and its PART III section for patients as was included in the corresponding sections of the Canadian Product Monograph for Mounjaro.
115. The Canadian Product Monograph for Trulicity, which was last updated on or around July 2024, still contains no warnings whatsoever about serious risks of malnutrition in its PART I “Warnings and Precautions” section for healthcare professionals or its PART III section for patients.
116. To the extent to that any of the Canadian Product Monographs for GLP-1 Products contain, or have contained at any time, information about risks of malnutrition, the Canadian Product Monographs have failed to adequately warn of the serious risks of malnutrition.
117. The PART III sections for patients in the Canadian Product Monographs for Mounjaro and Zepbound classify “Malnutrition” only as a side effect of “Unknown” frequency.

118. Further, the “Serious Warnings and Precautions” sections in the Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound have not contained any reference to malnutrition at any time.

iv. Aspiration During General Anesthesia or Deep Sedation

119. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of aspiration during general anesthesia or deep sedation in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products have contained information about the risk of aspiration during general anesthesia or deep sedation, those warnings are inadequate, deficient, and/or misleading.
120. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of aspiration during general anesthesia or deep sedation linked to the drugs, including by failing to explain that such aspiration may require medical treatment, may result in prolonged hospitalization, may require subsequent surgery, may result in permanent physical injury, and/or may result in death.
121. Before July 2024, the Defendants did not provide any information about any risks of aspiration during general anesthesia or deep sedation in any of the warnings sections within the Canadian Product Monographs for any GLP-1 Products.
122. A new “Peri-Operative Considerations” subsection was added in or around July 2024 under “WARNINGS AND PRECAUTIONS” in PART I of the Canadian

Product Monographs for both Trulicity and Mounjaro. The language added to the Canadian Product Monograph for Trulicity stated as follows:

Peri-Operative Considerations

Aspiration during General Anesthesia or Deep Sedation

Trulicity delays gastric emptying. Pulmonary aspiration has been reported in patients receiving long-acting GLP-1 receptor agonists undergoing general anesthesia or deep sedation. This should be considered prior to such procedures.

The language added to the Canadian Product Monograph for Mounjaro was substantially similar.

123. In “PART III: CONSUMER INFORMATION” of the Canadian Product Monographs for Mounjaro and Trulicity, warning language regarding food or liquid entering the lungs during anesthesia was also added in or around July 2024 under “Other warnings you should know about”. The language added to the Canadian Product Monograph for Trulicity stated as follows:

“Food or liquid getting into lungs during anesthesia. Some patients taking medicines like Trulicity have had problems with food or liquid from their stomach getting into their lungs while under general anesthesia or deep sedation. Tell your healthcare professional that you are taking Trulicity before you have a procedure that requires general anesthesia or deep sedation.”

The language added to the Canadian Product Monograph for Mounjaro was substantially similar.

124. On or around July 2025, when Zepbound was first marketed and sold in Canada, the Canadian Product Monograph for Zepbound included similar information regarding aspiration during general anesthesia or deep sedation in its PART I “Warnings and Precautions” section for healthcare professionals and its PART III

“Other warnings you should know about” section for patients as was included in the corresponding sections of the Canadian Product Monographs for Trulicity and Mounjaro.

125. On or around July 2025, “PART III: CONSUMER INFORMATION” of the Canadian Product Monograph for Zepbound also listed “Pulmonary aspiration (food or liquid from stomach getting into lungs) during general anesthesia or deep sedation: choking, cough” as a symptom/side effect in a chart titled “Serious side effects and what to do about them”.
126. To the extent that any of the Canadian Product Monographs for GLP-1 Products contain, or have contained at any time, information about risks of aspiration during general anesthesia or deep sedation, the Canadian Product Monographs have failed to adequately warn of those serious risks.
127. The Canadian Product Monographs for Trulicity and Mounjaro, which were last updated on or around July 2024 and September 2024, respectively, contain no warnings regarding aspiration during general anesthesia or deep sedation in the chart titled “Serious side effects and what to do about them” in their PART III sections for patients.
128. The chart titled “Serious side effects and what to do about them” in the PART III section for patients in the Canadian Product Monograph for Zepbound classifies “Pulmonary aspiration (food or liquid from stomach getting into lungs) during general anesthesia or deep sedation” only as a side effect of “Unknown” frequency.

129. Further, the “Serious Warnings and Precautions” sections in the Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound have not contained any reference to aspiration during general anesthesia or deep sedation at any time.

v. Vision Loss

130. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of vision loss, including NAION, in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products have contained information about the risk of vision loss, those warnings are inadequate, deficient, and/or misleading.

131. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of vision loss, including NAION, linked to the drugs, including by failing to explain that vision loss may increase in severity over time, may persist even after discontinuation of the drug, may require medical treatment, may result in hospitalization, may require surgery, and/or may result in permanent physical injury.

132. Before October 2023, the Defendants did not provide any information about any risks of vision loss in any of the warnings sections within the Canadian Product Monographs for any GLP-1 Products marketed in Canada.

133. On or around October 2023, when Mounjaro was first marketed and sold in Canada, “PART I: HEALTH PROFESSIONAL INFORMATION” of the Canadian

Product Monograph for Mounjaro included the following subsection within the “WARNINGS AND PRECAUTIONS” section:

Ophthalmologic

Diabetic Retinopathy Complications

Rapid improvement in glucose control has been associated with a temporary worsening of diabetic retinopathy. MOUNJARO has not been studied in patients with non-proliferative diabetic retinopathy requiring acute therapy, proliferative diabetic retinopathy, or diabetic macular edema, and should be used with caution in these patients, with appropriate monitoring.

134. On or around October 2023, “PART III: CONSUMER INFORMATION” of the Canadian Product Monograph for Mounjaro also included the following subsection under “Other warnings you should know about”:

Diabetic eye disease (retinopathy)

- Fast improvements in blood sugar control may lead to a temporary worsening of diabetic eye disease. This may require treatment or lead to a loss of vision.
- You should inform your doctor if you have diabetic eye disease (retinopathy) or if you experience vision problems during treatment with MOUNJARO.

135. On or around October 2023, the “PART III: CONSUMER INFORMATION” of the Canadian Product Monograph for Mounjaro also listed “Diabetic eye disease (Diabetic retinopathy): blurred vision, lines in vision” as a symptom/side effect in a chart titled “Serious side effects and what to do about them”.

136. On or around July 2025, when Zepbound was first marketed and sold in Canada, the Canadian Product Monograph for Zepbound included similar information regarding diabetic retinopathy issues in its PART I “Warnings and Precautions” section for healthcare professionals and its PART III section for patients as was

included in the corresponding sections of the Canadian Product Monograph for Mounjaro.

137. However, the Canadian Product Monographs for Mounjaro and Zepbound, which were last updated on or around September 2024 and July 2025, respectively, contain no warnings whatsoever regarding serious risks of non-diabetic retinopathy forms of vision loss, including NAION, in their PART I “Warnings and Precautions” sections for healthcare professionals or their PART III sections for patients.
138. Further, the Canadian Product Monograph for Trulicity, which was last updated on or around July 2024, contains no warnings whatsoever regarding serious risks of vision loss in its PART I “Warnings and Precautions” section for healthcare professionals or its PART III section for patients.
139. Despite the fact that it was not until October 2023 that the Canadian Product Monographs for any of the Defendants’ GLP-1 Products marketed in Canada included any information regarding vision loss—limited to diabetic retinopathy—the Defendants had updated the labelling for GLP-1 Products in the United States more than a year earlier, in or around February 2020 for Trulicity and May 2022 for Mounjaro, to acknowledge the severity of the risk of certain forms of serious vision loss, thereby demonstrating their knowledge of those risks.
140. To the extent that any of the Canadian Product Monographs for GLP-1 Products contain, or have contained at any time, information about possible vision loss side effects, the Canadian Product Monographs have failed to adequately warn of the serious nature and extent of those risks.

141. The Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound have not contained any reference to NAION at any time.
142. The “Serious Warnings and Precautions” sections in the Canadian Product Monographs for Trulicity, Mounjaro, and Zepbound have not contained any reference to vision loss at any time.

vi. Blood Clots

143. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of blood clotting issues in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products have contained information about the risk of blood clotting issues, those warnings are inadequate, deficient, and/or misleading.
144. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of blood clotting issues linked to the drugs, including deep vein thrombosis and pulmonary embolism, including by failing to explain that such issues may increase in severity over time, may persist even after discontinuation of the drug, may require medical treatment, may result in hospitalization, and/or may require surgery.
145. The warning sections of the Canadian Product Monographs for each of Trulicity, Mounjaro, and Zepbound have not contained any warnings whatsoever regarding blood clotting issues, including deep vein thrombosis or pulmonary embolism, at

any time, including within the “Serious Warnings and Precautions” sections, the PART I “Warnings and Precautions” sections, or the PART III warning sections.

vii. Necrotizing Pancreatitis

146. The Defendants have not provided, and do not provide, clear, complete, and timely warnings about serious risks of necrotizing pancreatitis in the Canadian Product Monographs for any GLP-1 Products, or, in the alternative, to the extent that the Canadian Product Monographs for GLP-1 Products have contained information about the risk of necrotizing pancreatitis, those warnings are inadequate, deficient, and/or misleading.
147. None of the Canadian Product Monographs for any GLP-1 Products explain the seriousness or severity of necrotizing pancreatitis that may result from GLP-1 Products, including by failing to explain that necrotizing pancreatitis may increase in severity over time, may persist even after discontinuation of the drug, may require medical treatment, may result in hospitalization, and/or may require surgery.
148. The warning sections of the Canadian Product Monographs for each of Trulicity, Mounjaro, and Zepbound have not contained any warnings whatsoever regarding necrotizing pancreatitis at any time, including within the “Serious Warnings and Precautions” sections, the PART I “Warnings and Precautions” sections, or the PART III warning sections.

I. Defendants' Public Acknowledgements of Risks

149. Despite the lack of timely, sufficient, or any disclosures of the risks of Injuries, Conditions, and Complications in the Canadian Product Monographs for GLP-1 Products, the Defendants made representations elsewhere, including in press releases and/or foreign labelling for GLP-1 Products, in which they acknowledged the potential link between the use of GLP-1 Products and the risks of Injuries, Conditions, and Complications—at much earlier points in time, in a much clearer and/or more comprehensive fashion, and/or at all—thereby demonstrating their knowledge of those risks.
150. On or about December 1, 2015, Eli Lilly issued a Canadian press release concerning Trulicity in which it acknowledged, that among people using Trulicity as part of a randomized, double-blind, placebo-controlled clinical trial involving nearly 300 participants, “the most commonly reported adverse events were gastrointestinal-related... including nausea (10.5 percent) and diarrhoea (8.4 percent)”. Eli Lilly also noted in this press release that the reported gastrointestinal adverse events from the trial were “consistent with prior Trulicity studies”.
151. On or about February 23, 2016, Lilly Canada issued a Canadian press release concerning Trulicity in which it acknowledged that, based on data from a clinical trial program designed to evaluate the safety and efficacy of dulaglutide in adults with type 2 diabetes, “The most common adverse events reported with Trulicity include nausea, diarrhea and vomiting and were reported more frequently than with placebo-treated patients”.

152. On or about January 27, 2017, Eli Lilly updated the American labelling and prescribing information for Trulicity to include a new warnings and precautions section concerning “Severe Gastrointestinal Disease”, stating that “Use of TRULICITY may be associated with gastrointestinal adverse reactions, sometimes severe”.
153. On or about June 12, 2019, Lilly Canada issued a Canadian press release concerning the results of another Trulicity study involving a multicentre, randomized, double-blind, placebo-controlled trial of more than 9,900 participants, in which it stated that “The most common adverse events leading to the discontinuation of Trulicity were gastrointestinal events”.
154. On or about February 21, 2020, Eli Lilly updated the American labelling and prescribing information for Trulicity to include a new warnings and precautions section concerning vision loss issues, specifically “Diabetic Retinopathy Complications in Patients with a History of Diabetic Retinopathy”.
155. On or about December 14, 2020, Lilly Canada issued a Canadian press release concerning tirzepatide in which it noted “gastrointestinal side effects being the most commonly reported adverse events” among participants receiving the drug as part of a multicentre, randomized, double-blind, parallel, placebo-controlled trial sponsored by Eli Lilly involving more than 470 participants. Lilly Canada further stated that “For study participants treated with tirzepatide (5 mg, 10 mg and 15 mg, respectively), nausea (11.6 per cent, 13.2 per cent, 18.2 per cent), diarrhea (11.6 per cent, 14.0 per cent, 11.6 per cent), vomiting (3.3 per cent, 2.5 per cent, 5.8 per

cent) and constipation (5.8 per cent, 5.0 per cent, 6.6 per cent) were more frequently experienced compared to placebo”.

156. On or about June 29, 2021, Lilly Canada issued another Canadian press release concerning tirzepatide in which it reported that, in a multicentre, randomized, parallel, open-label trial sponsored by Eli Lilly involving more than 1,800 participants who received tirzepatide (5 mg, 10 mg or 15 mg) or semaglutide (1 mg) “Across all treatment arms, the most commonly reported adverse events were gastrointestinal.” Lilly Canada further stated that the specific reported adverse events included “nausea (17.4 per cent [5 mg], 19.2 per cent [10 mg], 22.1 per cent [15 mg], 17.9 per cent [semaglutide]), diarrhea (13.2 per cent [5 mg], 16.4 per cent [10 mg], 13.8 per cent [15 mg], 11.5 per cent [semaglutide]) and vomiting (5.7 per cent [5 mg], 8.5 per cent [10 mg], 9.8 per cent [15 mg], 8.3 per cent [semaglutide]).”
157. On or about May 13, 2022, when Mounjaro was initially approved for marketing and sale in the U.S., Eli Lilly published the original American labelling and prescribing information for Mounjaro, which included warnings and precautions sections addressing “Severe Gastrointestinal Disease”, stating that “Use of TRULICITY may be associated with gastrointestinal adverse reactions, sometimes severe”, “Acute Gallbladder Disease”, stating that “Acute events of gallbladder disease such as cholelithiasis or cholecystitis have been reported in GLP-1 receptor agonist trials and postmarketing”, vision loss issues, specifically “Diabetic Retinopathy Complications in Patients with a History of Diabetic Retinopathy”, and “Pancreatitis”, stating that “necrotizing pancreatitis, has been observed in patients treated with GLP-1 receptor agonists.”

158. On or about June 10, 2022, Eli Lilly updated the American labelling and prescribing information for Trulicity with a new warnings and precautions section about “Acute Gallbladder Disease”, including that “Acute events of gallbladder disease such as cholelithiasis or cholecystitis have been reported in GLP-1 receptor agonist trials and postmarketing.”
159. On or about November 2, 2023, Lilly Canada issued a press release announcing the availability of Mounjaro in Canada, stating that “Side effects reported in at least 5 per cent of patients treated with Mounjaro included nausea, diarrhea, decreased appetite, vomiting, constipation, indigestion (dyspepsia), and stomach (abdominal) pain.”
160. On or about November 8, 2023, when Zepbound was initially approved for marketing and sale in the U.S., Eli Lilly published the original American labelling and prescribing information for Zepbound, which included warnings and precautions sections addressing “Severe Gastrointestinal Disease”, stating that “Use of ZEPBOUND has been associated with gastrointestinal adverse reactions, sometimes severe”, “Acute Gallbladder Disease”, stating that “Treatment with ZEPBOUND and GLP-1 receptor agonists is associated with an increased occurrence of acute gallbladder disease”, vision loss issues, specifically “Diabetic Retinopathy Complications in Patients with a History of Diabetic Retinopathy”, and “Acute Pancreatitis”, stating that “necrotizing pancreatitis, has been observed in patients treated with GLP-1 receptor agonists or tirzepatide.”
161. On or about June 24, 2024, Lilly Canada issued another Canadian press release concerning Mounjaro reporting results from the SURMOUNT-OSA trial, a

multicentre, randomized, double-blind trial involving nearly 470 participants, in which it stated that “The most commonly reported adverse events in [the study] were gastrointestinal related.” Lilly Canada further stated that “The most frequent events reported by those on tirzepatide compared with placebo, respectively, were diarrhea (26.3% vs 12.5%), nausea (25.4% vs 10.0%) and vomiting (17.5% vs 4.2%) in SURMOUNT-OSA Study 1, and diarrhea (21.8% vs 8.8%), nausea (21.8% vs 5.3%) and constipation (15.1% vs 4.4%) in SURMOUNT-OSA Study 2.”

162. On or about October 18, 2024, Eli Lilly updated the American labelling and prescribing information for Zepbound with a new warnings and precautions section concerning “Pulmonary Aspiration During General Anesthesia or Deep Sedation”, stating that “ZEPBOUND delays gastric emptying” and that “There have been rare postmarketing reports of pulmonary aspiration in patients receiving GLP-1 receptor agonists undergoing elective surgeries or procedures requiring general anesthesia or deep sedation who had residual gastric contents despite reported adherence to preoperative fasting recommendations.”
163. On or about November 1, 2024, Eli Lilly updated the American labelling and prescribing information for Trulicity to include a new warnings and precautions section concerning “Pulmonary Aspiration During General Anesthesia or Deep Sedation”, stating that “TRULICITY delays gastric emptying” and that “There have been rare postmarketing reports of pulmonary aspiration in patients receiving GLP-1 receptor agonists undergoing elective surgeries or procedures requiring general anesthesia or deep sedation who had residual gastric contents despite reported adherence to preoperative fasting recommendations.”

164. On or about November 1, 2024, Eli Lilly updated the American labelling and prescribing information for Mounjaro to include a new warnings and precautions section concerning “Pulmonary Aspiration During General Anesthesia or Deep Sedation”, stating that “MOUNJARO delays gastric emptying” and that “There have been rare postmarketing reports of pulmonary aspiration in patients receiving GLP-1 receptor agonists undergoing elective surgeries or procedures requiring general anesthesia or deep sedation who had residual gastric contents despite reported adherence to preoperative fasting recommendations.”
165. On or about December 4, 2024, Lilly Canada issued another Canadian press release concerning tirzepatide reporting results from the SURMOUNT-5 trial, a multicentre, randomized, open-label trial involving more than 570 participants, in which it stated that “The most commonly reported adverse events in SURMOUNT-5 for both tirzepatide and Wegovy were gastrointestinal-related and were generally mild to moderate in severity.”
166. On or about May 28, 2025, Eli Lilly updated the American labelling and prescribing information for Trulicity to include an updated warnings and precautions section concerning “Acute Pancreatitis”, stating that “necrotizing pancreatitis, has been observed in patients treated with GLP-1 receptor agonists, including TRULICITY”
167. Despite repeatedly acknowledging an association between their GLP-1 Products and the risks of Injuries, Conditions, and Complications, the Defendants failed to timely and/or sufficiently warn putative Class Members or to further investigate and mitigate the known and foreseeable risks to consumers.

J. The Defendants Failed to Warn of the Risks Linked to GLP-1 Products

168. At all material times, the Defendants knew or ought to have known that the use of their GLP-1 Products carried risks of severe Injuries, Conditions, and Complications.
169. At all material times, the Defendants, through their servants and agents, failed to adequately warn physicians and consumers, including the Plaintiff and putative Class Members, of the risks of Injuries, Conditions, and Complications associated with their GLP-1 Products.
170. At all material times, the Defendants failed to provide adequate safety data to Health Canada with respect to their GLP-1 Products. The Defendants knew or ought to have known that their GLP-1 Products posed a serious risk of harm to consumers and were not fit for their intended purposes.
171. At all material times, the Defendants, through their servants and agents, negligently, recklessly, and/or carelessly marketed, distributed, and/or sold their GLP-1 Products without adequate warnings regarding serious side effects and unreasonably dangerous risks.

K. The Plaintiff and Class Suffered Harms from Use of GLP-1 Products

172. Putative Class Members, including the Plaintiff, suffered harms and losses as a result of the Defendants' negligence and failure to warn.
173. Following the ingestion of GLP-1 Products, the Plaintiff and putative Class Members have suffered, and continue to suffer, physical and mental injury, loss, and damage.

174. Had the Plaintiff and putative Class Members been aware of the nature and severity of the risks of Injuries, Conditions, and Complications associated with ingesting GLP-1 Products, they would not have agreed to take GLP-1 Products and would have explored one or more of the many other viable treatment options available to them. In particular, had the Plaintiff been aware of the nature and severity of those risks, she would not have agreed to take GLP-1 Products and would have explored one or more other viable treatment options.
175. The Plaintiff's injuries have caused and will continue to cause suffering, loss of enjoyment of life, permanent physical disability, loss of earning capacity, past and future, and loss of housekeeping capacity, past and future. Other putative Class Members have suffered similar injuries.
176. The Plaintiff has suffered injury to her gastrointestinal health and will be more susceptible to future degenerative changes to her gastrointestinal health as a result of taking GLP-1 Products. The Plaintiff's symptoms continued after she ceased using GLP-1 Products.
177. The Plaintiff has sustained damages for the cost of medical treatment, including past and future health care services provided by the government of British Columbia. Other putative Class Members have suffered similar injuries, as have the governments of other provinces and territories in Canada. The Plaintiff continues to require medical care and treatment and continues to sustain damages. Putative Class Members in other provinces and territories have sustained similar damages.

178. As a result of her injuries, the Plaintiff has received, and will continue to receive, care and services from family members. Other putative Class Members will require similar care and services.
179. The Plaintiff and putative Class Members paid some or all of the costs of GLP-1 Products out of pocket. Third-party payors have also indemnified some or all of the costs of GLP-1 Products used by the Plaintiff and putative Class Members.
180. At all material times, the Plaintiff and putative Class Members were in a relationship of proximity with the Defendants. But for the Defendants' wrongful conduct, the Plaintiff would not have incurred the damages described herein.

PART 2: RELIEF SOUGHT

181. The Plaintiff claims, on her own behalf and on behalf of all members of the proposed class, as follows:
 - (a) an order certifying this action as a class proceeding and appointing her as representative Plaintiff for the Class, to be further defined on the application for certification;
 - (b) a declaration that the Defendants were negligent in the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their GLP-1 Products;
 - (c) a declaration that the Defendants made certain representations regarding GLP-1 Products that were false and were made negligently;

- (d) a declaration that the Defendants are vicariously liable for the acts and omissions of their officers, directors, agents, employees, and representatives;
- (e) non-pecuniary and/or general damages in the amount of \$500,000 for each person in Canada who was prescribed and used any of the Defendants' GLP-1 Products, or such aggregate amount as may be determined following a trial of the common issues;
- (f) pecuniary and/or special damages in an amount to be assessed for each person in Canada who was prescribed and used any of the Defendants' GLP-1 Products;
- (g) in the alternative to damages, an accounting or other restitutionary remedy disgorging revenues realized by the Defendants from the sale of their GLP-1 Products;
- (h) damages for family members pursuant to applicable provincial legislation and the common law in each province, including, where applicable, the *Family Compensation Act*, R.S.B.C. 1996, c. 126;
- (i) punitive, aggravated, and exemplary damages in an amount to be determined at trial;
- (j) costs for the administration of any court award or judgment obtained in this action;

- (k) recovery of health care costs incurred by the Ministry of Health Services pursuant to the *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27, and similar legislation in other provinces and/or territories, where applicable;
- (l) interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (m) such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

182. In bringing this action on behalf of a class that includes residents of Canada who used GLP-1 Products at any time on or before the date of the certification order, the Plaintiff pleads and relies upon the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, as amended, and the regulations thereunder; the *Food and Drugs Act*, R.S.C. 1985, c. F-27, as amended, and the regulations thereunder; the *Negligence Act*, R.S.B.C. 1996, c. 333, as amended, and the regulations thereunder; the *Court Rules Act*, R.S.B.C. 1996, c. 80, as amended, and the regulations thereunder; and the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c. 28, as amended, and the regulations thereunder. The Plaintiff also brings this action on behalf of a class that includes persons resident in Canada who are entitled to claim by virtue of a personal or familial relationship to any one or more of the persons described above and pleads and relies upon applicable provincial and/or territorial legislation and the common law, including the *Family Compensation Act*, R.S.B.C. 1996, c. 126, as amended, and the regulations thereunder.

A. Causes of Action

i. Negligence (including Negligent Design or Testing, Negligent Manufacture and Failure to Warn)

183. As the designers, testers, researchers, manufacturers, marketers, distributors, importers, labellers, packagers, handlers, storers, and/or sellers of GLP-1 Products, the Defendants were in a close and proximate relationship with the Plaintiff and putative Class Members and owed them a duty of care. The Defendants designed dulaglutide and tirzepatide to be used as an active ingredient in GLP-1 Products, conducted testing of dulaglutide, tirzepatide, and GLP-1 Products, procured regulatory approvals for the use of dulaglutide and tirzepatide in GLP-1 Products, and caused GLP-1 Products to be introduced into the stream of commerce in Canada, while knowing, or having reason to know, that any dangers or defects associated with GLP-1 Products would cause foreseeable injury to the Plaintiff and putative Class Members.

184. At all material times, the Defendants owed a duty of care to the Plaintiff and putative Class Members to:

- (a) ensure that their GLP-1 Products were fit for their intended and/or reasonably foreseeable use;
- (b) ensure that there were no defects in their GLP-1 Products likely to give rise to injury in the ordinary course of use;

- (c) design their GLP-1 Products so as to avoid safety risks, including the risk of Injuries, Conditions, and Complications, and render them reasonably safe for their intended purposes;
- (d) conduct appropriate testing to determine whether, and to what extent, use of their GLP-1 Products posed serious health risks, including the magnitude of the risk of developing Injuries, Conditions, and Complications;
- (e) provide clear, complete, and current warnings of the risk of Injuries, Conditions, and Complications in the Product Monographs and other written materials accompanying their GLP-1 Products;
- (f) ensure that physicians were clearly, fully, and timely warned and informed of all risks associated with their GLP-1 Products, including the risk of Injuries, Conditions, and Complications;
- (g) clearly, fully, and timely warn consumers of dangers inherent in the use of their GLP-1 Products of which they knew or ought to have known, including the risk of Injuries, Conditions, and Complications;
- (h) monitor, investigate, evaluate, and follow up on adverse reactions associated with the use of their GLP-1 Products, including the risk of Injuries, Conditions, and Complications; and
- (i) inform Health Canada and other regulatory agencies, in a clear, complete, and timely manner, of all risks identified with their GLP-1 Products, including the risk of Injuries, Conditions, and Complications.

185. The Defendants negligently breached their duty of care.

186. The Plaintiff states that her damages, and the damages of prospective putative Class Members, were caused by the Defendants' negligence, including, without limitation, the following acts and omissions:

- (a) failing to ensure that their GLP-1 Products were safe for recipients during use and fit for their intended purpose and of merchantable quality;
- (b) failing to ensure that their GLP-1 Products were free from manufacturing defects that exposed recipients to Injuries, Conditions, and Complications;
- (c) failing to adequately test their GLP-1 Products in a manner that would fully disclose the magnitude of the risks associated with their use, including Injuries, Conditions, and Complications;
- (d) adopting unreasonable, careless, and/or defective product designs for their GLP-1 Products, resulting in Injuries, Conditions, and Complications;
- (e) designing their GLP-1 Products in a manner that created a substantial likelihood of harm where safer alternative designs and/or products were economically feasible;
- (f) carelessly selecting dulaglutide and tirzepatide as active ingredients in GLP-1 Products when the Defendants knew, or ought to have known, that safer and equally effective alternatives were available;
- (g) failing to provide Health Canada with complete and accurate information concerning their GLP-1 Products as such information became available;
- (h) failing to conduct any, or adequate, follow-up studies regarding the efficacy and safety of their GLP-1 Products;

- (i) failing to conduct any, or adequate, long-term studies concerning the risks of their GLP-1 Products, including the risk of Injuries, Conditions, and Complications;
- (j) failing to adequately review, consider, and act upon available scientific literature relevant to dulaglutide and tirzepatide;
- (k) failing to provide the Plaintiff, putative Class Members, physicians, and Health Canada with proper, adequate, and fair warnings of the risks associated with the use of their GLP-1 Products, including, but not limited to, risk of Injuries, Conditions, and Complications;
- (l) failing to adequately monitor, evaluate, and act upon reports of adverse reactions associated with their GLP-1 Products in Canada and elsewhere;
- (m) failing to provide updated and current information to the Plaintiff, putative Class Members, physicians, and/or Health Canada as information about risks became available, including the risk of Injuries, Conditions, and Complications;
- (n) failing to provide adequate warnings of risks, including the risk of Injuries, Conditions, and Complications, in patient information pamphlets, product labels, and product monographs in Canada;
- (o) failing, after identifying problems with their GLP-1 Products, including, but not limited to, the risks of Injuries, Conditions, and Complications, to issue adequate warnings, timely recalls, or otherwise act promptly to alert the public and health care providers;

- (p) failing to establish adequate procedures to educate sales representatives and physicians regarding the risks of their GLP-1 Products, including the risk of Injuries, Conditions, and Complications;
- (q) representing, expressly or impliedly, that their GLP-1 Products were safe and fit for their intended purpose when they knew or ought to have known otherwise;
- (r) misrepresenting the state of research concerning the benefits and risks, including the risk of Injuries, Conditions, and Complications, of their GLP-1 Products;
- (s) making misrepresentations that were unreasonable in light of risks known or that ought to have been known, including the risk of Injuries, Conditions, and Complications;
- (t) failing to cease manufacturing, marketing, and/or distribution of GLP-1 Products when they knew or ought to have known of the risks, including the risk of Injuries, Conditions, and Complications;
- (u) failing to comply with disclosure and reporting obligations under the *Food and Drugs Act* and its regulations;
- (v) failing to properly supervise employees, subsidiaries, and affiliated corporations;
- (w) breaching other duties of care, particulars of which are presently unknown to the Plaintiff; and

- (x) acting with callous and reckless disregard for the health and safety of the Plaintiff and putative Class Members.
187. The Defendants' negligent design, testing, manufacture, marketing, distribution, importation, labelling, packaging, handling, storage, and/or sale of GLP-1 Products created a foreseeable, real, and substantial danger to the health and safety of the Plaintiff and putative Class Members.
 188. Any benefit associated with the use of GLP-1 Products was outweighed by their serious and undisclosed risks, including the risk of Injuries, Conditions, and Complications. Alternatively, if any individuals existed for whom the benefits of GLP-1 Products outweighed the risks, such individuals could only have made an informed decision if they had been fully informed of the risks inherent in their use, including the risk of Injuries, Conditions, and Complications.
 189. The Defendants knew, or ought to have known, that the foreseeable risks of GLP-1 Products, including the risk of Injuries, Conditions, and Complications, exceeded their benefits.
 190. The Defendants knew, or ought to have known, that GLP-1 Products were more dangerous than users and their physicians or other health care providers would reasonably expect when used in an intended or reasonably foreseeable manner.
 191. At all material times, the Defendants had the economic and technical ability to design and provide safer alternative designs for GLP-1 Products.
 192. The risks associated with GLP-1 Products, including the risk of Injuries, Conditions, and Complications, were within the exclusive knowledge and control of the

Defendants and were not known, and could not reasonably have been known, by the Plaintiff or putative Class Members. The injuries suffered would not have occurred but for the Defendants' negligence in failing to ensure product safety or to provide adequate warnings.

193. Given that GLP-1 Products were manufactured and sold for human injection and consumption, the applicable standard of care rises to a level approaching strict liability with respect to the obligation to warn of inherent dangers, whether directly or through a learned intermediary.

ii. Negligent Misrepresentation and Marketing

194. The Defendants were negligent in representing that GLP-1 Products were safe for their intended use, whether expressly or impliedly, by failing to disclose that their use exposed consumers to a heightened risk of serious Injuries, Conditions, and Complications.
195. The Defendants were in a proximate and special relationship with the Plaintiff and putative Class Members by virtue of, among other things:
- (a) their design, manufacture, and testing of GLP-1 Products;
 - (b) their specialized skill, experience, and expertise;
 - (c) their supply and sale of GLP-1 Products;
 - (d) their exclusive control over promotion and marketing;
 - (e) their responsibility to accurately disclose health risks; and

(f) the absence of any reasonable alternative for putative Class Members but to rely on the Defendants' representations.

196. It was intended by Defendants, and was reasonably foreseeable, that putative Class Members would rely on the representations that the GLP-1 Products were safe for their intended uses and that clear and complete disclosures had been provided regarding all serious risks inherent in their use, including the risk of Injuries, Conditions, and Complications, and that such reliance would result in damages if the representations were false or misleading.

197. The representations were untrue, inaccurate, misleading, and made negligently.

198. The Plaintiff and putative Class Members reasonably relied on the Defendants' representations, and such reliance can be inferred on a class-wide basis from the voluntary use of GLP-1 Products. Had accurate disclosures been made, putative Class Members would not have used GLP-1 Products.

199. The Defendants' representations were false and made negligently.

200. As a result, the Plaintiff and putative Class Members suffered loss and damage. The Defendants are liable to compensate the Plaintiff and putative Class Members for those losses.

B. Damages

201. The Plaintiff's and other putative Class Members' injuries and damages were caused by the negligence of the Defendants, their servants, and agents.

202. As a result of the Defendants' negligence, the Plaintiff and putative Class Members have suffered, and continue to suffer, serious personal injuries and harm, including

pain and suffering, for which the Plaintiff and putative Class Members claim general damages.

203. The Plaintiff and putative Class Members have also suffered special damages for medical costs incurred in the screening, diagnosis, and treatment of Injuries, Conditions, and Complications from the use of the Defendants' GLP-1 Products.
204. As a result of the Defendants' conduct, the Plaintiff and putative Class Members have incurred, and continue to incur, expenses and special damages of a nature and amount to be particularized prior to trial.
205. Expenses related to the medical treatment that the Plaintiff and putative Class Members have undergone, and will continue to undergo, have been borne by provincial and/or territorial health insurers. As a result of the Defendants' negligence, such public health insurers have suffered and will continue to suffer damages for which they are entitled to compensation by virtue of their rights of subrogation in respect of all past and future insured services. These subrogated interests are asserted by the Plaintiff and the putative Class Members pursuant to, and in reliance upon, the *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27, and similar legislation in other provinces and/or territories, where applicable.
206. The Plaintiff and putative Class Members also claim punitive, aggravated, and exemplary damages from the reckless and unlawful conduct of the Defendants.
207. The Defendants engaged in conduct that constituted a marked departure from ordinary standards of decent behaviour. The Defendants egregiously overlooked and/or deliberately withheld information regarding serious risks associated with

GLP-1 Products and failed to provide any warning, or any adequate warning, of the risks of Injuries, Conditions, and Complications, despite a preponderance of scientific evidence and other reports linking GLP-1 Products to those risks.

C. Jurisdiction

208. There is a real and substantial connection between British Columbia and the facts alleged in this case. The Plaintiff and putative Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28 (“CJPTA”), in respect of the Defendants. Without limiting the foregoing, a real and substantial connection exists pursuant to ss. 10(f) to 10(h) of the CJPTA because:

- (a) the case concerns restitutionary obligations that arose in British Columbia;
- (b) the case concerns a tort committed in British Columbia; and
- (c) the case concerns a business carried on in British Columbia.

Plaintiff’s address for service: **Siskinds LLP**
555 Burrard Street, Suite 16-111
Vancouver, BC, V7X 1M8

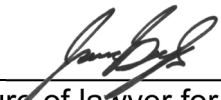
Fax number address for service (if any): 1.519.660.7859

E-mail address for service (if any): jill.mccartney@siskinds.com

Place of trial: Vancouver, British Columbia

The address of the registry is: 800 Smithe Street, Vancouver, BC, V6Z 2E1

Date: February 11, 2026



Signature of lawyer for Plaintiff
Jill S. McCartney
James E. Boyd
Jordyn T. Liebman
Charles M. Wright

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a claim for injuries, loss, and damages suffered as a result of the Defendants' negligence in the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their GLP-1 Products.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

Class Proceedings Act, R.S.B.C. 1996, c. 50

Food and Drugs Act, R.S.C. 1985, c. F-27

Health Care Costs Recovery Act, S.B.C. 2008, c. 27

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The Plaintiff, Diane Dillon, claims the right to serve this pleading on the Defendants outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and putative Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* (CJPTA) in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(f) to 10(h) of the CJPTA because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia; and
- (h) concerns a business carried on in British Columbia.