UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

Darren Dowell v. Takeda Pharmaceuticals America, Inc. et al.

Dowell · No. 26-65 · Decided March 24, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana granted defendants' motion to dismiss claims arising from alleged injuries caused by proton pump inhibitors. The court held that the complaint insufficiently pleaded claims under the Louisiana Products Liability Act, but granted the plaintiff 20 days to amend and ordered that failure to amend would result in dismissal without prejudice.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Jane Triche Milazzo
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	March 24, 2026
DOCKET	26-65
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's product-liability claims for failure to state a claim. Plaintiff did not oppose the motion. The court granted the motion but allowed Plaintiff 20 days to amend.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor, but disregards legal conclusions couched as factual allegations. The complaint must contain sufficient factual matter to state a claim that is plausible on its face.
PRECEDENTIAL VALUE	Unknown; district court order
PARTIES	Darren Dowell v. Takeda Pharmaceuticals America, Inc., Pfizer Inc., Wyeth, LLC, Perrigo Company

TOPICS

motions to dismiss | products liability | pleadings | civil procedure

PRACTICE AREAS

civil procedure | products liability | pharmaceutical liability | health law

QUESTIONS PRESENTED

1. Whether the complaint plausibly stated a claim under the Louisiana Products Liability Act.
2. Whether the complaint adequately alleged a construction or composition defect.
3. Whether the complaint adequately alleged a design defect.
4. Whether the complaint adequately alleged a failure-to-warn defect.
5. Whether the complaint adequately alleged nonconformity to an express warranty.
6. Whether Plaintiff should be allowed to amend the deficient complaint.

HOLDINGS

1. The Louisiana Products Liability Act establishes the exclusive theories of liability for manufacturers for damage caused by their products; Plaintiff's claims therefore had to satisfy one of the theories recognized by the Act.
2. Plaintiff failed to state a construction or composition defect claim because he alleged only that the proton pump inhibitors were defective and unreasonably dangerous, without identifying a specific defect or a causal connection between a manufacturing-process failure and the injury.
3. Plaintiff failed to state a design-defect claim because the complaint did not allege an alternative design capable of preventing the claimed injury or that the danger and gravity of the injury outweighed the adverse effects on utility and the burden of adopting the alternative design.
4. Plaintiff failed to state a failure-to-warn claim because he did not identify the potentially damage-causing characteristic of the proton pump inhibitors or provide facts concerning the characteristic's cause, frequency, severity, or consequences.
5. Plaintiff failed to state an express-warranty claim because he did not identify any express warranty made by Defendants or allege that he used the product because of such a warranty, that the product failed to conform to it, and that the resulting damage was proximately caused by the untrue warranty.
6. Plaintiff was granted 20 days to amend the complaint to remedy the identified deficiencies, and failure to amend would result in dismissal without prejudice.

KEY QUOTATIONS

> *"To survive a Rule 12(b)(6) motion to dismiss, a plaintiff must plead enough facts "to state a claim for relief that is plausible on its face.""* (at 2)

> *"The Louisiana Products Liability Act ("LPLA") "establishes the exclusive theories of liability for manufacturers for damage caused by their products. A claimant may not recover from a manufacturer for*

> *damage caused by a product on the basis of any theory of liability that is not set forth in [the LPLA].””* (at 2-3)

> *“Accordingly, the Court grants Plaintiff leave to amend his Complaint to attempt to remedy the deficiencies identified herein.”* (at 6)

FACTUAL BACKGROUND

Plaintiff alleged that he used proton pump inhibitors, including products such as Prilosec, Nexium, Prevacid, and Protomix, beginning in 2006. He alleged that he was diagnosed with squamous cell and adenocarcinoma cancers of the esophagus and stomach in 2024 and that his use of the medications caused those cancers. The complaint alleged generally that Defendants' products were defective, unreasonably dangerous, and inadequately warned, but did not identify the specific medication, dosage, duration, prescriber, manufacturer, dangerous characteristic, alternative design, or express warranty.

PROCEDURAL HISTORY

Darren Dowell filed a products-liability action against manufacturers and suppliers of proton pump inhibitors. Takeda Pharmaceuticals America, Inc., Pfizer Inc., Wyeth, LLC, and Perrigo Company moved to dismiss, asserting that the complaint contained insufficient factual allegations. The court independently considered the motion despite Plaintiff's failure to oppose it, granted dismissal of the deficient claims, and granted leave to amend; failure to amend would result in dismissal without prejudice.

DISPOSITION

other

CASES CITED

- Servicios Azucareros de Venezuela, C.A. v. John Deere Thibodeaux, Inc., 702 F.3d 794, 806 (5th Cir. 2012)
- Johnson v. Pettiford, 442 F.3d 917, 918 (5th Cir. 2006) (per curiam)
- John v. State of Louisiana (Bd. of Trs. for State Colls. and Univs.), 757 F.2d 698, 709 (5th Cir. 1985)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 547 (2007)
- Lormand v. U.S. Unwired, Inc., 565 F.3d 228, 232 (5th Cir. 2009)
- Lormand v. U.S. Unwired, Inc., 565 F.3d 228, 255-57 (5th Cir. 2009)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498 (5th Cir. 2000)
- Stahl v. Novartis Pharm. Corp., 283 F.3d 254, 260-61 (5th Cir. 2002)
- Flagg v. Stryker Corp., 647 F. App'x 314, 316 (5th Cir. 2016)
- Funk v. Stryker Corp., 631 F.3d 777, 782 (5th Cir. 2011)
- Stahl v. Novartis Pharm. Corp., 283 F.3d 254, 264 (5th Cir. 2002)
- Caboni v. Gen. Motors Corp., 278 F.3d 448, 452 (5th Cir. 2002)
- Guidry v. Janssen Pharms., Inc., 206 F. Supp. 3d 1187, 1199 (E.D. La. 2016)

- Pellegrin v. C.R. Bard, No. CV 17-12473, 2018 WL 3046570, at *5 (E.D. La. June 20, 2018)
- Buc-ee's, Ltd. v. Bucks, Inc., 262 F. Supp. 3d 453, 467 (S.D. Tex. 2017)
- Great Plains Trust Co. v. Morgan Stanley Dean Witter & Co., 313 F.3d 305, 329 (5th Cir. 2002)

OPINION

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA DARREN DOWELL CIVIL ACTION VERSUS NO: 26-65 TAKEDA PHARMACEUTICALS AMERICA, INC. ET AL. SECTION “H” ORDER AND REASONS Before the Court is Defendants’ Motion to Dismiss (Doc. 8).

For the following reasons, the Motion is GRANTED. BACKGROUND Plaintiff Darren Dowell filed this action against AstraZeneca PLC; Takeda Pharmaceutical Company Limited; Takeda Pharmaceuticals America, Inc.; Perrigo Company; Wyeth, LLC; and Pfizer Inc. as the manufacturers and suppliers of proton pump inhibitors, such as Prilosec, Nexium, Prevacid, and Protomix (collectively, “PPIs”).

Plaintiff alleges that he was prescribed PPIs beginning in 2006 until he was diagnosed with squamous cell and adenocarcinoma cancers of his esophagus and stomach in 2024. Plaintiff alleges that his cancer was caused by his usage of PPIs. He alleges that the 1 PPIs manufactured by Defendants were defective, unreasonably dangerous, and that Defendants failed to warn about the dangers.

Defendants Takeda Pharmaceuticals America, Inc.; Pfizer Inc.; Wyeth, LLC; and Perrigo Company have moved to dismiss the claims against them, arguing that Plaintiff’s Complaint contains insufficient allegations to state a claim.1 Plaintiff has failed to file an opposition to this Motion.

The Court may not, however, simply grant the instant Motion as unopposed. The Fifth Circuit approaches the automatic grant of dispositive motions with considerable aversion.2 Accordingly, this Court will consider Defendants’ arguments in turn. LEGAL STANDARD To survive a Rule 12(b)(6) motion to dismiss, a plaintiff must plead enough facts “to state a claim for relief that is plausible on its face.”3 A claim is “plausible on its face” when the pleaded facts allow the court to “draw the reasonable inference that the defendant is liable for the misconduct alleged.”4 A court must accept the complaint’s factual allegations as true and must “draw all reasonable inferences in the plaintiff’s favor.”5 The court need not, however, 1 Defendants Takeda Pharmaceutical Company Limited and AstraZeneca PLC have not been joined in this matter.

2 See, e.g., Servicios Azucareros de Venezuela, C.A. v. John Deere Thibodeaux, Inc., 702 F.3d 794, 806 (5th Cir. 2012); Johnson v. Pettiford, 442 F.3d 917, 918 (5th Cir. 2006) (per curiam); John v. State of Louisiana (Bd. of Trs. for State Colls. and Univs.), 757 F.2d 698, 709 (5th Cir.1985). 3 Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 547 (2007)).

4 Id. 5 Lormand v. U.S. Unwired, Inc., 565 F.3d 228, 232 (5th Cir. 2009). 2 accept as true legal conclusions couched as factual allegations.6 To be legally sufficient, a complaint must establish more than a "sheer possibility" that the plaintiff's claims are true.7 If it is apparent from the face of the complaint that an insurmountable bar to relief exists and the plaintiff is not entitled to relief, the court must dismiss the claim.8 The court's review is limited to the complaint and any documents attached to the motion to dismiss that are central to the claim and referenced by the complaint.9 LAW AND ANALYSIS The Louisiana Products Liability Act ("LPLA") "establishes the exclusive theories of liability for manufacturers for damage caused by their products.

A claimant may not recover from a manufacturer for damage caused by a product on the basis of any theory of liability that is not set forth in [the LPLA]."10 Accordingly, considering the facts of Plaintiff's Complaint, he is limited to claims under the LPLA. "To maintain a successful products liability action under the LPLA, a plaintiff must establish four elements: (1) that the defendant is a manufacturer of the product; (2) that the claimant's damage was proximately caused by a characteristic of the product; (3) that this characteristic made the product 'unreasonably dangerous'; and (4) that the claimant's damage arose from a reasonably anticipated use of the product by the claimant or someone else."11 Under the LPLA, 6 Iqbal, 556 U.S. at 678.

7 Id. 8 Lormand, 565 F.3d at 255–57. 9 Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498 (5th Cir. 2000). 10 LA. REV. STAT. § 2800.52. 11 Stahl v. Novartis Pharm. Corp., 283 F.3d 254, 260–61 (5th Cir. 2002). 3 [a] product is unreasonably dangerous if and only if: (1) The product is unreasonably dangerous in construction or composition as provided in R.S.

9:2800.55; (2) The product is unreasonably dangerous in design as provided in R.S. 9:2800.56; (3) The product is unreasonably dangerous because an adequate warning about the product has not been provided as provided in R.S. 9:2800.57; or (4) The product is unreasonably dangerous because it does not conform to an express warranty of the manufacturer about the product as provided in R.S.

9:2800.58.12 Here, Plaintiff does not specifically allege that Defendants' products are unreasonably dangerous in one or more of these four ways. Accordingly, this Court will consider whether he has stated a claim under any theory. A. Construction/Composition Defect First, Defendants allege that Plaintiff has failed to plead sufficient facts to support a claim under a construction/composition defect theory.

To show a construction/composition defect, a plaintiff must allege that "at the time the product left its manufacturer's control, the product deviated in a material way from the manufacturer's specifications or performance standards for the product or from otherwise identical products manufactured by the same manufacturer."13 The Fifth Circuit has held that to plead a claim under this theory, the complaint must specify the defect, "a causal connection between the failure of the specific manufacturing process and the specific defect in the process that caused the personal

injury.”14 Plaintiff’s Complaint alleges only that the PPIs were defective and unreasonably dangerous.

These vague and 12 LA. REV. STAT. § 9:2800.54. 13 Flagg v. Stryker Corp., 647 F. App’x 314, 316 (5th Cir. 2016). 14 Funk v. Stryker Corp., 631 F.3d 777, 782 (5th Cir. 2011). 4 conclusory allegations are insufficient to state a manufacturing defect claim under the LPLA. B. Design Defect Similarly, Defendants allege that Plaintiff has failed to allege a design defect claim.

To state a claim for a design defect, a plaintiff must show that “at the time the product left the manufacturer’s control[,] [t]here existed an alternative design for the product that was capable of preventing the claimant’s damage and that the danger and gravity of that damage outweighed any adverse effects on the utility of the product and the burden on the manufacturer of adopting the alternative design.”15 Plaintiff’s Complaint does not come close to making these specific allegations and therefore does not state a claim for a design defect under the LPLA.

C. Failure-to-Warn Next, Defendants argue that Plaintiff has failed to adequately allege a failure-to-warn claim. “To successfully maintain a failure-to-warn claim under the LPLA, a plaintiff must demonstrate that the product in question has a potentially damage-causing characteristic and that the manufacturer failed to use reasonable care to provide an adequate warning about this characteristic.”16 “To meet the first prong of this test, we have indicated that a plaintiff must provide evidence about the ‘cause, frequency, severity, or consequences’ of the dangerous characteristic in question.”17 Plaintiff has failed to even allege what characteristic of the PPIs made them dangerous, 15 Flagg, 647 F. App’x at 316.

16 Stahl v. Novartis Pharms. Corp., 283 F.3d 254, 264 (5th Cir. 2002). 17 Id. 5 much less provide the required specificity. Instead, Plaintiff asserts only conclusory allegations, such as that the products “possess inherent and known properties that make them unreasonably dangerous by presenting high potential for causing serious injury” or that “health hazards” were “inherent in the PPIs.”18 These allegations do not satisfy the pleading requirements for a failure-to-warn claim under the LPLA.

D. Nonconformity to Express Warranty Finally, Defendants argue that Plaintiff has failed to allege facts to support a claim for nonconformity to express warranty. To maintain a claim for nonconformity of express warranty, Plaintiff must allege that “(1) the manufacturer made an express warranty regarding the product, (2) the plaintiff was induced to use the product because of that warranty, (3) the product failed to conform to that express warranty, and (4) the plaintiff’s damage was proximately caused because the express warranty was untrue.”19 “An ‘express warranty’ is a representation or statement about a product that affirms the product possesses specified characteristics or qualities.

It does not include a general opinion or general praise.”20 General statements that a product is safe are insufficient to be deemed express warranties.21 Plaintiff’s Complaint does not indicate any express warranty made by Defendants. 18 Doc. 1-1. 19 Caboni v. Gen. Motors Corp., 278 F.3d 448, 452 (5th Cir. 2002). 20 Guidry v. Janssen Pharms., Inc., 206 F. Supp. 3d 1187, 1199 (E.D.

La. 2016) (internal citations omitted). 21 See Pellegrin v. C.R. Bard, No. CV 17-12473, 2018 WL 3046570, at *5 (E.D. La. June 20, 2018) (J. Vance) (stating that “plaintiff’s vague and conclusory allegations fail to specify the contents of defendants’ representations”). 6 Accordingly, Plaintiff has not alleged a claim for nonconformity to express warranty under the LPLA.

As set forth above, Plaintiff's allegations are woefully insufficient to state any claim under the LPLA. In addition to the deficiencies already identified, Plaintiff fails to provide sufficient details to put Defendants on notice of the claims against them.

For example, Plaintiff fails to allege with any specificity which medication he took, the duration or dosage of each medication, who prescribed the medication, and who manufactured which medication. That said, “unless futile, courts generally allow one chance to amend deficient pleadings before dismissing with prejudice.”*?

Accordingly, the Court grants Plaintiff leave to amend his Complaint to attempt to remedy the deficiencies identified herein. CONCLUSION For the foregoing reasons, the Motion is GRANTED. Plaintiff shall amend his Complaint within 20 days of this Order to the extent that he can remedy the deficiencies identified herein. Failure to amend will result in dismissal without prejudice of Plaintiffs claims.

New Orleans, Louisiana this 28rd day of March, 2026. Gg TRICHE Lh 3 UNITED STATES DISTRICT JUDGE 22 Buc-ee’s, Ltd. v. Bucks, Inc., 262 F. Supp. 3d 453, 467 (S.D. Tex. 2017) (citing Great Plains Trust Co. v. Morgan Stanley Dean witer & Co., 313 F.3d 305, 329 (5th Cir. 2002)).