

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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Nancy Calchi, individually and on behalf of all others :  
similarly situated, :  
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: Lead Case No. 7:22-cv-01341-KMK  
:  
Plaintiff, :  
:  
:  
v. :  
:  
:  
GlaxoSmithKline Consumer Healthcare Holdings (US) :  
LLC, GSK Consumer Health, Inc., and Pfizer Inc., :  
:  
Defendants. :  
:  
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:  
Stacey Papalia, on behalf of herself and all others :  
similarly situated, :  
:  
: Case No. 7:22-cv-02630-KMK  
:  
Plaintiff, :  
:  
:  
v. :  
:  
:  
GlaxoSmithKline Consumer Healthcare Holdings (US) :  
LLC, :  
:  
Defendant. :  
:  
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**JOINT STIPULATION TO DISMISS DEFENDANT PFIZER INC.**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Defendant Pfizer Inc. (“Pfizer”), and all Plaintiffs to this litigation (collectively, the “Parties”), by and through their respective attorneys, jointly stipulate to dismiss Pfizer from this case (without prejudice). As set forth below, GlaxoSmithKline Consumer Healthcare Holdings (US) LLC (“GSK Consumer Healthcare”), an existing Defendant, is now responsible for defending against all claims and for all liabilities related to the Robitussin® products at issue in this case.

In support of this joint stipulation, the Parties state the following:

1. Defendants represent that, pursuant to a Stock and Asset Purchase Agreement dated December 19, 2018 (“SAPA”), GSK Consumer Healthcare acquired the rights to Robitussin® products, including the products at issue in this litigation. The SAPA is Exhibit 4.10 to the Form 20-F filed by GlaxoSmithKline plc with the United States Securities and Exchange Commission (“SEC”) on March 15, 2019 and which is available online. The transaction closed on July 31, 2019. *See* Form 20-F filed by GlaxoSmithKline plc with the SEC on March 12, 2021 at 60 (available online).

2. Defendants represent that, pursuant to Section 2.4 of the SAPA, GSK Consumer Healthcare assumed all of the liabilities of Pfizer’s consumer healthcare business, including Robitussin® products, regardless of whether those liabilities arose prior to, on, or after the close of the transaction, including all liabilities related to the “design, manufacture, testing, marketing, distribution, use or sale of” Pfizer’s consumer healthcare products, including warranty obligations and regardless of the legal theory asserted. Accordingly, pursuant to the SAPA, GSK Consumer Healthcare is now responsible for defending against litigation arising out of or related to Robitussin® products as well as the liability (if any) ensuing from such litigation.

3. Both Pfizer and GSK Consumer Healthcare are currently named defendants on all

pleadings, motions, and other filings herein.

4. To the extent discovery of Pfizer is required, Pfizer will provide access to GSK Consumer Healthcare to permit it to produce from Pfizer responsive discovery facts, documents, information, materials, and witnesses, if any, relating to the products at issue, if such discovery is in the possession or control of Pfizer and not GSK Consumer Healthcare. Neither GSK Consumer Healthcare nor Pfizer will object to these discovery requests based on the fact or argument that Pfizer is no longer a named party. At the same time, however, neither GSK Consumer Healthcare nor Pfizer waives any objections to any future discovery requests that Plaintiffs may serve (including, but not limited to, relevancy, proportionality, privacy, confidentiality, privilege, competency, admissibility, burden, or any other good-faith objections) and the parties agree to meet and confer in the event discovery in the possession or control of Pfizer and not GSK Consumer Healthcare arises.

5. All other evidentiary matters related to Pfizer will be viewed as if Pfizer were a party, including use of evidence at the time of trial, including with respect to business record exceptions and party admissions.

WHEREFORE, pursuant to the foregoing, the Parties stipulate to dismiss Defendant Pfizer Inc. from this case without prejudice.

Dated: August 4, 2022

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*Counsel for Defendants*

Dated: August 4, 2022

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Dated: August 4, 2022

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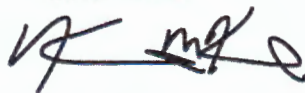
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So Ordered.



8/4/22