To: Plaintiff and Defendants– You are hereby notified to plead to the enclosed New Matter within twenty (20) days of service thereof or a default judgment may be entered against you.

Filed and Attested by
PROTHONOTARY
03 FEB 2010 09:00 am

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IN RE: DENTURE ADHESIVE CREAM LITIGATION

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
TRIAL DIVISION

June Term, 2009

No. 4534

THIS DOCUMENT RELATES TO ALL CASES

ANSWER, NEW MATTER, AND DEMAND FOR JURY TRIAL OF THE PROCTER & GAMBLE DISTRIBUTING LLC AND THE PROCTER & GAMBLE MANUFACTURING COMPANY TO PLAINTIFF(S)' MASTER LONG-FORM COMPLAINT AND JURY DEMAND

Defendants, THE PROCTER & GAMBLE DISTRIBUTING LLC, ("P&G Distributing") and THE PROCTER & GAMBLE MANUFACTURING COMPANY, ("P&G Manufacturing") or, collectively, ("P&G Defendants"), by and through their undersigned attorneys, hereby file this Answer and New Matter to "Plaintiff(s)' Master Long-Form Complaint and Jury Demand" ("the Complaint"), and in response thereto state as follows:

PRELIMINARY STATEMENT

Plaintiffs' Complaint contains insufficient particularity to allow P&G Defendants to

Case ID: 090604534

determine what they have allegedly done wrong, and it improperly refers to P&G Defendants and other defendants on a collective basis, without specifying the conduct purportedly attributable to P&G Defendants.

To the extent that the allegations in the Complaint refer to the knowledge, conduct or actions of other persons or entities, P&G Defendants are generally without knowledge or information sufficient to form a belief as to the truth of those allegations. P&G Defendants are answering Plaintiffs' allegations solely on behalf of themselves and with regard to P&G Defendants' products only, even when Plaintiffs' allegations refer to alleged conduct by defendants collectively.

P&G Defendants deny each and every allegation contained in the Complaint, except as specifically herein admitted, and any factual averments admitted herein are admitted only as to the specific facts and not as to any conclusions, characterizations, implications, innuendos or speculation contained in any averment or in the Complaint as a whole.

These comments are incorporated, to the extent appropriate, into each numbered Paragraph of this Answer.

DEFENDANTS[1]

1. The statements contained in Paragraph 1 of the Complaint are preliminary and introductory and do not require a response.

2. The statements contained in Paragraph 2 of the Complaint are preliminary and introductory and do not require a response.

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[1] For the convenience of the Court, P&G Defendants refer throughout to the same headings utilized by Plaintiffs in their Complaint. By doing so, P&G Defendants do not agree or admit that the headings are accurate, appropriate or

(continued...)

Case ID: 090604534

3. The statements contained in Paragraph 3 of the Complaint are preliminary and introductory and do not require a response.

4. The statements contained in Paragraph 4 of the Complaint are preliminary and introductory and do not require a response.

5. The statements contained in Paragraph 5 of the Complaint are preliminary and introductory and do not require a response.

PLAINTIFF(S)

6. The statements contained in Paragraph 6 of the Complaint are preliminary and introductory and do not require a response. To the extent a response is required, P&G Defendants state that this Master Answer and New Matter is filed for any action filed by any Plaintiffs' counsel who has signed agreement to the Master Complaint. P&G Defendants incorporate this Master Answer and New Matter into any Answer and New Matter filed in response to any "Short-Form Complaint" hereafter filed.

DEFENDANT(S)' DENTURE CREAMS WITH ZINC

7. With respect to the allegations statements contained in Paragraph 7 of the Complaint, P&G Defendants admit that P&G Manufacturing manufactured and packaged the named FIXODENT® products[2] and that P&G Distributing promoted, marketed, distributed and sold the named FIXODENT® products. P&G Defendants deny the remaining allegations

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(..continued)
substantiated.

[2] For the convenience of the Court, any reference throughout P&G Defendants' Answer to FIXODENT® constitutes a reference to every FIXODENT® product identified in Paragraph 7 of the Plaintiffs' Master Long-Form Complaint.

Case ID: 090604534

contained in Paragraph 7 of the Complaint, including the allegation that the named FIXODENT® products injured or harmed Plaintiffs.

8. The allegations contained in Paragraph 8[3] are not directed at P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 8 of the Complaint which are, therefore, denied.

9. The statements contained in Paragraph 9 of the Complaint are preliminary and introductory and do not require a response.

FACTUAL ALLEGATIONS

10. P&G Defendants deny the allegations contained in Paragraph 10 of the Complaint to the extent that such allegations pertain to them and the product FIXODENT®, but lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

11. With respect to the allegations contained in Paragraph 11 of the Complaint, P&G Defendants admit only that P&G Manufacturing manufactured and packaged FIXODENT®, and that P&G Distributing advertised, marketed, distributed and sold FIXODENT®, but deny the remaining allegations contained therein. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

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[3] For the convenience of the Court, any reference throughout P&G Defendants' Answer to SUPER POLIGRIP® constitutes a reference to every SUPER POLIGRIP® product identified in Paragraph 8 of Plaintiffs' Master Long-Form Complaint.

Case ID: 090604534

12. P&G Defendants admit the allegation contained in Paragraph 12 of the Complaint that FIXODENT® is a Class I medical product. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

13. P&G Defendants deny the allegations contained in Paragraph 13 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

14. P&G Defendants deny the allegations contained in Paragraph 14 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

15. P&G Defendants deny the allegations contained in Paragraph 15 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

16. P&G Defendants deny the allegations contained in Paragraph 16 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the

Case ID: 090604534

remaining allegations concerning other defendants or SUPER POLIGRIP® which are, therefore, denied.

GSK DEFENDANTS

17. The allegations contained in Paragraph 17 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 17 of the Complaint which are, therefore, denied.

18. The allegations contained in Paragraph 18 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 18 of the Complaint which are, therefore, denied.

19. The allegations contained in Paragraph 19 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 19 of the Complaint which are, therefore, denied.

20. The allegations contained in Paragraph 20 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 20 of the Complaint which are, therefore, denied.

21. The allegations contained in Paragraph 21 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 21 of the Complaint which are, therefore, denied.

Case ID: 090604534

22. The allegations contained in Paragraph 22 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 22 of the Complaint which are, therefore, denied.

23. The allegations contained in Paragraph 23 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 23 of the Complaint which are, therefore, denied.

24. The allegations contained in Paragraph 24 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 24 of the Complaint which are, therefore, denied.

25. The allegations contained in Paragraph 25 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 25 of the Complaint which are, therefore, denied.

26. The allegations contained in Paragraph 26 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 26 of the Complaint which are, therefore, denied.

27. The allegations contained in Paragraph 27 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is

Case ID: 090604534

required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 27 of the Complaint which are, therefore, denied.

28. The allegations contained in Paragraph 28 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 28 of the Complaint which are, therefore, denied.

29. The allegations contained in Paragraph 29 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 29 of the Complaint which are, therefore, denied.

30. The allegations contained in Paragraph 30 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 30 of the Complaint which are, therefore, denied.

P&G DEFENDANTS

31. P&G Defendants admit only that P&G Distributing has its principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202 and may be served via its registered agent, CT Corporation. P&G Defendants deny the remaining allegations contained within Paragraph 31 of the Complaint.

32. With respect to the allegations contained in Paragraph 32 of the Complaint, P&G Defendants admit that P&G Distributing was and is engaged in promoting, marketing, distributing and selling FIXODENT®, but denies the remaining allegations contained therein.

Case ID: 090604534

33. P&G Defendants admit only that P&G Distributing does business in the Commonwealth of Pennsylvania and within Philadelphia County. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations within Paragraph 33 of the Complaint which are, therefore, denied.

34. P&G Defendants admit only that P&G Distributing does business in the Commonwealth of Pennsylvania and within Philadelphia County. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations within Paragraph 33 of the Complaint which are, therefore, denied.

35. P&G Defendants deny the allegations contained in Paragraph 35 of the Complaint.

36. P&G Defendants admit the allegations contained in Paragraph 36 of the Complaint.

37. With respect to the allegations contained in Paragraph 37 of the Complaint, P&G Defendants admit only that P&G Manufacturing was and is engaged in the manufacturing and packaging of FIXODENT®, but deny the remaining allegations contained therein.

38. With respect to the allegations contained in Paragraph 38 of the Complaint, P&G Defendants admit only that P&G Manufacturing does business in Pennsylvania. P&G Defendants deny the remaining allegations in Paragraph 38 of the Complaint.

39. P&G Defendants deny the allegations contained in Paragraph 39 of the Complaint.

40. P&G Defendants deny the allegations contained in Paragraph 40 of the Complaint.

41. With respect to the allegations contained in Paragraph 41 of the Complaint, P&G

Case ID: 090604534

Defendants admit only that P&G DISTRIBUTING advertised, marketed, distributed and sold FIXODENT® and that P&G MANUFACTURING manufactured and packaged FIXODENT®. P&G Defendants deny the remaining allegations contained in Paragraph 41 of the Complaint.

42. The allegations contained in Paragraph 42 of the Complaint call for legal conclusions to which no response is necessary. To the extent a response may be required, P&G Defendants deny the allegations contained in Paragraph 42 of the Complaint.

FIXODENT

43. With respect to the allegations contained in Paragraph 43 of the Complaint, P&G Defendants admit only that FIXODENT® is marketed and sold in the United States in a tube that comes in a box and that FIXODENT® comes in 2.4, 2.2, 1.4 and 1.2 ounce tubes, among others. P&G Defendants deny the remaining allegations contained in Paragraph 43 of the Complaint.

44. P&G Defendants deny the allegations contained in Paragraph 44 of the Complaint.

SUPER POLIGRIP

45. The allegations contained in Paragraph 45 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 45 of the Complaint which are, therefore, denied.

46. The allegations contained in Paragraph 46 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 46 of the Complaint which are, therefore, denied.

Case ID: 090604534

47. The allegations contained in Paragraph 47 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 47 of the Complaint which are, therefore, denied.

48. The allegations contained in Paragraph 48 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 48 of the Complaint which are, therefore, denied.

49. The allegations contained in Paragraph 49 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 49 of the Complaint which are, therefore, denied.

50. The allegations contained in Paragraph 50 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 50 of the Complaint which are, therefore, denied.

51. The allegations contained in Paragraph 51 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 51 of the Complaint which are, therefore, denied.

52. The allegations contained in Paragraph 52 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is

Case ID: 090604534

required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 52 of the Complaint which are, therefore, denied.

53. The allegations contained in Paragraph 53 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 53 of the Complaint which are, therefore, denied.

54. The allegations contained in Paragraph 54 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 54 of the Complaint which are, therefore, denied.

55. The allegations contained in Paragraph 55 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 55 of the Complaint which are, therefore, denied.

56. The allegations contained in Paragraph 56 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations within Paragraph 56 of the Complaint which are, therefore, denied.

DEFENDANTS KNOWINGLY CONCEALED THE FIXODENT AND SUPER POLIGRIP ZINC PROBLEM

57. P&G Defendants admit only having knowledge that Fixodent® would be placed in the mouths of consumers who use denture creams to secure their dentures, but deny the

Case ID: 090604534

remaining allegations contained in Paragraph 57 of the Complaint. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

58. P&G Defendants deny the allegations contained in Paragraph 58 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

59. P&G Defendants deny the allegations contained in Paragraph 59 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

60. P&G Defendants deny the allegations contained in Paragraph 60 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

61. P&G Defendants deny the allegations contained in Paragraph 61 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

62. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 62 of the Complaint which are, therefore, denied.

63. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 63 of the Complaint which are, therefore, denied.

64. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 64 of the Complaint which are, therefore, denied.

65. The allegations contained in Paragraph 65 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 65 of the Complaint which are, therefore, denied.

66. The allegations contained in Paragraph 66 of the Complaint are not directed toward P&G Defendants and, therefore, no response is required. To the extent a response is required, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations within Paragraph 66 of the Complaint which are, therefore, denied.

67. With respect to the allegations contained in Paragraph 67 of the Complaint, P&G Defendants state that the text of the cited article speaks for itself. P&G Defendants deny the truth of any interpretations or conclusions drawn by Plaintiffs with respect to the article to the extent that such allegations pertain to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

68. With respect to the allegations contained in Paragraph 68 of the Complaint, P&G Defendants state that the text of the cited article speaks for itself. P&G Defendants deny the

Case ID: 090604534

truth of any interpretations or conclusions drawn by Plaintiffs with respect to the article to the extent that such allegations pertain to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

69. P&G Defendants deny the allegations contained in Paragraph 69 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

70. P&G Defendants deny the allegations contained in Paragraph 70 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

71. P&G Defendants deny the allegations contained in Paragraph 71 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

72. P&G Defendants deny the allegations contained in Paragraph 72 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining

Case ID: 090604534

allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

73. P&G Defendants deny the allegations contained in Paragraph 73 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

74. P&G Defendants deny the allegations contained in Paragraph 74 of the Complaint to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

COUNT I
(NEGLIGENCE)

75. With respect to Paragraph 75 of the Complaint, P&G Defendants repeat and re-allege their responses to Paragraphs 1 through 74 of the Complaint with the same force and effect as if fully set forth herein.

76. The allegations contained in Paragraph 76 of the Complaint call for a legal conclusion to which no response is necessary. To the extent a response may be required, P&G Defendants deny the allegations related to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

77. P&G Defendants deny the allegations contained in Paragraph 77 of the Complaint, to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

78. P&G Defendants deny the allegations contained in Paragraph 78 of the Complaint, including all subparts, to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

79. P&G Defendants deny the allegations contained in Paragraph 79 of the Complaint, to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

80. P&G Defendants deny the allegations contained in Paragraph 80 of the Complaint, to the extent that such allegations pertain to them and the product Fixodent®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

Case ID: 090604534

COUNT II
(STRICT PRODUCTS LIABILITY- DESIGN DEFECT)

81. With respect to Paragraph 81 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 80 of the Complaint with the same force and effect as if fully set forth herein.

82. With respect to the allegations contained in Paragraph 82 of the Complaint, P&G Defendants admit only that P&G Manufacturing was and is engaged in the manufacturing and packaging of FIXODENT® and that P&G Distributing was and is engaged in the marketing, promoting, distributing and selling of FIXODENT®, but deny the remaining allegations contained therein. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

83. P&G Defendants deny the allegations contained in Paragraph 83 of the Complaint to the extent that such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

84. P&G Defendants deny the allegations contained in Paragraph 84 of the Complaint to the extent that such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

85. P&G Defendants deny the allegations contained in Paragraph 85 of the Complaint, including all subparts, to the extent that such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

86. P&G Defendants deny the allegations contained in Paragraph 86 of the Complaint to the extent that such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

87. P&G Defendants deny the allegations contained in Paragraph 87 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

88. P&G Defendants deny the allegations contained in Paragraph 88 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

89. P&G Defendants deny the allegations contained in Paragraph 89 to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack

Case ID: 090604534

knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

90. P&G Defendants deny the allegations contained in Paragraph 90 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

91. P&G Defendants deny the allegations contained in Paragraph 91 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

92. P&G Defendants deny the allegations contained in Paragraph 92 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT III
(STRICT PRODUCTS LIABILITY – FAILURE TO WARN)

93. With respect to Paragraph 93 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 92 of the Complaint with the same force and effect

Case ID: 090604534

as if fully set forth herein.

94. P&G Defendants deny the allegations contained in Paragraph 94 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

95. P&G Defendants deny the allegations contained in Paragraph 95 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

96. P&G Defendants deny the allegations contained in Paragraph 96 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

97. The allegations contained in Paragraph 97 of the Complaint call for a legal conclusion to which no response is necessary. To the extent a response is required, P&G Defendants deny the allegations related to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

98. P&G Defendants deny the allegations contained in Paragraph 98 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

99. P&G Defendants deny the allegations contained in Paragraph 99 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

100. P&G Defendants deny the allegations contained in Paragraph 100 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

101. The allegations contained in Paragraph 101 of the Complaint call for a legal conclusion to which no response is necessary. To the extent a response is required, P&G Defendants deny the allegations related to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

102. P&G Defendants deny the allegations contained in Paragraph 102 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®.

Case ID: 090604534

P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

103. P&G Defendants deny the allegations contained in Paragraph 103 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT IV
(BREACH OF IMPLIED WARRANTIES)

104. With respect to Paragraph 104 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 103 of the Complaint with the same force and effect as if fully set forth herein.

105. With respect to the allegations contained in Paragraph 105 of the Complaint, P&G Defendants admit only that P&G Distributing marketed, distributed and sold FIXODENT®, and that P&G Manufacturing manufactured FIXODENT®, but deny the remaining allegations contained therein. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

106. The allegations contained in Paragraph 106 of the Complaint call for a legal conclusion to which no response is necessary. To the extent a response is required, P&G

Case ID: 090604534

Defendants deny the allegations related to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

107. P&G Defendants deny the allegations contained in Paragraph 107 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

108. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108 of the Complaint which are, therefore, denied.

109. P&G Defendants deny the allegations contained in Paragraph 109 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

110. P&G Defendants deny the allegations contained in Paragraph 110 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

111. P&G Defendants deny the allegations contained in Paragraph 111 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT V
(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

112. With respect to Paragraph 112 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 111 of the Complaint with the same force and effect as if fully set forth herein.

113. P&G Defendants deny the allegations contained in Paragraph 113 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

114. P&G Defendants deny the allegations contained in Paragraph 114 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

115. P&G Defendants deny the allegations contained in Paragraph 115 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

116. P&G Defendants deny the allegations contained in Paragraph 116 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT VI
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

117. With respect to Paragraph 117 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 116 of the Complaint with the same force and effect as if fully set forth herein.

118. P&G Defendants deny the allegations contained in Paragraph 118 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

119. P&G Defendants deny the allegations contained in Paragraph 119 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

120. P&G Defendants deny the allegations contained in Paragraph 120 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT VII
(VIOLATION OF PENNSYLVANIA'S CONSUMER PROTECTION ACT)

121. With respect to Paragraph 121 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 120 of the Complaint with the same force and effect as if fully set forth herein.

122. P&G Defendants deny the allegations contained in Paragraph 122 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

123. The allegations contained in Paragraph 123 of the Complaint call for a legal

Case ID: 090604534

conclusion to which no response is necessary. To the extent a response is required, P&G Defendants deny the allegations related to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

124. With respect to Paragraph 124 of the Complaint, P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiffs purchased FIXODENT® primarily for their personal use. P&G Defendants deny the remaining allegations to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

125. P&G Defendants deny the allegations contained in Paragraph 125 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

126. P&G Defendants deny the allegations contained in Paragraph 126 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

127. P&G Defendants deny the allegations contained in Paragraph 127 of the

Case ID: 090604534

Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

128. P&G Defendants deny the allegations contained in Paragraph 128 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

129. P&G Defendants deny the allegations contained in Paragraph 129 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT VIII
(VIOLATION OF STATE CONSUMER FRAUD ACTS)

130. With respect to Paragraph 130 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 129 of the Complaint with the same force and effect as if fully set forth herein.

131. The allegations contained in Paragraph 131 of the Complaint call for a legal conclusion to which no response is necessary. To the extent a response is required, P&G

Case ID: 090604534

Defendants deny the allegations related to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

132. P&G Defendants deny the allegations contained in Paragraph 132 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

133. P&G Defendants deny the allegations contained in Paragraph 133 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

134. P&G Defendants deny the allegations contained in Paragraph 134 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

135. P&G Defendants deny the allegations contained in Paragraph 135 of the Complaint, including all subparts, to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product

Case ID: 090604534

SUPER POLIGRIP® which are, therefore, denied.

136. P&G Defendants deny the allegations contained in Paragraph 136 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

137. P&G Defendants deny the allegations contained in Paragraph 137 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

138. P&G Defendants deny the allegations contained in Paragraph 138 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

139. P&G Defendants deny the allegations contained in Paragraph 139 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

140. P&G Defendants deny the allegations contained in Paragraph 140 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®.

Case ID: 090604534

P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

141. P&G Defendants deny the allegations contained in Paragraph 141 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT IX
(COMMON LAW FRAUD)

142. With respect to Paragraph 142 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 141 of the Complaint with the same force and effect as if fully set forth herein.

143. P&G Defendants deny the allegations contained in Paragraph 143 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

144. P&G Defendants deny the allegations contained in Paragraph 144 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the

Case ID: 090604534

remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

145. P&G Defendants deny the allegations contained in Paragraph 145 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

146. P&G Defendants deny the allegations contained in Paragraph 146 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

147. P&G Defendants deny the allegations contained in Paragraph 147 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT X
(LOSS OF CONSORTIUM)

148. With respect to Paragraph 148 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 147 of the Complaint with the same force and effect

Case ID: 090604534

as if fully set forth herein.

149. P&G Defendants deny the allegations contained in Paragraph 149 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

150. P&G Defendants deny the allegations contained in Paragraph 150 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT XI
(SURVIVAL ACTION)

151. With respect to Paragraph 151 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 150 of the Complaint with the same force and effect as if fully set forth herein.

152. P&G Defendants deny the allegations contained in Paragraph 152 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

153. The statements contained in Paragraph 153 of the Complaint are preliminary and introductory and do not require a response. To the extent a response is required, P&G Defendants deny such allegations.

154. The statements contained in Paragraph 154 of the Complaint are preliminary and introductory and do not require a response. To the extent a response is required, P&G Defendants deny such allegations.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

COUNT XII
(GROSS NEGLIGENCE AND MALICE)

155. With respect to Paragraph 155 of the Complaint, P&G Defendants repeat and re-allege their answers to Paragraphs 1 through 154 of the Complaint with the same force and effect as if fully set forth herein.

156. P&G Defendants deny the allegations contained in Paragraph 156 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

157. P&G Defendants deny the allegations contained in Paragraph 157 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

Case ID: 090604534

158. P&G Defendants deny the allegations contained in Paragraph 158 of the Complaint to the extent such allegations are directed to them and the product FIXODENT®. P&G Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning other defendants or the product SUPER POLIGRIP® which are, therefore, denied.

WHEREFORE, P&G Defendants demand judgment in their favor and against Plaintiffs along with such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, P&G Defendants respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs, along with other such legal and equitable relief as this Court deems just and proper.

NEW MATTER

By alleging the matters set forth below, P&G Defendants do not admit or allege that they have the burden of proof and/or the burden of persuasion with respect to any of these matters or that Plaintiffs are relieved of their burden to prove each and every element of their claims and the damages, if any, to which they are entitled.

159. Some or all of the claims asserted in Plaintiffs' Complaint fail to state a claim against P&G Defendants upon which relief may be granted and should, therefore, be dismissed.

160. Plaintiffs' claims are barred because there is no scientific proof of a causal connection between denture cream and the injuries alleged in the Complaint.

161. To the extent Plaintiffs seek equitable relief, they are not entitled to such relief because they have an adequate remedy at law.

162. At the time and place alleged in the Complaint, Plaintiffs were negligent and/or

Case ID: 090604534

assumed the risk which proximately caused or proximately contributed to cause any injuries and/or damages which Plaintiffs allegedly sustained, if any. Therefore any award to which Plaintiffs may be entitled should be either barred or reduced proportionally pursuant to the doctrine of comparative negligence.

163. P&G Defendants are entitled to all setoffs and limitations of liability pursuant to the doctrine of comparative fault.

164. Plaintiffs have failed to join all necessary and proper parties.

165. Venue is inconvenient and P&G Defendants may petition for change of venue pursuant to Pennsylvania Rule of Civil Procedure 1006.

166. Upon information and belief, this Court has no subject matter jurisdiction over the causes of action alleged in the Complaint.

167. Counts VIII and IX of Plaintiff(s)' Complaint, sounding in fraud, have not been pled with sufficient particularity as required under Pa. R.C.P. 1028(a)(3).

168. If there was any negligence that caused or contributed to the Plaintiffs' alleged injuries, it was solely the result of negligence on the part of third parties who were not under the care, custody, control or supervision of P&G Defendants, and therefore, Plaintiffs cannot recover against P&G Defendants, and any finding of liability and/or damages should be apportioned to these third parties in accordance with the applicable state law.

169. One or more of the purported claims in Plaintiffs' Complaint may be barred by the applicable statute of limitations and/or repose.

170. P&G Defendants state that Plaintiffs have failed to mitigate damages as required under Pennsylvania law and any such recovery should be reduced proportionally as a result of this failure.

Case ID: 090604534

171. P&G Defendants specifically claim any credit or set-off to which P&G Defendants may be entitled for any and all payments paid or payable to Plaintiffs for any damages alleged in the Complaint from any collateral source whatsoever.

172. The individual liability of each Answering Defendant, if any, should be apportioned by the Court according to the percentage of fault of each party, and should not be a joint liability among the persons liable.

173. If any defects existed with respect to P&G Defendants' products as alleged in the Complaint, any such alleged defects were open and obvious. Accordingly, Plaintiffs cannot recover herein against P&G Defendants.

174. P&G Defendants state that their products conformed to the state of the art, scientific and technical knowledge of risks, and the trade and custom in the industry as they existed at the time. Accordingly, Plaintiffs cannot recover herein against P&G Defendants.

175. P&G Defendants state that Plaintiffs failed to observe and follow the product instructions and any damages alleged in the Complaint are a result of this failure. Therefore, any award to which Plaintiffs may be entitled should either be barred or reduced accordingly pursuant to the doctrine of comparative negligence.

176. P&G Defendants deny that they issued any false and/or misleading advertising, representations, or statements to induce the purchase and use of Fixodent® products.

177. Plaintiffs' claims, or parts thereof, may be barred by reason of the Plaintiffs' lack of reliance on any representations made by P&G Defendants.

178. Plaintiffs' claims, or parts thereof, may be barred by Plaintiffs' inability to show any nexus between Plaintiffs' injuries, if any, and any alleged misrepresentation by P&G Defendants, which P&G Defendants specifically deny.

Case ID: 090604534

179. P&G Defendants affirmatively plead the defense of Comment k to Section 402A of the Restatement (Second) of Torts (1965).

180. P&G Defendants are entitled to the benefits of all defenses and presumptions contained in, or arising from, any Uniform Commercial Code provisions enacted by the Commonwealth of Pennsylvania and/or any of the states in which Plaintiffs' allege to have made a purchase.

181. P&G Defendants state that at all times material to the Complaint, the product was materially and substantially altered and this alteration was the sole, proximate cause or a contributing cause to any alleged product failure and Plaintiffs intentionally, or in the alternative, negligently continued to use the product in its altered condition and therefore Plaintiffs may be barred from any recovery against P&G Defendants pursuant to Pennsylvania common law.

182. P&G Defendants state that at all times material to the Complaint, the product was used by Plaintiffs and/or others in a negligent or improper manner and/or for a purpose not reasonably foreseeable and/or intended by P&G Defendants. Therefore, any award to which Plaintiffs may be entitled should be either barred or reduced accordingly.

183. If Plaintiffs sustained injuries or incurred expenses as alleged, these injuries and expenses, if any, were not caused by any product designed, manufactured, developed, sold, marketed or distributed by P&G Defendants.

184. If Plaintiffs are found to have been exposed to products designed, manufactured, developed, sold, marketed or distributed by P&G Defendants, then said exposure was *de minimis* and not the legal and proximate cause of Plaintiffs' injuries.

185. Plaintiffs' claims against P&G Defendants are barred, in whole or in part, by the Supremacy Clause, Article IV, Section 2 of the United States Constitution, because those claims

Case ID: 090604534

are preempted by federal law.

186. P&G Defendants have complied with all pertinent requirements promulgated by and under the United States Food and Drug Administration ("FDA"), the Drug Enforcement Agency, and all other governing agencies and statutes. The product at issue, Fixodent®, was approved pursuant to the applicable statutes and regulations. The labeling for Fixodent® was approved and controlled by the FDA. Such actions and federal regulations and statutes preempt Plaintiffs' claims under state law, and create a presumption that the product is not defective or unreasonably dangerous and that P&G Defendants cannot be held to be liable for civil damages.

187. The doctrine of primary jurisdiction bars the Plaintiffs' claims. The FDA has primary jurisdiction over the issues raised in the Complaint. The FDA, pursuant to federal law, has exclusive regulatory control of products such as those at issue here and the labeling thereof. Therefore, this Court should defer any consideration of the issues raised in the Complaint which are properly within the purview of the FDA, and refer such issues to the FDA for determination.

188. Plaintiffs' claims are barred, in whole or in part, by the doctrine of abstention in that the common law gives deference to discretionary actions by the FDA under the Federal Food, Drug and Cosmetic Act.

189. The doctrines of unclean hands, laches, waiver, and/or estoppel bar the Plaintiffs' claims.

190. Plaintiffs' claims may be barred to the extent they resulted from the conduct of Plaintiffs or any third parties or from superseding and/or intervening causes.

191. Any injuries sustained by Plaintiffs are the result of an unforeseeable series of events over which P&G Defendants had no control, and as such, constitutes an act of God for which P&G Defendants cannot be held liable.

Case ID: 090604534

192. Based upon the state of scientific, medical and technological knowledge at the time the Fixodent® products were allegedly ingested by the Plaintiffs, the products identified in the Complaint were reasonably safe for normal and foreseeable use and their benefits outweighed and exceeded any alleged risk associated with their use at all relevant times.

193. Plaintiffs' claims are barred because statements, promotions, and advertisements of Fixodent® products are protected by the First Amendment to the United States Constitution and the free speech provisions of the applicable state Constitution.

194. The conduct and activities of P&G Defendants with respect to Fixodent® products were fair and truthful based upon the state of knowledge existing at the relevant times alleged in the Complaint.

195. P&G Defendants are entitled to setoff for all sums of money recovered by or on behalf of Plaintiffs from other parties or non-parties to this action.

196. Plaintiffs are barred from recovering any damages because any harm caused by Fixodent® was caused by an inherent aspect of the product(s) that could not be eliminated without compromising its usefulness.

197. Plaintiffs' claims may be barred, in whole or in part, because the proximate cause of any alleged injury was Plaintiffs' choice to use Fixodent® products in a manner other than that recommended, or to misuse or abuse Fixodent® products.

198. To the extent that Plaintiffs' claims are based on a theory providing for liability without proof of causation, the claims violate P&G Defendants' rights under the United States Constitution and the Pennsylvania Constitution.

199. Plaintiffs are barred from recovering any damages because there was no practical or technically feasible design or formulation that would have prevented the harm alleged without

Case ID: 090604534

substantially impairing the usefulness or intended purpose of the products.

200. Plaintiffs' claims may be barred because of Plaintiffs' lack of awareness of, and lack of reliance upon, the representations alleged. P&G Defendants deny any intention to deceive Plaintiffs, and deny all allegations of misrepresentations. Further, P&G Defendants did not owe any duty of disclosure to Plaintiffs, or if such duty did exist, which P&G Defendants specifically deny, then P&G Defendants did not breach such duty.

201. Plaintiffs' claims may be barred to the extent the injuries alleged in the Complaint were caused or enhanced by pre-existing or unrelated medical conditions or psychiatric conditions and/or idiosyncratic reactions to Fixodent® products.

202. Plaintiffs' claims may be barred because P&G Defendants' alleged actions were not the legal cause of any injuries allegedly sustained by Plaintiffs.

203. Plaintiffs' claimed injuries and/or damages are so remote, speculative or contingent that Plaintiffs' claims must be barred on public policy grounds.

204. Plaintiffs' claims may be subject to dismissal or other remedies or sanctions because of the failure to preserve relevant evidence.

205. If it is determined that any warranties existed, it is asserted by P&G Defendants that such warranties were limited, not breached and have expired.

206. Plaintiffs' warranty claims, if any, may be barred by failure to provide timely notice of the alleged breach.

207. To the extent Plaintiffs seek punitive damages for breach of warranty, such damages are barred by 13 Pa. Cons. Stat. Ann. § 2714.

208. The nature, origin, causation, amount, and extent of the injuries, damages, and losses claimed are at issue and P&G Defendants demand proof of same as required by law.

Case ID: 090604534

209. P&G Defendants aver that any award of delay damages pursuant to Pa. R.C.P. 238 would be unconstitutional.

210. The "safe harbor" provisions for government-approved activities immunizes P&G Defendants from liability under the applicable consumer fraud laws invoked by Plaintiff(s).

211. Some of Plaintiffs' claims are barred in whole or in part by the First Amendment to the Constitution of the United States and Article II, Section II-22 of the Constitution of the Commonwealth of Pennsylvania, and/or the applicable Constitution of any other State or Commonwealth of the United States whose laws may be deemed controlling in this case.

212. Any claims by Plaintiffs for punitive damages are barred under Pennsylvania law because P&G Defendants have not acted intentionally, fraudulently, maliciously or recklessly with respect to the design, development, manufacture and marketing of FIXODENT® products.

213. Any judgment awarding punitive or exemplary damages against P&G Defendants is barred to the extent that it is inconsistent with the standards and limitations set forth in, among other cases, *BMW of North America, Inc. v. Gore,* 517 U.S. 559 (1996), and *State Farm Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003). P&G Defendants specifically incorporate by reference any and all standards or limitations regarding the determination, excessiveness and/or enforceability of punitive damage awards as announced in those cases and any others under Pennsylvania and/or the state law applicable to each particular Plaintiff.

214. Any judgment awarding punitive damages based on P&G Defendants' dissimilar conduct or acts; any acts or conduct not aimed toward Plaintiffs; any acts or conduct occurring outside the Commonwealth of Pennsylvania that may have been lawful where they occurred; any acts or conduct, independent from the acts or conduct that allegedly harmed the Plaintiffs whose claims are being tried; any acts or conduct lacking a nexus (or which bear no relation) to

Case ID: 090604534

the specific harms alleged by Plaintiffs whose claims are being tried; or any conduct or acts beyond that alleged in Plaintiffs' pleadings, would violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution, the due process provisions of the Pennsylvania Constitution, and the common law and public policies of the Commonwealth of Pennsylvania. Awarding punitive damages in this case based on any of these impermissible factors would effectively adjudicate the merits of other persons' hypothetical claims against P&G Defendants; it would create the possibility of multiple punitive damages for the same conduct; and it would violate the United States Supreme Court's pronouncements in *BMW of North America, Inc. v. Gore,* 517 U.S. 559 (1996), and *State Farm Insurance Co. v. Campbell,* 538 U.S. 408 (2003).

215. Any judgment awarding punitive damages under Pennsylvania law without proof of every element beyond a reasonable doubt would violate P&G Defendants' rights under Amendments Five, Six and Fourteen of the United States Constitution and Article I, Sections 2, 3 and 11 of the Pennsylvania Constitution. In addition, the assessment of punitive damages, a remedy that is essentially criminal in nature, without the protections found in the Pennsylvania Penal Law, constitutes infliction of a criminal penalty without the proper safeguards in violation of the Fifth, Sixth, Eighth and Fourteenth Amendments of the United States Constitution and Article I, Sections 1, 9 and 11 of the Pennsylvania Constitution.

216. Jury instructions under Pennsylvania statutory law are unconstitutional to the extent they: (1) do not provide any standard of sufficient clarity for determining the appropriateness, or the appropriate size, of any punitive damages award; (2) do not instruct on the limits of punitive damages imposed by the applicable principles of deterrence and punishment; (3) do not expressly prohibit juries from awarding punitive damages or determining

Case ID: 090604534

the amount of an award of punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics; (4) permit juries to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity the conduct or mental state that makes punitive damages permissible; (5) fail to instruct that punitive damages cannot be imposed for alleged harm to other plaintiffs or intervenors or to non-parties; and (6) fail to instruct that each element supporting an award of punitive damages must be established beyond a reasonable doubt. Any judgment awarding punitive damages utilizing Pennsylvania statutory punitive damages instructions would violate P&G Defendants' due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and by Article I, Sections 1, 9 and 11 of the Pennsylvania Constitution.

217. Any judgment awarding punitive damages to compensate Plaintiffs based on elements of damages not otherwise recognized by Pennsylvania law would violate P&G Defendants' due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and by Article I, Sections 1, 9 and 11 of the Pennsylvania Constitution.

218. An award of punitive damages based on conduct or acts committed by those who are not P&G Defendants' vice-principals would violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution, the due process provisions of the Pennsylvania Constitution, and the common law and public policies of the Commonwealth of Pennsylvania and would be erroneous.

219. To the extent Plaintiffs' pleas for punitive damages expose P&G Defendants to double jeopardy or call for P&G Defendants to be punished more than once for the same conduct in any other court, Plaintiffs' pleas violate P&G Defendants' rights under the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Sections 1, 9, 10 and 13 of the

Case ID: 090604534

Pennsylvania Constitution.

220. To the extent that Pennsylvania statutory law permits punishment to be measured by the net worth or financial status of P&G Defendants and imposes greater punishment on Defendants with larger net worth and/or engaged in substantial interstate commerce, any judgment awarding punitive damages would be unconstitutional insofar as Pennsylvania law arguably permits arbitrary, coercive, capricious and fundamentally unfair punishments; allows bias and prejudice to infect verdicts imposing punishment; does not significantly constrain a jury's or court's discretion in assessing and/or reviewing exemplary damages; does not meaningfully protect against excessive punitive damages awards; does not ensure reasonable proportionality between punitive damages awarded and legitimate state objectives for such damages; and allow dissimilar treatment of similarly situated defendants, in violation of the due process and equal protection provisions of the Pennsylvania and federal constitutions, as well as the Commerce Clause of the United States.

221. To the extent it seeks recovery of punitive damages, Plaintiffs' Complaint violates P&G Defendants' right to equal protection as provided in Article III, Section 32 of the Pennsylvania Constitution and the Fourteenth Amendment to the United States Constitution.

222. Any claim for unlimited punitive damages against P&G Defendants cannot be sustained, because an award of punitive damages under Pennsylvania law, which may not be subject to any predetermined limit, either a maximum multiple of compensatory damages or a maximum amount, would violate P&G Defendants' due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and by Article I, Sections 1, 9 and 11 of the Pennsylvania Constitution.

223. Plaintiffs' plea for punitive damages violates the supremacy clause of the United

Case ID: 090604534

States Constitution and the laws of Pennsylvania.

224. Plaintiffs' plea for punitive damages violates the separation of powers doctrine embodied in Article VI of the United States Constitution and Article II, Section 1, Article IV, Section 2 and Article V, Section 1 of the Pennsylvania Constitution.

225. The amount of punitive damages must be limited in accordance with P&G Defendants' due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and by Article I, Sections 1, 9 and 11 of the Pennsylvania Constitution, and the amount of punitive damages must bear a reasonable relationship to compensatory damages.

226. To the extent that the law of any other State or Commonwealth applies to some or all of the claims asserted herein, P&G Defendants incorporate and adopt all affirmative defenses that would be available as a matter of law, statute or regulation under the law of such State or Commonwealth.

227. P&G Defendants give notice that they intend to rely on additional affirmative and other defenses that become available or apparent during discovery.

WHEREFORE, Defendants The Procter & Gamble Distributing LLC and The Procter & Gamble Manufacturing Company hereby demand judgment:

a. dismissing the Complaint;

b. in the event that Plaintiffs are entitled to recover, that such damages be diminished in proportion to which the culpable conduct attributable to the Plaintiffs bear to the culpable conducting causing such damages;

c. apportioning fault between all parties; and

d. directing such other, further and different relief which may be just, proper and equitable, together with the costs and disbursements therein.

Case ID: 090604534

P&G Defendants demand a jury of twelve on all issues so triable.

Respectfully submitted,

Michael D. Brophy/23192

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Case ID: 090604534

CERTIFICATE OF SERVICE

I, Michael D. Brophy, Esquire, hereby certify that a true and correct copy of the ANSWER, NEW MATTER, AND DEMAND FOR JURY TRIAL OF THE PROCTER & GAMBLE DISTRIBUTING LLC AND THE PROCTER & GAMBLE MANUFACTURING COMPANY TO PLAINTIFF(S)' MASTER LONG-FORM COMPLAINT AND JURY DEMAND was served, on February 3, 2010 via *ECF filing* upon all counsel of record and via regular mail upon:

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Case ID: 090604534