KLINE & SPECTER, P.C.
By: Thomas R. Kline, Esquire/28895
By: Lee B. Balefsky, Esquire/25321
By: Michelle Tiger, Esquire/43872
1525 Locust Street, 19th Floor
Philadelphia, Pennsylvania 19102
(215) 772-1000

CHAFFIN LUHANA LLP
By: Eric T. Chaffin, Esquire/78725
By: Roopal P. Luhana, Esquire
330 Madison Ave., 6th Floor
New York, New York 10017
(888) 480-1123

Counsel for Plaintiff(s)

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

PLAINTIFF(S)' SECOND AMENDED MASTER LONG-FORM COMPLAINT AND JURY DEMAND

1. Pursuant to the July 20, 2009 Order by the Honorable Sandra A. Moss (the "Order"), the undersigned attorneys for Plaintiff(s) in the Denture Adhesive Cream Mass Tort Litigation Program bring this Master Complaint based upon counsel's investigation and upon information and belief.

DEFENDANTS

2. This Master Complaint is against the following defendants:

SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE
One Franklin Plaza, 200 North 16th Street
Philadelphia, Pennsylvania 19102;

GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C.
1000 GSK Drive
Moon Township, PA 15108;

GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P.
1000 GSK Drive
Moon Township, PA 15108;

BLOCK DRUG COMPANY INC.
257 Cornelison Ave., Jersey City, New Jersey, 07302
C/O Corporation Service Company
830 Bear Tavern Road, West Trenton, NJ 08628

THE PROCTER AND GAMBLE DISTRIBUTING LLC
One Procter & Gamble Plaza
Cincinnati, Ohio 45202

THE PROCTER & GAMBLE MANUFACTURING COMPANY
One Procter & Gamble Plaza
Cincinnati, Ohio 45202
C/O CT Corporation located at 1300 East 9th Street,
Cleveland, OH 44114

3. SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. and BLOCK DRUG COMPANY INC. are hereinafter referred to collectively as (the "GSK Defendants").

4. THE PROCTER AND GAMBLE DISTRIBUTING LLC and THE PROCTER & GAMBLE MANUFACTURING COMPANY are hereinafter referred to collectively as the ("P&G Defendants").

5. The GSK Defendants and the P&G Defendants are hereinafter collectively referred to as the "Defendants(s)."

PLAINTIFF(S)

6. Pursuant to the Order, this Master Complaint is filed for all Plaintiff(s) or if applicable, Plaintiff's spouse, child, decedent or ward represented by any Plaintiff(s)' counsel who has signed agreement to the Master Complaint and, by operation of such order, all

allegations pleaded herein are deemed pleaded in any "Short-Form Complaint" hereafter filed, unless otherwise indicated in a particular Short-Form Complaint.

DEFENDANT(S)' DENTURE CREAMS WITH ZINC

7. The over-the-counter ("OTC") denture creams that are alleged to have injured and harmed Plaintiff(s) in this litigation include all denture creams with zinc that were designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled and/or sold by the P&G Defendants, include (and hereinafter are collectively referred to as "FIXODENT"), but are not limited to, the following:

a. FIXODENT ORIGINAL;

b. FIXODENT FREE;

c. FIXODENT CONTROL;

d. FIXODENT CONTROL PLUS SCOPE FLAVOR;

e. FIXODENT CONTROL TO GO;

f. FIXODENT COMPLETE;

g. FIXODENT FRESH;

h. FIXODENT COMFORT;

i. FIXODENT EXTRA HOLD POWER; and

j. FIXODENT REGULAR HOLD POWDER.

8. The OTC denture creams that are alleged to have injured and harmed Plaintiff(s) in this litigation include all denture creams with zinc that were designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled and/or sold by the GSK Defendants, include (and hereinafter are collectively referred to as "SUPER POLIGRIP"), but are not limited to, the following:

a. SUPER POLIGRIP ORIGINAL;

b. SUPER POLIGRIP FREE (from in or about May 2003 through 2006);

c. SUPER POLIGRIP ULTRA FRESH; and

d. SUPER POLIGRIP EXTRA CARE WITH POLISEAL.

9. Collectively, FIXODENT and SUPER POLIGRIP are referred to hereinafter as "denture creams with zinc."

FACTUAL ALLEGATIONS

10. This is an action for damages suffered by Plaintiff(s) as a direct and proximate result of Defendant(s)' negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of denture creams containing zinc.

11. Defendant(s) developed, designed, formulated, manufactured, packaged, labeled, advertised, marketed, instructed on and warned about, distributed and sold FIXODENT and SUPER POLIGRIP, since at least 1990 and 1996, respectively.

12. SUPER POLIGRIP and FIXODENT are FDA Class I medical devices.

13. SUPER POLIGRIP and FIXODENT contain a form of zinc which is bonded to a chemical of unknown formulation.

14. Plaintiff(s) aver that when SUPER POLIGRIP and FIXODENT are foreseeably swallowed and/or otherwise exposed to the user's gastrointestinal tract and as a result, zinc in excess amounts is absorbed in the body's tissues, upsetting mineral homeostasis and resulting in depleted copper levels in the body. This copper depletion results in the development of, *inter alia*, a constellation of neurological symptoms and injuries.

15. By the time these symptoms are noticed and eventually connected to excess zinc and copper depletion, permanent neurological and other physical injury has already been suffered by the user.

16. While cessation of SUPER POLIGRIP and FIXODENT generally results in a return to normal zinc and copper levels, symptoms generally do not improve. The former user is thus left with permanent, profound personal injuries, and enduring disabilities.

GSK DEFENDANTS

17. Defendant, SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE is a Pennsylvania Corporation, which has its principal place of business at One Franklin Plaza, 200 North 16th Street, Philadelphia, Pennsylvania 19102.

18. At all times material hereto, Defendant SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling SUPER POLIGRIP.

19. Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. is a Pennsylvania Limited Liability Company which has its principal place of business at 1000 GSK Drive, Moon Township, PA 15108.

20. Upon information and belief, Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C., is a wholly owned subsidiary of Defendant, SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE.

21. At all times material hereto, Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling SUPER POLIGRIP.

22. Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P. is a Delaware Limited Partnership, which, upon information and belief, has Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C., acting as general partner.

23. At all times material hereto, Defendant, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P. was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling SUPER POLIGRIP.

24. The Defendant, BLOCK DRUG COMPANY INC. is a New Jersey corporation with a last known address of 257 Cornelison Ave., Jersey City, New Jersey, 07302. It may be served on its registered agent Corporation Service Company located at 830 Bear Tavern Road, West Trenton, NJ 08628.

25. Upon information and belief, the Defendant, BLOCK DRUG COMPANY INC. was acquired in 2001 by and is now a wholly owned subsidiary of the Defendant, SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE.

26. At all times material hereto, Defendant, BLOCK DRUG COMPANY INC. was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling SUPER POLIGRIP.

27. Upon information and belief, the Defendant, BLOCK DRUG COMPANY INC., was present and doing business in the United States generally and the Commonwealth of Pennsylvania and Philadelphia County in particular.

28. Defendant(s) SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. and GLAXOSMITHKLINE CONSUMER HEALTHCARE, L.P. developed, designed, formulated, manufactured, tested, packaged, labeled, advertised, marketed, distributed and have sold SUPER POLIGRIP denture adhesive product.

29. Furthermore, despite Defendants SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C., and

GLAXOSMITHKLINE CONSUMER HEALTHCARE, L.P., and/or BLOCK DRUG COMPANY, INC.'s purported business associations and corporate structures, Plaintiff(s) allege that Defendants GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P. and GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. and/or BLOCK DRUG COMPANY, INC., are and were, at all relevant times, actually the "alter egos" of Defendant SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE such that the acts, omissions, and/or transgressions of Defendants GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P., GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C. and/or BLOCK DRUG COMPANY, INC. were the acts, omissions, and/or transgressions of Defendant SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE because Defendant SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE exerted and continues to exert, and/or had and continues to have the right to exert, control, over all aspects of the development, design, formulation, manufacturing, testing, packaging, labeling, advertising, marketing, distributing and selling of SUPER POLIGRIP denture adhesive products while Defendants GLAXOSMITHKLINE CONSUMER HEALTHCARE L.P., GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C., and/or BLOCK DRUG COMPANY, INC. are and were, at all relevant times, shell entities that are undercapitalized, without a sufficient number of employees and/or staff of their own, without sufficient assets of their own, and/or without proper procedures required of such purported entities.

30. Plaintiff(s) further allege that Defendants SMITHKLINE BEECHAM d/b/a GLAXOSMITHKLINE, GLAXOSMITHKLINE CONSUMER HEALTHCARE L.L.C., GLAXOSMITHKLINE CONSUMER HEALTHCARE, L.P. and/or BLOCK DRUG COMPANY, INC. are and were, at all relevant times, the agents, employees, and/or representatives of each other and were acting in furtherance and in the course and scope of said

agency, employment, and/or representation in doing the acts, omissions, and transgressions herein alleged.

P&G DEFENDANTS

31. THE PROCTER AND GAMBLE DISTRIBUTING LLC is an Ohio Corporation, which has its principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202. It may be served on its registered agent CT Corporation located at 1300 East 9th Street, Cleveland, OH 44114.

32. At all times material hereto, THE PROCTER AND GAMBLE DISTRIBUTING LLC was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling FIXODENT.

33. Upon information and belief, at all relevant times, THE PROCTER AND GAMBLE DISTRIBUTING LLC was present and doing business in the Commonwealth of Pennsylvania and Philadelphia County in particular.

34. At all relevant times, THE PROCTER AND GAMBLE DISTRIBUTING LLC transacted, solicited, and conducted business in the Commonwealth of Pennsylvania and derived substantial revenue from such business.

35. At all relevant times, THE PROCTER AND GAMBLE DISTRIBUTING LLC expected or should have expected that its acts would have consequences within the Commonwealth of Pennsylvania.

36. THE PROCTER & GAMBLE MANUFACTURING COMPANY is an Ohio Corporation, which has its principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202. It may be served on its registered agent CT Corporation located at 1300 East 9th Street, Cleveland, OH 44114.

37. At all times material hereto, THE PROCTER & GAMBLE

MANUFACTURING COMPANY was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling FIXODENT.

38. Upon information and belief, at all relevant times, THE PROCTER & GAMBLE MANUFACTURING COMPANY was present and doing business in the Commonwealth of Pennsylvania and the County of Philadelphia in particular.

39. At all relevant times, THE PROCTER & GAMBLE MANUFACTURING COMPANY transacted, solicited, and conducted business in the Commonwealth of Pennsylvania and derived substantial revenue from such business.

40. At all relevant times, THE PROCTER & GAMBLE MANUFACTURING COMPANY expected or should have expected that its acts would have consequences within the Commonwealth of Pennsylvania.

41. THE PROCTER & GAMBLE MANUFACTURING COMPANY and THE PROCTER & GAMBLE DISTRIBUTING LLC developed, designed, formulated, manufactured, tested, packaged, labeled, advertised, marketed, distributed and have sold FIXODENT denture adhesive product.

42. Plaintiff(s) are further informed and believe and thereon allege that Defendants THE PROCTER & GAMBLE MANUFACTURING COMPANY and THE PROCTER & GAMBLE DISTRIBUTING LLC are and were, at all relevant times, the agents, employees, and/or representatives of each other and were acting in furtherance and in the course and scope of said agency, employment, and/or representation in doing the acts, omissions, and transgressions herein alleged.

FIXODENT

43. FIXODENT is a formulation of a zinc based dual-salt with a calcium-zinc

bond of an unknown origin. It is marketed and sold in the United States in a tube that comes in a box. FIXODENT typically comes in 2.4, 2.2, 1.4 and 1.2 ounce tubes. Neither the FIXODENT tube nor the box contain: any information about Fixodent's ingredients; identify FIXODENT as containing zinc; identify the amount of zinc in a single dose of FIXODENT (*i.e.*, that 1 gram of FIXODENT contains 17 milligrams of zinc); a clear recommended dosage of FIXODENT per day; a clear maximum dosage of FIXODENT to be used per day; and a statement that using more than a certain limited dosage of FIXODENT can lead to zinc poisoning, copper deficiency, neurological injuries or any other type of adverse health event.

44. The P&G Defendants fail to provide any warnings that using FIXODENT in any amount can lead to zinc poisoning, copper deficiency and serious physical injuries.

SUPER POLIGRIP

45. SUPER POLIGRIP is a formulation of a zinc based dual-salt with a calcium-zinc bond of any unknown origin.

46. Like FIXODENT, SUPER POLIGRIP is marketed and sold in the United States in a tube that comes in a box. SUPER POLIGRIP typically comes in 2.4 ounces and 1.4 ounce sized tubes.

47. Unlike FIXODENT, since in or about 2007, GSK has listed SUPER POLIGRIP's ingredients on the box that SUPER POLIGRIP is sold in. GSK added the ingredients in 2007 after settling lawsuits by consumers allegedly poisoned from zinc in SUPER POLIGRIP. The SUPER POLIGRIP ingredients, however, appeared only on the box, not on the tube of SUPER POLIGRIP. The ingredients listed were not accompanied by any specific information about zinc, such as a statement that each use of SUPER POLIGRIP under a strict reading of the best instructions provided by the GSK Defendants contains an amount zinc that is itself at or above the upper most limit of zinc that a person should be exposed to on a daily basis.

48. Further, neither the SUPER POLIGRIP tube nor the box that accompanied it contained: a clear recommended dosage of SUPER POLIGRIP per day; a clear maximum amount of SUPER POLIGRIP to be used per day or a specified period of time; and did not in any way state that using more than a certain limited dosage of SUPER POLIGRIP can lead to zinc poisoning, copper deficiency, neurological injuries or any other type of adverse health event.

49. The GSK Defendants historically only provide minimal directions for SUPER POLIGRIP use that, at best, are confusing and misleading because they suggest, for example, that a consumer can use more SUPER POLIGRIP than identified in the instructions if they consult with their dentists first. Dentists, however, would not know of the significant and serious risks posed to SUPER POLIGRIP consumers' and Plaintiff(s)' zinc-copper balance or the risk of resulting neurological disorder from using more SUPER POLIGRIP than the vague and poor instructions provide. Moreover, as the GSK Defendants knew or should have known, many denture wearers do not regularly visit dentists and in fact have poor fitting dentures. Indeed, dentists are typically focused on an entirely different issue than the serious zinc issue; they are focused on issues such as the health of gums and jaw. There was simply no means for a consumer to connect a recommendation to visit their dentist before using more SUPER POLIGRIP to the potential for seriously debating physical injuries that Plaintiff(s) have suffered from SUPER POLIGRIP.

50. SUPER POLIGRIP currently comes in both zinc and zinc-free formulas with SUPER POLIGRIP FREE being the GSK Defendants' zinc free alternative. SUPER POLIGRIP with zinc was first introduced in the United States in or about 1996, when defendant BLOCK DRUG COMPANY changed to a Gantrez based tri-salt with zinc to develop a compound that could compete with FIXODENT's zinc-based denture cream. When Block

introduced the zinc product in the United States, the adverse events for SUPER POLIGRIP skyrocketed. As discussed *infra*, by 1998, Block had received its first report of zinc poisoning from one of its zinc based denture creams, Ultra Corega cream.

51. While the GSK Defendants changed to zinc based formulations for SUPER POLIGRIP around 1996, they did not use a zinc based denture cream formulation for SUPER POLIGRIP FREE. Consumers who reported adverse experiences related to zinc were steered by the GSK Defendants to SUPER POLIGRIP FREE, which at the time did not contain zinc.

52. In or about mid May 2003, however, GSK introduced SUPER POLGRIP FREE with the zinc tri-salt in the United States. Similar to what happened in 1996 with SUPER POLIGRIP, the number of adverse experiences reported by consumers related to SUPER POLIGRIP FREE skyrocketed.

53. Subsequently, in or about 2006, after two lawsuits were brought against GSK relating to consumers who were poisoned from zinc in denture cream, GSK changed SUPER POLIGRIP FREE's formulation back to a zinc free formula.

54. In or about late September 2009, the GSK Defendants changed the packaging on SUPER POLIGRIP. For the first time, each tube of SUPER POLIGRIP with zinc comes with a product insert. On the outer long side of the SUPER POLIGRIP box, it now reads: "Read NEW INFORMATION Inside," referring to the product insert. On the end of the SUPER POLIGRIP box, it now reads: "IMPORTANT Read Directions First." The following statement appears on the insert:

IMPORTANT PRODUCT INFORMATION:

- This product contains zinc. Talk to your doctor before using this product if you are taking daily zinc supplements.

- Do not use if you have sensitivity to any of the cream ingredients. If discomfort occurs

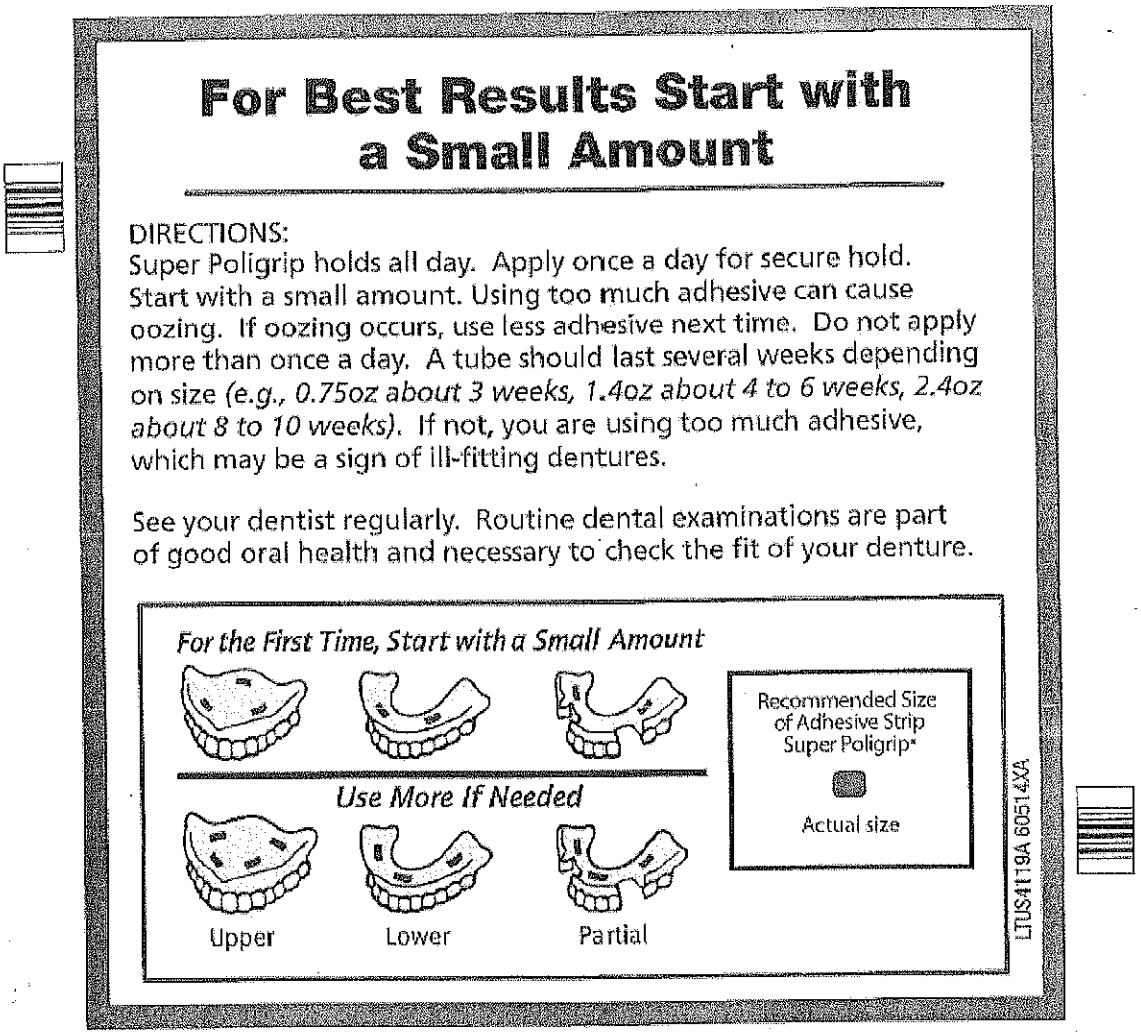
discontinue use.

- Swallowing small amounts of this product, when used as directed, may occur and is not harmful.

- Use only as directed in this insert. Using excessive amounts of this product over a prolonged period of time has been reported to result in serious health effects from increased zinc intake.

55. The statements on the insert, however, fail to, *inter alia*, adequately warn consumers in a number of important respects, including, for example, they fail to warn consumers of the particular types of "serious health effects from increased zinc intake" will occur from using what the GSK Defendants characterize as "excessive amounts" of SUPER POLIGRIP and the statements misleading state that swallowing "small amounts" of SUPER POLIGRIP is "not harmful."

56. The GSK Defendants further revised SUPER POLIGRIP's directions to include the following information for the first time in the history of SUPER POLIGRIP: a blanket statement to consumers not to use SUPER POLIGRIP more than once per day (rather than the generally false and misleading suggestion that SUPER POLIGRIP is safe for a consumer to use more than once per day if used in consultation with a dentist); a statement of the number of weeks that each sized tube of SUPER POLIGRIP should last if the tube is used as directed; and a measurement diagram to measure the "actual size" of a strip of SUPER POLIGRIP to be applied. SUPER POLIGRIP directions now provide:



57. On February 18, 2010, the GSK Defendants announced a worldwide withdrawal of Super Poligrip with zinc. GSK stated that it no longer planned to manufacture or distribute Super Poligrip containing zinc. The GSK Defendants simultaneously announced a Consumer Advisory, which stated, in part:

> While zinc is an essential part of the diet, recent publications suggest that an excessive intake of zinc containing denture adhesives over several years may lead to the development of neurological symptoms and blood problems such as anemia. Neurological symptoms may include numbness, tingling or weakness in the arms and legs and difficulties with walking and balance.

* * * *

What consumers should do

If you have been using zinc-containing Super Poligrip 'Original', 'Ultra Fresh' or 'Extra Care' for several years in greater amounts than directed on the package or more than once per day, or have concerns about your health, you must:

1. Stop using the product.
2. Talk to your doctor.
3. Use a zinc-free alternative such as Super Poligrip 'Free,' Super Poligrip 'Comfort Seal Strips', or Super Poligrip 'Powder'.

58. On or about March 4, 2010, GSK's subsidiary in Japan announced that it would be voluntarily recalling Super Poligrip with zinc in Japan.

DEFENDANTS KNOWINGLY CONCEALED THE FIXODENT AND SUPER POLIGRIP ZINC PROBLEM

59. Defendant(s) knew that SUPER POLIGRIP and FIXODENT would be placed in the wet mouths of consumers who used the denture creams to secure their dentures.

60. Defendant(s) further knew or should have known that SUPER POLIGRIP and FIXODENT would be absorbed through the wet gums and that a larger amount of SUPER POLIGRIP and FIXODENT would be swallowed and result in exposure of the denture cream, including the zinc therein, to the gastro-intestinal tract and metabolized.

61. Defendant(s) further knew that: they did not provide clear and consistent directions for use or dosage instructions to consumers; they left dosage information to a consumer's discretion and encouraged them to use more as needed to secure their dentures; that consumers who used denture cream to secure dentures were prone to use significant amounts of denture cream, resulting in the consumers swallowing more FIXODENT and SUPER POLIGRIP than Defendant(s) knew was safe for consumption; and exposure to the zinc in SUPER POLIGRIP and FIXODENT could lead to zinc poisoning, copper deficiency, neurological damage and other injuries.

62. Prior to and since 1990 when zinc was added to Fixodent and 1996 when

zinc was added to SUPER POLIGRIP, it was generally known and accepted in the scientific community that excess zinc in the body could lead to adverse health effects in humans, including elevated zinc, copper deficiency and neurological disorders.

63. Given the state of scientific knowledge and understanding at the time zinc was added to SUPER POLIGRIP and FIXODENT and since then, Plaintiff(s) aver that it was impossible and implausible that Defendant(s) were then unaware of the likely adverse effects in humans associated with the chronic exposure to zinc attributable to Plaintiff(s)' use and ingestion of SUPER POLIGRIP and/or FIXODENT, including hyperzincemia, hypocupremia and neurological injuries. Defendant(s) were further made aware of the dangers of SUPER POLIGRIP and FIXODENT as a result of numerous complaints about SUPER POLIGRIP, FIXODENT and other zinc based denture creams.

64. Indeed, as early as 1998, Defendant BLOCK DRUG COMPANY received a report of an adverse event alleging that Ultra Corega Cream. Ultra Corega Cream is a zinc denture cream similar to SUPER POLIGRIP that, upon information and belief, was sold in Europe in 1998. The adverse event report alleged that the patient, who used the cream twice daily, was poisoned from zinc in the denture cream and developed neurological type injuries.

65. There also have been a number of adverse events reported by Defendant(s) (and others) to the U.S. Food & Drug Administration ("FDA"), including reports of neuropathy specifically. For example, in November 2005, two separate "medically serious" incidents of neuropathy allegedly caused by zinc toxicity from using Poligrip were reported to the FDA. Despite these and other adverse event reports, Defendant(s) did not take any action to warn consumers about the risk of zinc toxicity, copper deficiency or neurological damage from SUPER POLIGRIP.

66. In 2006 and again in 2007 lawsuits alleging personal injuries from excess

zinc absorption were filed against the GSK Defendants.

67. As a result of the growing concern regarding the safety of SUPER POLIGRIP as evidenced by the two lawsuits, the GSK Defendants caused to be published and disseminated to the media and *via* the Internet, the following false and misleading statement regarding SUPER POLIGRIP:

> GlaxoSmithKline Consumer Healthcare stands by the safety and efficacy of SUPER POLIGRIP, which is approved and regulated by the Food and Drug Administration (FDA). Although we can't comment on this person's claim, we want to assure consumers that Super Poligrip is safe and effective when used as directed. When someone uses Super Poligrip for their dentures, the vast majority of the zinc in the product remains in the adhesive and is not released into the mouth. Thus the potential for absorption of zinc through the gums is minimal. Although it is expected that a small amount of Super Poligrip would be swallowed when used as directed, the amount of zinc that is released into the stomach and absorbed into the bloodstream is very small. Therefore, the possibility of experiencing adverse effects from exposure to zinc in Super Poligrip is highly unlikely when the product is used as directed. Zinc is an essential mineral that is found in almost every cell in the body and in foods like red meat, poultry, whole grains and beans and is necessary for the maintenance of good health and nutrition. Zinc is a very common ingredient in many over-the-counter and FDA approved products.

68. This statement is likely to mislead and misleads consumers, including, but not limited to Plaintiff(s) herein, in that, *inter alia*, it claims that SUPER POLIGRIP is safe and effective and purports to apportion blame for any adverse events on deviation from use as directed, although the GSK Defendants, and each of them, failed to provide any directions that might reasonably address preventing deviation from directed use and/or provide any warning that would warn consumers in any reasonable way that deviation from use would result in serious bodily injury.

69. In June 2008, an article published in the respected scholarly journal "Neurology" addressed the issue of zinc in SUPER POLIGRIP and FIXODENT. The article

specifically linked excess zinc in FIXODENT and SUPER POLIGRIP, at levels of approximately 17 milligrams to 34.2 milligrams respectively to hyperzincemia and hypocupremia, which was determined to be the cause of "profound neurologic disease" in the patients reviewed. The abstract conclusion stated: "Denture cream contains zinc, and chronic excessive use may result in hypocupremia and serious neurologic disease."

70. More recently, in September 2009, an article published in the scholarly journal *NeuroToxicology* addressed the issue of zinc in denture creams such as SUPER POLIGRIP and FIXODENT. This research paper is titled "*Myelopolyneuropathy and pancytopenia due to copper deficiency and high zinc levels of unknown origin II. The denture cream is a primary source of excessive zinc*" (hereinafter "*NeuroToxicology* Article"). The authors of the *NeuroToxicology* Article, researchers in the field of zinc poisoning and copper deficiency, had studied 11 patients who had developed significant injuries, including zinc poisoning, copper deficiency and neurological disorders for a period of years. Each of the patients in the study suffered significant neurological and hematological injuries like the Plaintiff(s) and, for example, many of the patients were dependent on canes, walkers or wheelchairs because the neurological injuries were so profound. For a number of years, the authors could not identify the origin of the high blood zinc levels in patients who had been studied and/or treated by the authors for many years. In 2009, the authors went back to each of the 11 patients and found that ***all 11 patients*** used SUPER POLIGRIP and/or FIXODENT and confirmed through blood tests that each of them suffered from zinc poisoning and copper deficiency, which normalized after the 11 patients ceased using SUPER POLIGRIP and/or FIXODENT. The authors concluded:

> Denture fixatives as a possible source of hyperzincemia was first reported by Spinazzzi et al. (Spianzzi et al., 2007) and later emphasized in the report by Nations et al. (Nations et al., 2008). However, the frequency with which denture fixative alone

> accounts for instances of hyperzincemia previously considered idiopathic is unknown. ***This prompted us to reevaluate the use of denture fixative in 11 patients in which myelopolyneuropathy was associated with hypocupremia and hyperzincemia. Here we report that all of these patients had a history of poorly fitting dentures requiring application of very high amounts of denture creams. For each patient, cessation of dental fixatives used resulted in dramatic lowering of serum zinc concentration and elevation of serum copper concentration.***
>
> * * * *
>
> ***It appears their disease is fully explained by denture cream use***.

(emphasis added).

71. Despite clear and undeniable knowledge of the link between chronic exposure to excess zinc and injury to humans, including profound, irreversible, neurological damage caused by hyperzincemia and hypocupremia, Defendant(s) have and continue to formulate, manufacture, distribute, market, label, and sell SUPER POLIGRIP and FIXODENT to consumers in the Commonwealth of Pennsylvania and throughout the United States, concealing this serious health hazard, and omitting from their packaging and labeling any or adequate warnings, instructions, directions or other information regarding, *inter alia*, health concerns, safe use, or even defining what Defendant(s) might believe to be "excessive" use of the products. The Defendant(s) failures caused the initial injuries and the continuation of them because Plaintiff(s) suffered many months and years of poisoning and disabilities that went undiagnosed and untreated as a result of Defendant(s) concealment and failure to disclose the zinc problem with FIXODENT and SUPER POLIGRIP.

72. In omitting and concealing this critical safety information regarding use of SUPER POLIGRIP and FIXODENT to induce the purchase and use of SUPER POLIGRIP and FIXODENT, Defendant(s), and each of them, engaged in and continue to engage in conduct likely to mislead consumers including, but not limited to, Plaintiff(s) herein, and which is

fraudulent, unfair, and unlawful.

73. Plaintiff(s) have suffered from zinc toxicity, copper deficiency, profound and permanent neurological damage and other injuries attributable to her SUPER POLIGRIP and FIXODENT use, which injuries have left Plaintiff(s) unable to perform their normal, customary and daily activities.

74. Plaintiff(s)' injuries and disabilities are a result of an actionable defect in the SUPER POLIGRIP and FIXODENT used by Plaintiff(s) and negligence on the part of Defendant(s).

75. Had Defendant(s) properly disclosed the risks associated with SUPER POLIGRIP and FIXODENT and/or provided adequate warnings, Plaintiff(s) would not have used these products and/or used a significantly less amount within the range of safe use.

76. As alleged herein, as a direct and proximate result of the Defendant(s)' negligence and wrongful conduct, and the unreasonably dangerous and defective characteristics of SUPER POLIGRIP and FIXODENT, Plaintiff(s) suffered severe and permanent physical injuries, including but not limited to profound and permanent neurological injuries. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) have incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and/or have otherwise been physically, emotionally and economically injured. Plaintiff(s)' injuries and damages are permanent and will continue into the future. The Plaintiff(s) seek actual and punitive damages from the Defendant(s) as alleged herein.

COUNT I
(NEGLIGENCE)

77. Plaintiff(s) incorporate by reference all other paragraphs of this Master

Complaint as if fully set forth herein and further allege as follows.

78. At all times material hereto, Defendant(s), and each of them individually, had a duty to exercise reasonable care to consumers, including Plaintiff(s) herein, in the design, development, manufacture, testing, inspection, packaging, promotion, marketing, distribution, labeling, and/or sale of SUPER POLIGRIP and FIXODENT.

79. Defendant(s), and each of them individually, breached their duty of reasonable care to Plaintiff(s) in that they negligently designed, developed, manufactured, tested, inspected, packaged, promoted, marketed, distributed, labeled, and/or sold SUPER POLIGRIP and FIXODENT.

80. Plaintiff(s)'s injuries and damages alleged herein were and are the direct and proximate result of the Defendant(s) carelessness and negligence:

a. In their design, development, research, manufacture, testing, packaging, promotion, marketing, sale and/or distribution of SUPER POLIGRIP and FIXODENT;

b. In their failure to warn or instruct, and/or adequately warn or adequately instruct, users of SUPER POLIGRIP and FIXODENT, including Plaintiff(s) herein, of SUPER POLIGRIP and FIXODENT dangerous and defective characteristics;

c. In their failure to warn or instruct and/or adequately warn or adequately instruct, users of SUPER POLIGRIP and FIXODENT, including Plaintiff(s) herein, not to use zinc supplements while using SUPER POLIGRIP and FIXODENT;

d. In their design, development, implementation, administration, supervision and/or monitoring of any clinical trials for SUPER POLIGRIP and FIXODENT;

e. In their promotion of the subject product in an overly aggressive, deceitful and fraudulent manner, despite evidence as to SUPER POLIGRIP's and FIXODENT's defective and dangerous characteristics due to their propensity to cause serious injury;

f. In representing that SUPER POLIGRIP and FIXODENT were safe for their intended use when, in fact, the product was unsafe for its intended use;

g. In failing to perform appropriate pre-market testing of SUPER POLIGRIP and FIXODENT;

h. In failing to perform appropriate post-market testing of SUPER POLIGRIP and FIXODENT;

i. In failing to perform appropriate post-market surveillance of SUPER POLIGRIP and FIXODENT.

81. Defendant(s) knew or should have known that consumers such as Plaintiff(s) herein would foreseeably suffer injury as a result of Defendant(s)' failure to exercise reasonable and ordinary care.

82. As a direct and proximate result of Defendant(s)' carelessness and negligence, and the unreasonably dangerous and defective characteristics of SUPER POLIGRIP and FIXODENT, Plaintiff(s) suffered severe and permanent physical injuries, including but not limited to profound and permanent neurological injuries. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) have incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and have otherwise been physically, emotionally/or and economically injured. Plaintiff(s)' injuries and damages are permanent and will continue into the future. The Plaintiff(s) seek actual and punitive damages from Defendant(s) as alleged herein.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT II
(STRICT LIABILITY – DESIGN DEFECT)

83. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

84. At all times material to this action, Defendant(s) were engaged in the business of formulating, designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling SUPER POLIGRIP and FIXODENT.

85. SUPER POLIGRIP and FIXODENT are defective and unreasonably dangerous to consumers and are defective in their design or formulation in that they are not reasonably fit, suitable, or safe for their intended purposes and/or their foreseeable risks exceed the benefits associated with their design and formulation.

86. At all times material to this action, SUPER POLIGRIP and FIXODENT were distributed from and expected to reach, and did reach, consumers in the Commonwealth of Pennsylvania and throughout the United States, including to Plaintiff(s) herein, without substantial change in the condition in which they were sold.

87. At all times material to this action, SUPER POLIGRIP and FIXODENT were designed, developed, manufactured, tested, packaged, promoted, marketed, distributed, labeled, and/or sold by Defendant(s) in a defective and unreasonably dangerous condition at the time it was placed in the stream of commerce in ways which include, but are not limited to, one or more of the following particulars:

a. When placed in the stream of commerce, SUPER POLIGRIP and FIXODENT contained unreasonably dangerous design defects and were not reasonably safe as intended to be used, subjecting Plaintiff(s) to risks that exceeded the benefits of the product, including but not limited to the risks of developing severe and permanent physical injuries, including but not limited to profound and

permanent neurological injuries, as a result of the upset to normal physiologic mineral homeostasis set in motion by excess zinc absorption from metabolized zinc, in an unacceptably high number of its users;

b. When placed in the stream of commerce, SUPER POLIGRIP and FIXODENT were defective in design and formulation, making the use of SUPER POLIGRIP and FIXODENT more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other denture adhesive products on the market;

c. When placed in the stream of commerce, SUPER POLIGRIP and FIXODENT were defective in design because the tubes did not have a measurement device, making the use of SUPER POLIGRIP and FIXODENT more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other denture adhesive products on the market;

d. SUPER POLIGRIP's and FIXODENT's design defects existed before they left the control of Defendant;

e. SUPER POLIGRIP and FIXODENT were insufficiently tested, *i.e.*, SUPER POLIGRIP and FIXODENT caused harmful side effects that outweighed any potential utility;

f. SUPER POLIGRIP and FIXODENT were not accompanied by adequate instructions and/or warnings to apprise consumers, including Plaintiff(s) herein, of the full nature and extent of the risks and side effects associated with use of SUPER POLIGRIP and FIXODENT, thereby rendering Defendant(s) liable to Plaintiff(s), individually and collectively; and

g. SUPER POLIGRIP and FIXODENT failed to secure Plaintiff(s) dentures in a safe manner and/or without injuries, including without limitation, zinc poisoning, copper deficiency and profound and permanent neurological injuries.

88. In addition, at the time SUPER POLIGRIP and FIXODENT left the control of Defendant(s), there were practical and feasible alternative designs of the formula and/or tubing that would have prevented and/or significantly reduced the risk of Plaintiff(s)' injuries

without impairing the reasonably anticipated or intended function of the products. These safer alternative designs were economically and technologically feasible, and would have prevented or significantly reduced the risk of Plaintiff(s)' injuries without substantially impairing the utility of SUPER POLIGRIP or FIXODENT.

89. Defendant(s) knew or should have known that the ultimate users or consumers of these products would not, and could not, inspect SUPER POLIGRIP and FIXODENT or otherwise investigate so as to discover the latent defects described above.

90. Plaintiff(s) used SUPER POLIGRIP and FIXODENT to secure their dentures in a manner reasonably foreseeable to Defendant(s), and that manner was reasonably foreseeable by Defendant(s) as involving a substantial danger to Plaintiff(s) and other consumers that was not readily apparent to Plaintiff(s) and consumers, and Defendant(s) failed to provide adequate instructions regarding dosage and use and failed to provide warnings that use of SUPER POLIGRIP and FIXODENT in the manner used would result in adverse health effects to Plaintiff(s) and other consumers.

91. Plaintiff(s) were foreseeable users of SUPER POLIGRIP and FIXODENT.

92. Defendant(s) were or should have been in possession of evidence demonstrating that SUPER POLIGRIP and FIXODENT caused serious adverse health effects. Nevertheless, Defendant(s) continued to market and sell SUPER POLIGRIP and FIXODENT by providing false, misleading and incomplete information with regard to safety and efficacy of the product.

93. Defendant(s) actions described above were performed willfully, intentionally and with reckless disregard for the rights of Plaintiff(s) and the public.

94. As alleged herein, as a direct and proximate result of Defendant(s)' acts and omissions, and the unreasonably dangerous and defective characteristics of SUPER POLIGRIP

and FIXODENT, Plaintiff(s) suffered severe and permanent physical injuries, including but not limited to zinc poisoning, copper deficiency and profound and permanent neurological injuries, for which Defendant(s) are strictly liable. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) and his/her spouse have incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and have otherwise been physically, emotionally and/or economically injured. Plaintiff(s)' injuries and damages are permanent and will continue into the future. Plaintiff(s) seek actual and punitive damages from Defendant(s) as alleged herein.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT III
(STRICT LIABILITY - FAILURE TO WARN)

95. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

96. SUPER POLIGRIP and FIXODENT were defective and unreasonably dangerous when they left the possession of Defendant(s) in that they contained warnings insufficient to alert consumers, including Plaintiff(s) herein, of the dangerous risks and reactions associated with SUPER POLIGRIP and FIXODENT including but not limited to their propensity to cause excess zinc in the body resulting in copper depletion and causing profound and permanent neurological and other serious injuries and side effects, notwithstanding Defendant(s)' knowledge of an increased risk of these injuries and side effects over other denture adhesive products containing zinc.

97. Plaintiff(s) purchased and used SUPER POLIGRIP and FIXODENT for their intended purposes.

98. Plaintiff(s) could not have discovered any defect in SUPER POLIGRIP and FIXODENT through the exercise of reasonable care.

99. Defendant(s), as manufacturers and/or distributors of SUPER POLIGRIP and FIXODENT, are held to the level of knowledge of experts in the field.

100. The instructions, directions for use and any warnings that were given by Defendant(s) were inaccurate, unclear and/or ambiguous.

101. The warnings given by Defendant(s) failed to properly warn consumers and Plaintiff(s) of the risk of developing excess zinc in the body from SUPER POLIGRIP or FIXODENT use, resulting in copper depletion and profound and permanent neurological and other serious injuries and side effects.

102. Plaintiff(s) relied upon the skill, superior knowledge and judgment of Defendant(s).

103. Defendant(s) had a continuing duty to warn Plaintiff(s) of the dangers associated with SUPER POLIGRIP and FIXODENT.

104. Had Plaintiff(s) received adequate warnings regarding the risks associated with using SUPER POLIGRIP and FIXODENT, Plaintiff(s) would not have used the products and/or would have used small amounts of SUPER POLIGRIP and FIXODENT.

105. As alleged herein, as a direct and proximate result of Defendant(s)' acts and omissions, and the unreasonably dangerous and defective characteristics of SUPER POLIGRIP and FIXODENT, Plaintiff(s) suffered severe and permanent physical injuries, including but not limited to profound and permanent neurological injuries. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) and their respective spouses have incurred significant expenses

for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and have otherwise been physically, emotionally and/or economically injured. Plaintiff(s) injuries and damages are permanent and will continue into the future. The Plaintiff(s) seek actual and punitive damages from Defendant(s) as alleged herein.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT IV
(BREACH OF IMPLIED WARRANTIES)

106. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

107. Defendant(s) designed, manufactured, marketed, distributed, supplied and sold SUPER POLIGRIP and FIXODENT as denture cream products.

108. At the time that Defendant(s) manufactured, marketed, distributed, supplied, and/or sold SUPER POLIGRIP and FIXODENT, they knew of the use for which SUPER POLIGRIP and FIXODENT were intended and impliedly warranted it to be of merchantable quality and safe and fit for such use.

109. Plaintiff(s) were intended user(s) of SUPER POLIGRIP and FIXODENT and reasonably relied upon the skill, superior knowledge and judgment of Defendant(s).

110. Plaintiff(s) purchased and used SUPER POLIGRIP and FIXODENT for the intended purposes for which they were used – to improve denture retention and comfort.

111. Due to Defendant(s)' wrongful conduct as alleged herein, Plaintiff(s) could

not have known about the nature of the risks and side effects associated with SUPER POLIGRIP and FIXODENT until after she used SUPER POLIGRIP and FIXODENT and was injured.

112. Contrary to the implied warranty for the subject product, SUPER POLIGRIP and FIXODENT were not of merchantable quality, and were not safe or fit for their intended use and purpose, as alleged herein.

113. As alleged herein, as a direct and proximate result of Defendant(s)' acts and omissions, and the unreasonably dangerous and defective characteristics of SUPER POLIGRIP and FIXODENT, Plaintiff(s) suffered severe and permanent physical injuries, including but not limited to profound and permanent neurological injuries. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) have incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and have otherwise been physically, emotionally and/or economically injured. Plaintiff(s) injuries and damages are permanent and will continue into the future. The Plaintiff(s) seek actual and punitive damages from Defendant(s) as alleged herein.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

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

114. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

115. Defendant(s) engaged in consumer-oriented, consumer commerce and trade,

including advertising, offering for sale, sale or distribution of tangible or personal property by selling, distributing and/or advertising SUPER POLIGRIP and FIXODENT.

116. The Commonwealth of Pennsylvania enacted the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* (the "Consumer Protection Act") to protect consumers from unfair or deceptive acts or practices.

117. SUPER POLIGRIP and FIXODENT were purchased and used primarily for the personal use of Plaintiff(s). Defendant(s)' conduct in connection with their sale of SUPER POLIGRIP and FIXODENT was impermissible and illegal in violation of the Consumer Protection Act in that Defendant(s) engaged in unfair or deceptive acts or practices by engaging in fraudulent or deceptive conduct which created a likelihood of confusion or of misunderstanding, because Defendant(s) misleadingly, falsely, unconscionably and/or deceptively misrepresented and/or omitted material facts regarding, among other things, the safety of SUPER POLIGRIP and FIXODENT by failing to disclose the risk of zinc poisoning, copper deficiency, hematological injury and/or neurological injury from using SUPER POLIGRIP and FIXODENT in a manner foreseeable and/or intended by Defendant(s). Defendant(s)' conduct violated the Consumer Protection Act and caused Plaintiff(s) an ascertainable loss.

118. The Defendant(s) were or should have been in possession of evidence demonstrating that their product caused and/or has the potential to cause the above side effects, including, *e.g.*, adverse event reports dating as early as 1998 linking denture cream with zinc to injuries similar to Plaintiff(s), adverse events in 2005, and the *Neurology* article in 2008. Nevertheless, Defendant(s) continued to market, sell and distribute SUPER POLIGRIP and FIXODENT without disclosing the above information regarding SUPER POLIGRIP and FIXODENT. As a result, Plaintiff(s) were not warned of the potential for zinc poisoning and

other injuries from using SUPER POLIGRIP and FIXODENT, continued to use SUPER POLIGRIP and FIXODENT and suffered ascertainable losses.

119. The Defendant(s) action and inaction described above were performed willfully, intentionally and/or with reckless disregard for the rights and safety of Plaintiff(s) and the public.

120. As a result of Defendant(s)' violations of the Consumer Protection Act, Plaintiff(s) were misled about the unreasonably dangerous and defective characteristics of SUPER POLIGRIP and suffered severe and permanent ascertainable losses, including but not limited to profound and permanent neurological injuries. Plaintiff(s) have endured substantial pain and suffering. Plaintiff(s) have incurred significant monetary expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff(s) have suffered a loss of earning capacity. Plaintiff(s) have suffered and will continue to suffer economic loss, and have otherwise been physically, emotionally and/or economically injured. Plaintiff(s) injuries and damages are permanent and will continue into the future. Plaintiff(s) seek actual and punitive damages from Defendant(s) as alleged herein.

121. The Plaintiff(s) are entitled to treble damages because the Defendant(s)' failure to warn was reckless, egregious and unconscionable. The Defendant(s) misled the public at large, including the Plaintiff(s), by their knowing concealment, suppression, or omission of material facts about the safety of their products. The Defendant(s) downplayed, understated and/or disregarded their knowledge of the serious and permanent side effects associated with the use of SUPER POLIGRIP and FIXODENT despite available information demonstrating that this product was likely to cause serious side effects to users.

122. Accordingly, the Plaintiff(s) seek and are entitled to actual damages and treble damages in an amount to be determined at trial.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT VI
(LOSS OF CONSORTIUM)

123. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

124. By reason of the foregoing, Plaintiff's (mother, father, child) has (have) necessarily paid and has (have) become liable to pay for medical aid, treatment, attendance, and medications, and will necessarily incur further expenses of a similar nature in the future.

125. By reason of the foregoing, Plaintiff's (mother, father, child) has (have) been caused presently and in the future the lost of his/her (wife, husband, child)'s companionship, services, and society.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT VII
(SURVIVAL ACTION)

126. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

127. As a direct and proximate result of the conduct of Defendant(s) outlined above, Decedent Plaintiff(s) suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity of the enjoyment of life, shortened life

expectancy, expenses of hospitalization, medical and nursing care and treatment, and loss of earnings as well as loss of ability to earn money prior to Decedent Plaintiff(s)' deaths.

128. The representatives/administrators of Decedent Plaintiff(s)' estate bring this claim on behalf of Decedent Plaintiff(s)' estate and Decedent Plaintiff(s)' beneficiaries for damages.

129. The representatives/administrators of Decedent Plaintiff(s)' estate further pleads all survival damages allowed by statute in the state or states in which the causes of action accrued.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT VIII
(COMMON LAW FRAUD)

130. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

131. Contrary to Defendant(s)' representations to Plaintiff(s), SUPER POLIGRIP and FIXODENT could cause severe injury or death. At all times during the course of dealing between Defendant(s) and Plaintiff(s), Defendant(s) misrepresented that SUPER POLIGRIP and FIXODENT were safe and effective for their intended use by affirmative misrepresentation; actively concealed and knowingly or recklessly omitted material facts regarding the safety and effectiveness of the SUPER POLIGRIP and FIXODENT; and/or by their course of conscious or intentional conduct succeeded in selling and marketing SUPER POLIGRIP and FIXODENT.

132. Defendant(s), by concealment or other actions, intentionally prevented

Plaintiff(s), Plaintiff(s)' physicians, and Plaintiff(s)' other agents from acquiring material information regarding the lack of safety and effectiveness of SUPER POLIGRIP and FIXODENT and prevented Plaintiff(s) from acquiring material information about Plaintiff(s) injuries that would have prevented the Plaintiff(s) from undergoing years of pain and suffering from zinc poisoning from SUPER POLIGRIP and FIXODENT. Defendant(s) are subject to the same liability to Plaintiff(s) for Plaintiff(s)' pecuniary losses, as though Defendant(s) had affirmatively stated the non-existence of such matters that Plaintiff(s) were thus prevented from discovering, and therefore have liability for fraudulent concealment under all applicable law, including, *inter alia, Restatement (Second) of Torts §* 550 (1977).

133. Defendant(s) were under a duty and failed to discharge their duty to exercise reasonable care to disclose to all Plaintiff(s) the defective nature of SUPER POLIGRIP and FIXODENT, of which they had special knowledge about the risks of using SUPER POLIGRIP and FIXODENT, including the risk of developing zinc poisoning, copper deficiency and related injuries, that were not available to Plaintiff(s), and as to which Defendant(s) have made affirmative misrepresentations in violation of all applicable laws, including, *inter alia, Restatement (Second) of Torts §* 551 (1977).

134. Defendant(s)' misrepresentations, concealment, suppression and omissions were made willfully, wantonly, uniformly, deliberately or recklessly, in order to induce Plaintiff(s) to purchase SUPER POLIGRIP and FIXODENT and Plaintiff(s) did reasonably and justifiably rely upon the material misrepresentations and omissions made by the Defendant(s) about the SUPER POLIGRIP and FIXODENT when purchasing the products.

135. As a direct and proximate result of Defendant(s)' fraudulent conduct, Plaintiff(s) have suffered personal injuries and/or pecuniary losses and economic damages in an amount to be proven at trial. Defendant(s) are jointly and severally liable to Plaintiff(s) for all

relief to which Plaintiff(s) are entitled by law.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

COUNT IX
(GROSS NEGLIGENCE AND MALICE)

136. Plaintiff(s) incorporate by reference all other paragraphs of this Master Complaint as if fully set forth herein and further allege as follows.

137. The wrongs done by Defendant(s) were aggravated by the kind of malice, fraud, and reckless disregard for the rights of others, the public, and Plaintiff(s) for which the law would allow, and which Plaintiff(s) will seek at the appropriate time under governing law for the imposition of exemplary damages, in that Defendant(s)' conduct: was specifically intended to cause substantial injury to Plaintiff(s); or when viewed objectively from Defendant(s)' standpoint at the time of the conduct, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and Defendant(s) were actually and/or subjectively aware of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others; or included a material representation that was false, with Defendant(s) knowing that it was false or with reckless disregard as to its truth and as a positive assertion, with the intent that the representation is acted on by Plaintiff(s).

138. Plaintiff(s) relied on Defendant(s)' representations and suffered injury as a proximate result of this reliance.

139. Plaintiff(s) therefore will seek to assert claims for exemplary damages at the appropriate time under governing law in an amount within the jurisdictional limits of the Court. Plaintiff(s) also allege that the acts and omissions of named Defendant(s), whether taken

singularly or in combination with others, constitute gross negligence that proximately caused the injuries to Plaintiff(s). In that regard, Plaintiff(s) will, as noted, seek exemplary damages in an amount that would punish Defendant(s) for their conduct and which would deter other manufacturers from engaging in such misconduct in the future.

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s), jointly and severally, in compensatory and punitive damages in an amount in excess of $50,000.00, exclusive of interest and allowable costs of suit, which will compensate the Plaintiff(s) for their injuries and deter the Defendant(s) and others from like conduct.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff(s) pray for judgment against each of the Defendant(s), individually and jointly, as follows:

a. Awarding actual damages to the Plaintiff(s) incidental to Plaintiff(s)' purchases and use of SUPER POLIGRIP and FIXODENT in an amount to be determined at trial;

b. Awarding treble and/or punitive damages to the Plaintiff(s);

c. Awarding pre-judgment and post-judgment interest to the Plaintiff(s);

d. Awarding the costs and the expenses of this litigation to the Plaintiff(s);

e. Awarding of loss of consortium damages to each Plaintiff;

f. Awarding reasonable attorneys' fees and costs to the Plaintiff(s) as provided by law; and

g. Granting all such other relief as the Court deems necessary, just and proper.

DEMAND FOR JURY TRIAL

Plaintiff(s) hereby demand a trial by Jury on all Counts and as to all issues.

Dated: March 15, 2010

Thomas R. Kline, Esquire/28895
Lee B. Balefsky, Esquire/25321
Michelle L. Tiger, Esquire/43872
KLINE & SPECTER
A Professional Corporation
1525 Locust Street, 19th Floor
Philadelphia, Pennsylvania 19102
Telephone: (215) 772-1000
Facsimile: (215) 735-0960
lee.balefsky@klinespecter.com
michelle.tiger@klinespecter.com

Eric T. Chaffin, Esquire/78725
Roopal P. Luhana, Esquire
CHAFFIN LUHANA LLP
330 Madison Ave.
6th Floor
New York, New York 10017
Telephone: (888) 480-1123
Facsimile: (888) 499-1123
chaffin@chaffinluhana.com
luhana@chaffinluhana.com

Counsel for Plaintiff(s)

4825-1186-3813, v. 1