Gregory S. Spizer
PA Atty. ID No. 82435
Anapol Schwartz
1710 Spruce Street
Philadelphia, PA 19103
Telephone: 215-735-1130
Fax: 215-875-7707
E-Mail: gspizer@anapolschwartz.com

Attorney for Plaintiff

COURT OF COMMON PLEAS PHILADELPHIA CIVIL DIVISION

HUDSON LONG, a Minor, by and Through DEIDRA LONG, his Parent and Natural Guardian 3408 Blackberry Lane Northport, Alabama 35473	§	COURT OF COMMON PLEAS FOR PHILADELPHIA COUNTY
	§	MAY TERM, 2012
Plaintiff,	§	NO:
vs.	§	
	§	COMPLAINT FOR DAMAGES
WOLTERS KLUWER HEALTH, INC., WOLTERS KLUWER UNITED STATES, INC., PFIZER, INC., AND GREENSTONE, LLC,	§	
	§	DEMAND FOR A JURY TRIAL
Defendants	§	

COMPLAINT

1. Plaintiff, Hudson Long, through his parent and guardian, Deidra Long, by and through undersigned counsel, hereby submits this Complaint against Defendants Wolters Kluwer Health, Inc., Wolters Kluwer United States, Inc., Pfizer, Inc., and Greenstone, LLC.

2. As more specifically pleaded below, Hudson Long maintains that the pharmaceutical drug Zoloft® and/or sertraline (hereinafter collectively "Zoloft") is defective,

dangerous to human health, unfit and unsuitable to be marketed and sold in commerce and lacks proper warnings as to the dangers associated with its use.

PLAINTIFF

3. Hudson Long is an individual who at all times relevant to the allegations in the Complaint resided in the State of Alabama.

4. Hudson Long is a minor child who was born in January 2008 with congenital birth defects and other related conditions as a result of his exposure to Zoloft in utero. Since his birth, Hudson Long has suffered from serious birth defects including, but not limited to, complex congenital heart disease, pulmonary stenosis, ventricular septal defect, L-transposition dextrocardia, and right ventricular hypoplasia which have required multiple corrective surgeries and significant, ongoing medical treatment and care. Hudson Long is represented in this action by his mother, Deidra Long, who is his parent and natural guardian.

5. Deidra Long is a competent adult and the biological mother of Hudson Long. Deidra Long brings this action on behalf of Hudson Long to recover medical and other expenses related to treatment resulting from Hudson Long's birth defect(s), disorder(s), and/or related illnesses. Deidra Long seeks to recover on behalf of Hudson Long general and special damages, including punitive damages, and such other relief as requested herein for injuries suffered by Hudson Long as a direct result of Deidra Long's ingestion of Zoloft.

DEFENDANTS

6. Defendant Wolters Kluwer Health, Inc., is a Delaware corporation with its principal place of business at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103. Upon information and belief, Pennsylvania is the nerve center of Wolters Kluwer Health, Inc.'s, business. It is the site of Wolters Kluwer's corporate headquarters and the

place where Wolters Kluwer's officers direct, control, and coordinate the corporation's activities. Wolters Kluwer Health, Inc., may be served with process by serving its registered agent the CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, Pennsylvania 17101.

7. Defendant Wolters Kluwer United States, Inc., is a Delaware corporation with its principal place of business located at 2700 Lake Cook Road, 48th Floor, Riverwoods, IL 60015-3867. Upon information and belief, Pennsylvania is the nerve center of Wolters Kluwer United States, Inc.'s, business. It is the site of Wolters Kluwer's corporate headquarters and the place where Wolters Kluwer United States' officers direct, control, and coordinate the corporation's activities. Wolters Kluwer United States, Inc., may be served with process by serving its registered agent the CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, Pennsylvania 17101.

8. Defendants Wolters Kluwer Health, Inc., and Wolters Kluwer United States, Inc., are hereinafter collectively referred to as "Wolters Kluwer."

9. Defendant Pfizer, Inc., is a Delaware corporation with its principal place of business located at 235 East 42nd Street, New York, New York. Pfizer may be served with process by serving its registered agent the CT Corporation, 116 Pine Street, Suite 320, Harrisburg, Pennsylvania 17101.

10. Defendant Greenstone, LLC, is a Delaware corporation with its principal place of business located at 100 Route 206 North, Peapack, New Jersey. Upon information and belief, Defendant Greenstone, LLC, is a wholly owned subsidiary of Defendant Pfizer. Greenstone may be served with process by serving its registered agent The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

11. Defendants, Pfizer and Greenstone, may be hereinafter collectively referred to as the "Manufacturing Defendants."

12. Defendants Pfizer, Greenstone, Wolters Kluwer Health, Inc., and Wolters Kluwer United States, Inc., may hereinafter be collectively referred to as "Defendants."

JURISDICTION AND VENUE

13. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

14. Jurisdiction and venue are proper as Wolters Kluwer, at all times material to this action, maintained its principal place of business in Pennsylvania as determined under the "nerve center" test set forth in *Hertz Corp. v. Friend*, 130 S.Ct. 1181 (2010). Additionally, Wolters Kluwer regularly solicits and transacts business in the Commonwealth of Pennsylvania, receives substantial revenues from the Commonwealth of Pennsylvania, and sells products and performs services in the Commonwealth of Pennsylvania. Wolters Kluwer carries on a continuous and systematic part of its business in Pennsylvania and in Philadelphia County. In addition, Wolters Kluwer reasonably expects its products to be used in Pennsylvania and Philadelphia County. Furthermore, a part of the events and omissions giving rise to Hudson Long's injuries occurred in the Commonwealth of Pennsylvania.

15. At all relevant times, the Manufacturing Defendants regularly conducted business in the Commonwealth of Pennsylvania and the County of Philadelphia, including advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, researching, selling, and testing of the pharmaceutical drug Zoloft. The Manufacturing Defendants regularly solicit and transact business in the Commonwealth of Pennsylvania, receive substantial revenues

from within the Commonwealth of Pennsylvania, and/or distribute products in the Commonwealth of Pennsylvania and the City of Philadelphia. In addition, the Manufacturing Defendants reasonably expected that their products would be used in Pennsylvania and Philadelphia County. Furthermore, a part of the events and omissions giving rise to Hudson Long's injuries occurred in the Commonwealth of Pennsylvania.

GENERAL FACTUAL ALLEGATIONS

16. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

Plaintiff

17. Deidra Long took Zoloft as prescribed by her treating physicians(s) while pregnant with Hudson Long. Deidra Long filled her prescriptions for Zoloft at Walgreens Pharmacy.

18. Had the Zoloft product information warned of the significant risks of birth defects in a developing fetus if used while pregnant, Deidra Long would not have ingested Zoloft during her pregnancy and her prescribing physicians would not have prescribed Zoloft for her to use during pregnancy.

19. On January 30, 2008, Hudson Long was born with significant, life-threatening birth defects which were the direct result of his exposure to Zoloft in utero.

Defendants Pfizer & Greenstone

20. The Manufacturing Defendants advertise, assemble, compound, design, develop, distribute, formulate, inspect, label, manufacture, market, packet, produce, promote, process, research, test, and sell Zoloft.

21. Zoloft is a member of a class of drugs known as "selective serotonin reuptake inhibitors" or "SSRIs." It was first approved for use in the United States by the Federal Drug Administration ("FDA") in 1991 for the treatment of Major Depressive Disorder (MDD) in adults.

22. Under the FDA scheme, the Manufacturing Defendants knew, as a New Drug Application applicant, that it must fully, truthfully and accurately disclose to the FDA data and information regarding a new drug's chemistry, proposed manufacturing process, proposed model labeling which includes warnings about risks and side effects, test results for the drug, results of animal studies, results of clinical studies, and the drug's bioavailability, because the data and information would be relied upon by the medical community, including Deidra Long's physicians, and foreseeable prescribers and users of Zoloft, including Deidra Long, once the NDA was approved.

23. Under the FDA scheme, the Manufacturing Defendants have a duty to ensure its warnings to the medical community are and remain accurate and adequate, to conduct safety surveillance of adverse events for the drug, to report any data related to the safety and/or accuracy of the warnings and information disseminated regarding the drug, and to update the label when new safety information was obtained.

24. Prior to Deidra Long becoming pregnant, the Manufacturing Defendants knew or should have known that taking Zoloft during pregnancy posed risks to the developing fetus. The Manufacturing Defendants knew or should have known that Zoloft crosses the placenta, which has important implications for a developing fetus.

25. Prior to Deidra Long becoming pregnant, the Manufacturing Defendants knew or should have known that children were being born with congenital birth defects, heart defects, PPHN, and other similar conditions to women who took Zoloft during pregnancy.

26. Prior to the time that Deidra Long ingested Zoloft during her pregnancy, the Manufacturing Defendants knew of the dangerous birth defects associated with the use of Zoloft during pregnancy from the preclinical studies and the subsequent published studies confirming these risks. The Manufacturing Defendants took no action to adequately warn or remedy the risks, but instead concealed, suppressed, and failed to disclose the dangers. The Manufacturing Defendants had access to this information and knew that Zoloft caused congenital birth defects and knew that prescribing physicians and the consumers, such as Deidra Long, did not fully understand the risks associated with Zoloft exposure.

27. The Manufacturing Defendants failed to fully, truthfully and accurately disclose Zoloft data to the FDA, the public, including Deidra Long, and the medical community, including Mrs. Long's physicians, and as a result negligently, intentionally and fraudulently misled the medical community, physicians, including Mrs. Long's physicians, and the public, including Deidra Long, about the risks to a fetus caused by Zoloft exposure during pregnancy.

28. Through the *Physicians' Desk Reference*, drug package inserts, patient information forms, counseling warnings, literature, marketing materials and other labeling information for Zoloft, the Manufacturing Defendants knowingly, intentionally, and negligently disseminated incomplete, inaccurate, and/or misleading warnings and information about the true risks to a fetus caused by Zoloft exposure during pregnancy, which misled the medical community and physicians, including Deidra Long's physicians, to believe that Zoloft exposure during pregnancy was safe.

29. At all relevant times, the Manufacturing Defendants knew or should have known that most physicians were not aware of or did not fully appreciate the seriousness of the birth defect risks associated with the use of Zoloft and that, consequently, there was a widespread tendency for physicians to prescribe Zoloft to women for use during pregnancy and of childbearing potential. Consequently, the Manufacturing Defendants knew or should have known that the warnings and labels, including, but not limited to, package inserts and the *Physicians' Desk Reference* monograph for Zoloft, did not adequately inform physicians about the birth defects risks associated with Zoloft exposure during pregnancy.

30. The Manufacturing Defendants failed to adequately warn the medical community, including Mrs. Long's physicians, and the public, including Deidra Long, about the risks of birth defects associated with exposure to Zoloft during pregnancy, despite the fact that the Manufacturing Defendants knew that the medical community, including Mrs. Long's physicians, and the public, including Deidra Long, relied on the Manufacturing Defendants to disclose what they knew or should have known from a prudent review of the information that they possessed or to which they had access.

31. Because of the misleading information that the Manufacturing Defendants provided to the FDA and medical community, including Mrs. Long's physicians, about the true birth defect risks associated with exposure to Zoloft, Deidra Long's physicians never informed her of any birth defect risks associated with Zoloft usage during pregnancy. Indeed, it is believed that the Manufacturing Defendants represented to physicians that Zoloft was safe for use by women of childbearing years and their unborn children.

32. The Manufacturing Defendants knew or should have known that the warnings, including, but not limited to, the label and package insert for Zoloft, did not disclose the true

risks of birth defects from Zoloft exposure during pregnancy. The Manufacturing Defendants failed to use reasonable care to modify the warnings, including, but not limited to, the label and package insert for Zoloft, in order to adequately warn the medical community about the true birth defects risks from the use of Zoloft by women who became pregnant.

33. During the entire time Zoloft has been on the market in the United States, FDA regulations have required Pfizer to issue stronger warnings whenever there existed reasonable evidence of an association between a serious risk and Zoloft. The regulations specifically state that a causal link need not have been proven to issue the new warnings. Further, the regulations explicitly allowed Pfizer to issue such a warning without prior FDA approval.

34. Thus, prior to Deidra Long's pregnancy, the Manufacturing Defendants had the knowledge, the means, and the duty to provide the medical community and the consuming public with a stronger warning regarding the association between Zoloft and congenital birth defects, heart defects, PPHN, and other related conditions, through all means necessary, including, but not limited to, labeling, continuing education, symposiums, posters, sales calls to doctors, advertisements, and promotional materials. The Manufacturing Defendants breached this duty.

35. Despite having extensive knowledge of the extreme risks associated with Zoloft usage, as well as the absolute duty to properly and adequately warn foreseeable users, the Manufacturing Defendants never approached the FDA to alter the label for Zoloft and, thus, never properly and adequately warned of the risks of birth defects associated with Zoloft usage during pregnancy.

36. The Manufacturing Defendants failed to disclose adequately the increased risk of congenital birth defects with regard to Zoloft usage during pregnancy to the medical community, including Deidra Long's physicians, and the consuming public, including Deidra Long. The

Manufacturing Defendants were aware that their failure to disclose this information would result in serious injury and/or death to the children and/or unborn fetuses of women who were prescribed Zoloft during pregnancy by physicians who were not aware of the risks. By failing to disclose this information to the medical community, including Deidra Long's physicians, and the consuming public, including Deidra Long, the Manufacturing Defendants acted in willful, wanton, and outrageous manner and with disregard of the rights of Deidra Long and Hudson Long, and this conduct caused serious and permanent injuries to Hudson Long.

37. The Manufacturing Defendants, their agents, servants and employees, acting in the course and scope of their employment, negligently and carelessly breached their duties to the medical community, including Deidra Long's physicians, and the consuming public, including Deidra Long, by:

(a) failing to ensure Zoloft warnings to the medical community, including Deidra Long's physicians, and the public, including Deidra Long, were accurate and adequate, despite having extensive knowledge of the risks associated with Zoloft usage during pregnancy;

(b) failing in their obligation to provide the medical community, including Deidra Long's physicians, and the public, including Deidra Long, with adequately and clinically relevant information, data and warnings regarding the adverse health risks associated with exposure to Zoloft, and/or that there existed safer and more or equally effective alternative drug products;

(c) failing to conduct post market safety surveillance and to report that information to the medical community, including Deidra Long's physicians, and the public, including Deidra Long;

(d) failing to include adequate warnings and/or provide adequate and clinically relevant information and data that would alert the medical community, including Deidra Long's physicians, and the public, including Deidra Long, to the dangerous risks of Zoloft usage during pregnancy;

(e) failing to continually monitor, test, and analyze data regarding safety, efficacy, and the prescribing practices for Zoloft;

(f) failing to review all adverse drug event information (AER) and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Zoloft to the medical community, including Deidra Long's physicians, and the public, including Deidra Long;

(g) failing to provide adequate post-marketing warnings and instructions after the Manufacturing Defendants knew or should have known of the significant risks of, among other things, congenital birth defects risks with Zoloft usage during pregnancy;

(h) failing to periodically review all medical literature regarding Zoloft and failing to report data, regardless of the degree of significance, regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of Zoloft;

(i) failing to disclose the results of the testing and other information in its possession regarding the possibility that Zoloft can interfere with the proper development of an unborn fetus;

(j) failing to adequately warn the medical community, including Deidra Long's physicians, and the public, including Deidra Long, of the dangers of using Zoloft during pregnancy, including the risk of birth defects;

(k) representing that Zoloft was safe for use during pregnancy when, in fact, the Manufacturing Defendants knew or should have known that it was unsafe for this use and that Zoloft usage during pregnancy was associated with congenital birth defects;

(l) promoting and marketing Zoloft for use with pregnant women, despite the fact that the Manufacturing Defendants knew or should have known that Zoloft was associated with an increased risk of birth defects;

(m) failing to independently monitor their sales of Zoloft and the medical literature, which would have alerted them to the fact that Zoloft was widely over-prescribed to women of childbearing potential as a result of inadequate warnings, including those in the package inserts and PDR monographs for Zoloft, and as a result of the over-promotion of the drug;

(n) failing to act as reasonably prudent drug manufacturers in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packaging, producing, promoting, processing, researching, selling, and testing of Zoloft; and/or

(o) failing to perform adequate and necessary studies to determine and analyze the safety and risks associated with Zoloft usage during pregnancy.

38. As a direct and proximate result of the actions of the Manufacturing Defendants, Deidra Long and her physicians were unaware and could not reasonably know, or through reasonable diligence could not have reasonably known, that Zoloft exposed Hudson Long to the risks and injuries alleged herein, and that those risks were the direct and proximate result of Defendants' acts and omissions.

Defendants Wolters Kluwer

39. At all relevant times, Wolters Kluwer was in the business of authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, publishing, and supplying prescription drug information, labels, patient education monographs ("PEM"), patient inserts, warnings, and literature. The prescription drug information, labels, patient education monographs, patient inserts, warnings and literature was intended by Wolters Kluwer to be provided directly to consumers by their pharmacists for the purpose of warning consumers about the risks and side effects of pharmaceutical drugs, including Zoloft, which Deidra Long was taking.

40. Upon information and belief, Wolters Kluwer, voluntarily and for profit, undertook to author, analyze, create, compile, design, draft, disseminate, distribute, edit, evaluate, market, modify, publish and supply drug information, labels, patient education monographs, patient inserts, warnings and literature on drugs, including Zoloft. Wolters Kluwer therefore owed a duty of due care to the medical community, pharmacists and Deidra and Hudson Long pursuant to common law, statute, regulations and/or industry standards to provide truthful, accurate, adequate, useful, appropriate, up-to-date and complete drug information, labels, patient education monographs, patient inserts, warnings and literature regarding Zoloft.

41. The drug information, labels, patient education monographs, patient inserts, warnings and literature prepared by Wolters Kluwer were placed in the form that was intended to reach, and did reach, pharmacy customers, including Deidra Long. The monographs prepared by Wolters Kluwer are marketed as enhancing patient safety and reducing adverse drug events by providing comprehensive, authoritative, and unbiased presentations of drug information.

42. Wolters Kluwer contracted with Deidra Long's pharmacy, Walgreens, to provide drug information, labels, patient education monographs, patient inserts, warnings and literature regarding Zoloft which Wolters Kluwer knew would be provided to consumers, such as Deidra Long.

43. When Deidra Long filled her prescription for Zoloft, she was provided with a printed label, monograph and/or insert containing information regarding the drug Zoloft. The substance of the label, monograph and/or insert provided to Deidra Long with the Zoloft prescription was authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, modified, published and supplied, directly or indirectly, by Wolters Kluwer.

44. Having voluntarily and for profit undertaken to instruct, advise, and warn consumers regarding the dangers and risks of using Zoloft, Wolters Kluwer had a duty to provide truthful, accurate, adequate, useful, appropriate, up-to-date and complete information and warnings in the written Zoloft drug information, labels, patient education monographs, patient inserts, warnings or literature that it authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, modifying, published, supplied and made available for the ultimate purpose of informing consumers, including Deidra Long.

45. Wolters Kluwer breached its duty of care by directly or indirectly, negligently and/or defectively authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, modifying, publishing and supplying prescription drug information, labels, patient education monographs, patient inserts, warnings and literature that were unsuitable for their intended purpose of warning consumers about the risks and side effects of Zoloft, particularly the risks and side effects relating to birth defects.

46. Wolters Kluwer had actual and/or constructive knowledge that pharmacists, medical professionals, and consumers, such as Deidra Long, would rely upon the information and warnings disseminated in their drug information, labels, patient education monographs, patient inserts, warnings and literature for Zoloft, and that many patients, in accordance with their prescription and the information and warnings disseminated in Wolters Kluwer's drug information, labels, patient education monographs, patient inserts, warnings and literature for Zoloft, would be likely to be prescribed, receive and ingest Zoloft.

47. Wolters Kluwer knew or should have known that the incomplete, inaccurate, and misleading information and warnings disseminated in their drug information, labels, patient, education monographs, patient inserts, warnings and literature for Zoloft it supplied to consumers, such as Plaintiffs, created an unreasonable risk of injury, including an unreasonable risk of congenital birth defects to a developing fetus.

48. It was foreseeable that Wolters Kluwer's failure to provide truthful, accurate, adequate, useful, appropriate, up-to-date and complete information and warnings regarding Zoloft could cause harm to consumers, could increase the risk of harm to consumers, and that consumers, including Deidra Long, could foreseeably suffer harm because of their reliance on

Wolters Kluwer's undertaking to provide information and warnings about Zoloft, that was intended to be provided directly to, or made available to consumers, including Deidra Long.

49. Wolters Kluwer promotes itself as an unbiased supplier of up to date scientific drug information. It claims that its drug database and information reduce adverse drug events. Wolters Kluwer also touts the monographs it provides as being comprehensive, authoritative, and unbiased presentations of key drug information to customers and patients. Further, on its website Wolters Kluwer claims the following concerning its prescription drug information:

> "[u]p-to date and comprehensive, our drug databases provide clinicians, pharmacists, payers and pharmaceutical companies with the reliable drug information they need to work efficiently and protect patients. From databases with drug product and pricing information to clinical decision support databases that identify drug conflicts, to consumer-oriented information written to educate patients about their drug therapy, we have a database for most applications' needs across the health care continuum.[1]
>
> ...
>
> Medi-Span®, a part of Wolters Kluwer Health, is the leading provider of prescription drug information and drug interactions database solutions for thousands of health care professionals worldwide.[2]

In truth, Wolters Kluwer failed to ensure that the prescription drug information and warnings they provided regarding Zoloft was truthful, accurate, adequate, useful, appropriate, up-to-date, and complete.

50. As a direct and proximate result of Wolters Kluwer's actions, Deidra Long, and upon information and belief, Mrs. Long's prescribing physicians and pharmacists, were unaware, and could not reasonably know, or through reasonable diligence could not have reasonably known, that Zoloft exposed Hudson Long to the risks and injuries alleged herein, and that those risks were the direct and proximate result of Wolters Kluwer's acts and omissions.

Injuries

[1] Wolters Kluwer Medi-span product webpage, http://www.medi-span.com/drug-database.aspx (Aug. 5, 2011).
[2] Wolters Kluwer Medi-span product webpage, http://www.medi-span.com/index.aspx (Aug. 5, 2011).

51. As a direct and proximate result of the conduct of Defendants as described herein and as a result of Hudson Long's exposure to Zoloft in utero, Hudson Long suffers from physical injuries, some or all of which are permanent and/or may be fatal, and Hudson Long may suffer in the future from other diseases or conditions which have not yet been diagnosed. Further, Hudson Long has sustained in the past, and will sustain in the future, pain and suffering, mental anguish, embarrassment and humiliation, psychological injury, disability, disfigurement caused by the surgeries and procedures he has already undergone, and the surgeries and procedures that he will need to undergo in the future, and the loss of enjoyment of the pleasures of life without the presence of congenital birth defects, and/or other related conditions, as well as past and future general and special damages, including past and future medical care and treatment, lost wages and lost earning capacity.

52. Hudson Long's serious and permanent injuries were the foreseeable and proximate result of Defendants' acts and/or omissions, including, but not limited to, dissemination of inaccurate, misleading, materially incomplete, false, and otherwise inadequate information to the medical community, including Deidra Long's physicians, consumers, including Deidra Long, and pharmacists.

53. Defendants are liable to Hudson Long for all general, special and punitive damages, and other relief to which they are entitled to by law.

COUNT ONE – STRICT PRODUCT LIABILITY – FAILURE TO WARN
(As Against Defendants Pfizer and Greenstone)

54. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

55. The Manufacturing Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts for the negligent and/or willful failure to

provide adequate warnings and other clinically relevant information and data regarding the use of Zoloft during pregnancy.

56. The Manufacturing Defendants, as manufacturers of pharmaceutical drugs, are held to the level of knowledge of an expert in the field, and further, the Manufacturing Defendants knew or should have known that the warnings and other clinically relevant information and data which they distributed regarding the risks of birth defects associated with the use of Zoloft were inadequate.

57. Deidra Long and her prescribing physicians did not have the same knowledge as the Manufacturing Defendants, and no adequate warning or other clinically relevant information and data was communicated to Deidra Long or her physicians.

58. The Manufacturing Defendants had a continuing duty to provide consumers, including Deidra Long, and their physicians with warnings and other clinically relevant information and data regarding the risks and dangers associated with Zoloft as it became or could have become available.

59. The Manufacturing Defendants manufacture, market, promote, distribute, and place in the stream of commerce an unreasonably dangerous and defective prescription drug, Zoloft which is prescribed by health care providers to consumers, including Deidra Long, without adequate warnings and other clinically relevant information and data. Through both omissions and affirmative misstatements, the Manufacturing Defendants misled the medical community about the risks and benefits of Zoloft, which resulted in injury to Hudson Long.

60. Despite the fact that the Manufacturing Defendants knew or should have known that Zoloft caused unreasonable and dangerous side effects, including birth defects, they continue to manufacture, market, promote, distribute, and sell Zoloft without stating that there exists safer

and more or equally effective alternative drug products and/or providing adequate clinically relevant information and data.

61. The Manufacturing Defendants knew or should have known that consumers, including Deidra Long, would foreseeably and needlessly suffer injury as a result of the Manufacturing Defendants' failures.

62. The Manufacturing Defendants breached their duty to provide timely and adequate warnings, instructions, and information in the following particulars:

(a) failing to ensure Zoloft warnings to the medical community, including Deidra Long's physicians, and the public, including Deidra Long, were accurate and adequate, despite having extensive knowledge of the risks associated with Zoloft usage during pregnancy;

(b) failing in their obligation to provide the medical community, including Deidra Long's physicians, and the public, including Deidra Long, with adequate, clinically relevant information, and data and warnings regarding the adverse health risks associated with exposure to Zoloft, and/or that there existed safer and more or equally effective alternative drug products;

(c) failing to conduct post-market safety surveillance and failing to report that information to the medical community, including Deidra Long's physicians, and consumers, including Deidra Long;

(d) failing to include adequate warnings and/or providing adequate and clinically relevant information and data that would alert the medical community, including Deidra Long's physicians, and consumers, including Deidra Long, to the dangerous risks of Zoloft usage during pregnancy, including, among other things, the association with birth defects;

(e) failing to continually monitor, test, and analyze data regarding safety, efficacy, and prescribing practices;

(f) failing to review all adverse drug event information (AER) and to report any information bearing upon the adequacy and/or accuracy of their warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Zoloft to the medical community, including Deidra Long's physicians, and consumers, including Deidra Long;

(g) failing to provide adequate post-marketing warnings and instructions after the Manufacturing Defendants knew or should have known of the significant risks

of, among other things, congenital birth defect risks with Zoloft usage during pregnancy;

(h) failing to periodically review all medical literature regarding Zoloft and failing to report data, regardless of the degree of significance, regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of Zoloft;

(i) failing to disclose the results of the testing and other information in their possession regarding the possibility that Zoloft can interfere with the proper development of an unborn fetus;

(j) failing to warn adequately the medical community, including Deidra Long's physicians, and the public, including Deidra Long, of the dangers of using Zoloft during pregnancy, including the risk of birth defects; and/or

(k) representing that Zoloft was safe for use during pregnancy when, in fact, the Manufacturing Defendants knew or should have known that it was unsafe for this use and that Zoloft usage during pregnancy was associated with birth defects.

63. The Manufacturing Defendants continued to aggressively manufacture, market, promote, distribute, and sell Zoloft even after they knew or should have known of the unreasonable risks of congenital birth defects from Zoloft usage during pregnancy.

64. The Manufacturing Defendants had an obligation to provide Deidra Long and her physicians with adequate and clinically relevant information, data and warnings regarding the adverse health risks to unborn fetuses associated with exposure to Zoloft, and/or that there existed safer and more or equally effective alternative drug products.

65. By failing to provide Deidra Long and her physicians with adequate, clinically relevant information, data and warnings regarding the adverse health risks to unborn fetuses associated with exposure to Zoloft, and/or to inform them that there existed safer and more or equally effective alternative drug products, the Manufacturing Defendants breached their duty of reasonable care and safety.

66. As a direct and proximate result of the actions and inactions of the Manufacturing Defendants as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT TWO – STRICT PRODUCT LIABILITY – DESIGN DEFECT
(As Against Defendants Pfizer and Greenstone)

67. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

68. The Manufacturing Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts.

69. The Manufacturing Defendants manufacture, market, promote, distribute, sell, and place in the stream of commerce Zoloft, which is,:

(a) unreasonably defective in design because it is a teratogenic compound that unreasonably increases the risks of birth defects;

(b) defective in design and is not reasonably safe as intended to be used, subjecting consumers to risks which exceeded the benefits of Zoloft;

(c) defective in design, making use of Zoloft more dangerous than the ordinary consumer would expect and more dangerous than other risks associated with Deidra Long's underlying condition;

(d) defective in design, making use of Zoloft more dangerous than the ordinary consumer would expect and more dangerous than other risks associated with like products;

(e) defective in design in that Zoloft contains insufficient, incorrect, and defective warnings in that they fail to alert physicians, including Deidra Long's

physicians, and users, including Deidra Long, of the risks of adverse effects; and/or

(f) defective in design in that Zoloft is not safe for its intended use and is inadequately tested.

70. The Manufacturing Defendants knew and intended that Zoloft would be used by consumers, including Deidra Long, without any inspection for defects, and that Deidra Long and her physicians would rely upon the representations made by Defendants on Zoloft's product labels and otherwise.

71. Prior to the manufacturing, sale, and distribution of Zoloft, the Manufacturing Defendants knew, or were reckless in not knowing, that Zoloft was in a defective condition.

72. Deidra Long used Zoloft for its intended purpose and could not have discovered any defect therein through the exercise of due care.

73. At the time the Manufacturing Defendants manufactured, marketed, promoted, distributed, and sold Zoloft there existed safer and more or equally effective alternative drug products.

74. As a direct and proximate result of the actions and inactions of the Manufacturing Defendants as set forth herein, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT THREE – NEGLIGENCE
(As Against Defendants Pfizer and Greenstone)

75. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

76. The Manufacturing Defendants are liable to Hudson Long pursuant to state common law and/or state product liability acts due to their negligent advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling and testing Zoloft.

77. At all relevant times, the Manufacturing Defendants were under a duty to exercise reasonable care in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling, and testing Zoloft to ensure that use of Zoloft did not result in avoidable injuries.

78. At all relevant times, the Manufacturing Defendants owed a duty to consumers to assess, manage, and communicate the risks, dangers, and adverse effects of Zoloft, and to warn the medical community, including Mrs. Long's physicians, and consumers, including Deidra Long, of those risks, dangers, and adverse effects.

79. The Manufacturing Defendants' duties include, but are not limited to, carefully and properly advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling, and testing Zoloft, which was placed in the stream of commerce, and providing adequate information regarding the appropriate use of Zoloft.

80. The Manufacturing Defendants negligently and carelessly breached the above-described duties to Deidra and Hudson Long by committing negligent acts and/or omissions, including, but not limited to, the following:

(a) failing to ensure Zoloft's warnings to the medical community, including Deidra Long's physicians, and consumers, including Deidra Long, were accurate and adequate, despite having extensive knowledge of the risks associated with Zoloft;

(b) failing in their obligation to provide the medical community, including Deidra Long's physicians, and consumers, including Deidra Long, with adequate and clinically relevant information, data and warnings regarding the adverse health risks associated with exposure to Zoloft, and/or that there existed safer and more or equally effective alternative drug products;

(c) failing to conduct post-market safety surveillance and report that information to the medical community, including Deidra Long's physicians, and consumers, including Deidra Long;

(d) failing to include adequate warnings and/or providing adequate and clinically relevant information and data that would alert the medical community, including Deidra Long's physicians, and consumers, including Deidra Long, to the dangerous risks of Zoloft;

(e) failing to continually monitor, test, and analyze data regarding safety, efficacy, and the prescribing practices for Zoloft;

(f) failing to review all adverse drug event information and to report any information bearing upon the adequacy and/or accuracy of its warnings, efficacy, or safety, including the risks and/or prevalence of side effects caused by Zoloft to the medical community, including Deidra Long's physicians, and the public, including Deidra Long;

(g) failing to provide adequate post-marketing warnings and instructions after the Manufacturing Defendants knew or should have known of the significant risks of, among other things, birth defect risks of Zoloft;

(h) failing to periodically review all medical literature regarding Zoloft and failing to report data, regardless of the degree of significance, regarding the adequacy and/or accuracy of its warnings, efficacy, or safety of Zoloft;

(i) failing to disclose the results of the testing and other information in their possession regarding the possibility that Zoloft can interfere with the proper development of an unborn fetus;

(j) failing to adequately warn the medical community, including Deidra Long's physicians, and the public, including Deidra Long, of the dangers of using Zoloft during pregnancy, including the risk of birth defects;

(k) representing that Zoloft was safe for use during pregnancy when, in fact, the Manufacturing Defendants knew or should have known that it was unsafe for this use and that Zoloft usage during pregnancy was associated with birth defects;

(l) promoting and marketing Zoloft for use with pregnant women, despite the fact that the Marketing Defendants knew or should have known that Zoloft usage during pregnancy was associated with birth defects;

(m) promoting and marketing Zoloft as safe and effective for use with pregnant women when, in fact, it was unsafe;

(n) failing to independently monitor their sales of Zoloft and the medical literature, which would have alerted them to the fact that Zoloft was widely over-prescribed to women of childbearing potential as a result of inadequate warnings, including those in the package inserts and PDR monographs for Zoloft, and as a result of the over-promotion of the drug;

(o) failing to act as reasonably prudent drug manufacturers in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packaging, producing, promoting, processing, researching, selling, and testing of Zoloft;

(p) failing to perform adequate and necessary studies to determine and analyze the safety and risks associated with Zoloft's use during pregnancy;

(q) failing to use ordinary care in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling, and testing Zoloft so as to reveal and communicate the risk of congenital birth defects to the medical community, including Deidra Long's physicians, and consumers, such as Deidra Long;

(r) failing to accompany Zoloft with adequate information that would alert the medical community, including Deidra Long's physicians, and consumers, such as Deidra Long, to the potential adverse side effects associated with the use of Zoloft during pregnancy and the nature, severity, and duration of such adverse effects;

(s) failing to conduct adequate post-marketing studies, non-clinical and clinical testing, and post-marketing surveillance and analyses to determine and communicate the safety profile and side effects of Zoloft;

(t) continuing to promote the safety and effectiveness of Zoloft while downplaying their risks even after the Manufacturing Defendants knew or should have known of the risks of Zoloft usage during pregnancy;

(u) failing to provide consumers, such as Deidra Long, and her physicians with scientific data which indicated that Zoloft was unreasonably dangerous during pregnancy, and that there were no women of childbearing potential and/or pregnant women in whom the benefits of Zoloft outweighed the risks;

(v) being careless and negligent in that the Manufacturing Defendants knew or should have known that Zoloft was a substance that would be actively transported through the placenta during pregnancy and could inhibit the health and development of the fetus;

(w) negligently and carelessly promoting Zoloft as safe and effective for use with women of childbearing potential and/or pregnant women when, in fact, it was unsafe;

(x) negligently and carelessly over-promoting Zoloft in a zealous and unreasonable way, without regard to the potential danger that it posed to an unborn fetus; and/or

(y) negligently and carelessly failing to act as a reasonably prudent drug manufacturer, distributor, marketer, promoter, or seller would under same or similar circumstances.

81. Although the Manufacturing Defendants knew or should have known that Zoloft causes unreasonably dangerous side effects, including birth defects, they continue to market Zoloft, despite the fact there are safer and more or equally effective alternative drug products.

82. The Marketing Defendants knew or should have known that consumers, such as Deidra Long, would suffer injury as a result of their failure to exercise ordinary care, as described herein.

83. The conduct of the Manufacturing Defendants was a direct and proximate cause of Hudson Long's injuries. The Manufacturing Defendants knew or should have known that Zoloft can be dangerous and unsafe for pregnant women and the developing fetus.

84. As a direct and proximate result of the negligent acts and/or omissions of the Manufacturing Defendants as set forth herein, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT FOUR – NEGLIGENT DESIGN
(As Against Defendants Pfizer and Greenstone)

85. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

86. The Manufacturing Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts for the negligent design of Zoloft.

87. At all relevant times, the Manufacturing Defendants owed a duty to consumers, including Deidra Long, and their health care providers to exercise reasonable care in the design of Zoloft.

88. The Manufacturing Defendants negligently and carelessly breached this duty of care to Deidra Long and Hudson Long because they designed Zoloft which:

(a) was and is unreasonably defective in design because it is a teratogenic compound that unreasonably increased the risks of birth defects;

(b) was and is defective in design and was not reasonably safe as intended to be used, subjecting Deidra Long and Hudson Long to risks which exceeded the benefits of Zoloft;

(c) was and is defective in design, making use of Zoloft more dangerous than an ordinary consumer would expect and more dangerous than other risks associated with the Deidra Long's underlying condition;

(d) was and is defective in design, making use of Zoloft more dangerous than the ordinary consumer would expect and more dangerous than other risks associated with like products;

(e) was and is defective in design in that it contained insufficient, incorrect and defective warnings in that they failed to alert physicians and users, including the Mother Plaintiff of the risks of adverse effects;

(f) was and is defective in design in that it was not safe for its intended use and was inadequately tested;

(g) was and is defective in design because its risks exceeded any benefit of Zoloft; and/or

(h) failed to act as a reasonably prudent drug manufacturer, seller, promoter, distributor, or marketer would have acted with respect to the design of Zoloft.

89. As a direct and proximate result of the negligent acts and/or omissions of the Manufacturing Defendants, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, costs of suit in an amount to be determined upon the trial of this matter.

COUNT FIVE – FRAUD, MISREPRESENTATION, AND SUPPRESSION
(As Against Defendants Pfizer and Greenstone)

90. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

91. The Manufacturing Defendants are liable to Hudson Long under the state common law and/or state product liability acts for fraudulently, intentionally, and/or negligently misrepresenting to the public, and to Deidra Long, both directly and by and through her prescribing physicians, the safety and effectiveness of Zoloft when used by women of childbearing potential, and/or fraudulently, intentionally, and/or negligently concealing, suppressing or omitting material, adverse information regarding the safety and effectiveness of Zoloft when used by women of childbearing potential.

92. The Manufacturing Defendants' fraudulent, intentional, and/or negligent material misrepresentations and omissions regarding the safety and efficacy of Zoloft and of Zoloft's side effects, including the risk of birth defects, were communicated to Deidra Long directly through promotional materials, advertising, product inserts, and the monograph provided with Deidra Long's prescription with the intent that the Deidra Long use Zoloft. The safety and efficacy of Zoloft was also fraudulently, intentionally, and/or negligently misrepresented to Deidra Long's prescribing physician with the intent that such misrepresentations would cause Zoloft to be prescribed to Deidra Long.

93. The Manufacturing Defendants either knew or should have known that the material representations they were making regarding Zoloft's safety, efficacy, and side effects were false.

94. The Manufacturing Defendants fraudulently, intentionally, and/or negligently made the misrepresentations and/or actively concealed, suppressed, or omitted this material information with the intention and specific desire to induce Deidra Long, her physicians, the medical community, and the consuming public to use and prescribe Zoloft. The Manufacturing Defendants fraudulently, intentionally, and/or negligently knew or should have known that

Deidra Long and/or her physicians would rely on such material misrepresentations and/or omissions in selecting Zoloft for the treatment of Deidra Long. The Manufacturing Defendants knew or should have known that Deidra Long and her physicians would rely upon their false representations and/or omissions.

95. The Manufacturing Defendants made these material misrepresentations and/or omissions and actively concealed adverse information at a time when they, their agents and/or their employees knew or should have known that Zoloft had defects, dangers, and characteristics that were other than what had been represented to the medical community and the consuming public, including Deidra Long. Those misrepresentations and omissions further include, but are not limited to, the following particulars:

(a) The Manufacturing Defendants failed to disclose or concealed that their pre-clinical and clinical testing, and post-marketing surveillance was inadequate to determine the safety and side effects of Zoloft;

(b) The Manufacturing Defendants failed to disclose or concealed data showing that Zoloft increased the risk of congenital birth defects;

(c) The Manufacturing Defendants failed to include adequate warnings with Zoloft about the potential and actual risks, and nature, scope, severity, and duration of any serious side effects of this drug, including, without limitation, the increased risk of congenital birth defects, other injuries and death, either compared to the use of alternative drug products in its class or compared to the use of no drug products; and/or

(d) The Manufacturing Defendants concealed and continues to conceal past and present facts, including that as early as the 1990s, the Manufacturing Defendants were aware of and concealed their knowledge of an association between the use of Zoloft and dangerous side effects, including the increased risk of congenital birth defects, from the consuming public, including Deidra Long and her physicians.

96. The Manufacturing Defendants' material misrepresentations and/or active concealment, suppression, and omissions were perpetuated directly and/or indirectly by the Manufacturing Defendants, their sales representatives, employees, distributors, agents, and/or

detail persons, through the databases, printouts, monographs, and other information drafted, prepared, marketed, sold, and supplied by the Manufacturing Defendants, their sales representatives, employees, distributors, agents, and/or detail persons.

97. The Manufacturing Defendants' material misrepresentations and/or active concealment, suppression, and omissions constitute a continuing tort.

98. Through its product inserts, the Manufacturing Defendants continue to misrepresent the potential risks and complications associated with Zoloft.

99. The Manufacturing Defendants had a post-sale duty to timely warn physicians, including Deidra Long's physicians, and consumers, such as Deidra Long, about the potential risks and complications associated with Zoloft.

100. The Manufacturing Defendants fraudulently, intentionally, and/or negligently misrepresented the safety and efficacy of Zoloft in their labeling, advertising, product inserts, promotional materials, or other marketing.

101. If Deidra Long and her physicians had known the true facts concerning the risks of Zoloft, in particular, the risk of congenital birth defects, they would not have prescribed and used Zoloft and would have instead prescribed and used one of the safer alternatives, or no drug.

102. Deidra Long and her physicians' reliance upon the Manufacturing Defendants' material misrepresentations was justified, among other reasons, because said misrepresentations and omissions were made by individuals and entities who were in a position to know the true facts concerning Zoloft, while Deidra Long and her physicians were not in a position to know the true facts, and because the Manufacturing Defendants overstated the benefits and safety of Zoloft, and concomitantly downplayed the risks of its use, including birth defects, thereby

inducing Deidra Long and her physicians to use Zoloft, in lieu of other, safer alternatives, or no drug at all.

103. As a direct and proximate result of Deidra Long and her physicians' reliance on the Manufacturing Defendants' misrepresentations and concealment concerning the risks and benefits of Zoloft, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT SIX – CONSTRUCTIVE FRAUD
(As Against Defendants Pfizer and Greenstone)

104. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

105. The Manufacturing Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts for constructive fraud in the manufacturing, distribution, and sale of Zoloft.

106. At the time Zoloft was manufactured, distributed, and sold by the Manufacturing Defendants to Deidra Long, the Manufacturing Defendants were in a unique position of knowledge concerning the safety and effectiveness of Zoloft, which knowledge was not possessed by Deidra Long or her physicians, and the Manufacturing Defendants thereby held a position of superiority over Deidra Long.

107. Through their unique knowledge and expertise regarding the defective nature of Zoloft, and through their marketing statements to physicians and patients in advertisements,

promotional materials, and other communications, the Manufacturing Defendants professed that they were in possession of facts demonstrating that Zoloft was safe and effective for its intended use and was not defective.

108. The Manufacturing Defendants' representations to Deidra Long and her physicians were made to induce Deidra Long's physicians to prescribe and Deidra Long to purchase Zoloft.

109. The Manufacturing Defendants took unconscionable advantage of their dominant position of knowledge with regard to Deidra Long and her physicians and engaged in constructive fraud in their relationship.

110. Deidra Long and her physicians reasonably relied on the Manufacturing Defendants' representations.

111. As a direct and proximate result of the Manufacturing Defendants' constructive fraud, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT SEVEN – BREACH OF EXPRESS AND IMPLIED WARRANTIES
(As Against Defendants Pfizer and Greenstone)

112. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

113. The Manufacturing Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts for the breach of express and implied warranties of Zoloft.

114. At all relevant times, and upon information and belief, the Manufacturing Defendants, by directly and indirectly advertising, marketing, and promoting Zoloft for the treatment of women, including women of childbearing potential and pregnant women, and by placing Zoloft in the stream of commerce knowing that Zoloft would be prescribed to pregnant women in reliance upon the representations or omissions of the Manufacturing Defendants, expressly warranted to all foreseeable users of Zoloft, including Deidra Long and her physicians, that Zoloft was safe and effective for the treatment of women during pregnancy and without significant risk to the fetus.

115. The Manufacturing Defendants impliedly warranted in manufacturing, distributing, selling, advertising, marketing, and promoting Zoloft to all foreseeable users, including Deidra Long and her physicians, that Zoloft was safe and effective for the purposes for which it had been placed in the stream of commerce by the Manufacturing Defendants, including for the treatment of pregnant women, and that Zoloft was reasonably safe, proper, merchantable, and fit for its intended purpose, including for the treatment of pregnant women and without significant risk to the fetus.

116. At all relevant times, Deidra Long and her physicians relied upon the aforesaid express and implied warranties by the Manufacturing Defendants.

117. Deidra Long's ingestion of Zoloft during pregnancy, and her physicians' prescribing of Zoloft, were consistent with the purposes for which the Manufacturing Defendants directly and indirectly advertised, marketed, and promoted Zoloft, and Deidra

Long's use of Zoloft, and her physicians' prescribing of Zoloft, was reasonably contemplated, intended, and foreseen by the Manufacturing Defendants at the time of the distribution and sale of Zoloft by the Manufacturing Defendants, and, therefore, Deidra Long's use of Zoloft was within the scope of the above-described express and implied warranties.

118. The Manufacturing Defendants breached the aforesaid express and implied warranties because Zoloft was not safe and effective for the treatment of women during pregnancy because it exposed the developing fetus to a significant risk of serious injury, and because Deidra Long's use of Zoloft during her pregnancy caused Hudson Long's injuries.

119. As a direct and proximate result of the Manufacturing Defendants' breach of express and implied warranties, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Manufacturing Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT EIGHT – NEGLIGENCE
(As Against Defendants Wolters Kluwer)

120. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

121. Defendants Wolters Kluwer were negligent and breached duties owed to Hudson Long with respect to Zoloft in the following regard:

(a) Despite knowledge of injurious side effects, Wolters Kluwer failed to author, analyze, create, compile, design, draft, disseminate, distribute, edit, evaluate, market, publish, and supply prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature to Deidra

Long, regarding the adverse effects associated with Zoloft's foreseeable use by Mrs. Long;

(b) Wolters Kluwer recklessly, improperly, and negligently failed to provide truthful, accurate, adequate, useful, appropriate, up-to-date and complete information and warnings in the written Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature that it authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published, and supplied for the ultimate purpose of informing consumers, including Deidra Long;

(c) Wolters Kluwer knew or should have known through the exercise of reasonable care that the prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature provided to consumers, including Deidra Long, substantially understated the risks and dangers of ingesting the drug Zoloft;

(d) Wolters Kluwer failed to use reasonable care to modify the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature to adequately warn Deidra Long, patients, pharmacists, and physicians about the true risks of Zoloft use;

(e) Wolters Kluwer failed to properly assess, analyze, and interpret the studies, research, adverse event reports, and other information available regarding the dangers and side effects of Zoloft use;

(f) Wolters Kluwer omitted and/or minimized information and warnings regarding birth defects;

(g) Wolters Kluwer, directly or indirectly, negligently and/or defectively authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature that was unsuitable for their intended purpose of warning consumers about the risks and side effects of Zoloft that Deidra Long was taking;

(h) Wolters Kluwer had actual and/or constructive knowledge that pharmacists, medical professionals, and consumers, such as Deidra Long, would rely upon the information and warnings disseminated in their prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature for Zoloft, and that many patients, in accordance with their prescription and prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature would be likely to ingest Zoloft; and/or

(i) Wolters Kluwer knew, or should have known, that the incomplete, inaccurate, and misleading prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature it supplied to consumers, such as Plaintiffs, regarding the drug Zoloft, created an unreasonable risk of injury, including an unreasonable risk of birth defects to a developing fetus.

122. As a result of Wolter Kluwer's negligence and their willful and wanton misconduct, Zoloft was prescribed and used by Deidra Long thereby causing Hudson Long to sustain reasonably foreseeable, serious and permanent damages and injuries as alleged herein. Wolters Kluwer's negligence and their willful and wanton misconduct was a proximate cause of Hudson Long's harm and injuries.

123. Wolters Kluwer's conduct fell below the required standard of care in that it failed to comply with the minimal standards of conduct adhered to by a reasonably prudent company in the business of preparing consumer warnings and information in connection with pharmaceutical products.

124. The negligent and/or willful and wanton conduct described above directly and proximately caused Hudson Long's injuries. Had Wolters Kluwer met their duty and provided truthful, accurate, adequate, useful, appropriate, up-to-date and complete warnings regarding Zoloft, Deidra Long would not have ingested Zoloft. Instead, Deidra Long relied upon the negligently prepared prescription drug information, labels, patient education monographs, patient inserts, warnings, and literature to Hudson Long's detriment.

125. As a direct and proximate result of the actions and inactions of Wolters Kluwer's as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Wolters Kluwer for an amount in excess of $50,000.00, compensatory and punitive

damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT NINE – STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN
(As Against Defendants Wolters Kluwer)

126. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

127. Wolters Kluwer engaged in the business of authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, publishing and supplying drug information intended to be provided to consumers of prescription drugs. To that end, Wolters Kluwer authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published, supplied and contributed into the stream of commerce the prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature which were a component of the Zoloft product as sold to Deidra Long.

128. At all times material hereto, both the drug Zoloft and the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied by Wolters Kluwer was defective and unreasonably dangerous to Deidra Long and Hudson Long and other foreseeable users at the time it left the control of Wolters Kluwer.

129. At all relevant times, the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature was expected to reach, and did reach, consumers, including Deidra Long, without substantial change in the content or condition

of the prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature.

130. Deidra Long was of the type of patient that Wolters Kluwer could reasonably expect would fill a prescription for Zoloft and would receive Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature.

131. The Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature was defective and unreasonably dangerous when the product was initially drafted, subsequently when it was promoted, when it was placed into the stream of commerce, and when it was received by consumers, including Deidra Long, in ways which include, but are not limited to, one or more of the following:

(a) When placed in the stream of commerce, the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature contained unreasonably dangerous design defects and was not reasonably safe for its intended use of warning consumers about the risks of the drug. As a result, Plaintiffs were subjected to risks which exceeded the benefits of the drug;

(b) The Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature provided by Wolters Kluwer was insufficiently researched, tested, and evaluated prior to its initial release, sale, or use;

(c) The Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature provided by Wolters Kluwer was not adequately revised or amended based on emerging scientific and medical data and study results;

(d) Upon information and belief, the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature failed to include, or failed to adequately emphasize, Zoloft's harmful propensity to cause congenital birth defects; and/or

(e) The Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature was not of a nature that would suffice to apprise a reasonable consumer of the full nature and extent of the risks and side effects of Zoloft use, particularly the risk of congenital birth

> defects, despite the fact that these risks were known or reasonably scientifically knowable at the time the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and/or literature left the possession of Wolters Kluwer.

132. Wolters Kluwer knew, or in light of reasonably available scientific knowledge, should have known about the danger that Zoloft would cause injuries, particularly congenital birth defects. A reasonably competent PEM provider, when authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, publishing and supplying and updating Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature would have included a warning sufficient to apprise consumers of the risk of congenital birth defects resulting from Zoloft use. Wolters Kluwer's Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature was defectively designed because it failed to include an adequate warning regarding the risk of birth defects.

133. As a direct and proximate result of Wolters Kluwer's actions and inactions as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Wolters Kluwer for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT TEN – STRICT PRODUCT LIABILITY – FAILURE TO WARN
(As Against Defendants Wolters Kluwer)

134. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

135. The Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied by Wolters Kluwer was defective and unreasonably dangerous when it left Wolters Kluwer's possession, in that it contained warnings insufficient to alert consumers, including Deidra Long, to the dangerous risks associated with Zoloft, including, but not limited to, birth defects.

136. Deidra Long ingested Zoloft for the drug's intended purpose. At the time Deidra Long's Zoloft prescription was filled, she received and read prescription drug information, labels, patient education monographs, patient inserts, warnings and literature regarding Zoloft that was authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied by Wolters Kluwer. Upon information and belief, the prescription drug information, labels, patient education monographs, patient inserts, warnings and literature Deidra Long received was supplied to her pharmacy by Wolters Kluwer for the intended purpose of alerting consumers of the risks and side effects of their prescription medications.

137. Deidra Long could not have discovered the defects in the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature through the exercise of care.

138. Wolters Kluwer had a continuing duty to monitor, revise, and amend the content of its Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature to accurately present the dangers associated with Zoloft.

139. Wolters Kluwer failed to adequately warn consumers, including Deidra Long, of the dangers associated with Zoloft or that the Zoloft prescription drug information, labels, patient

education monographs, patient inserts, warnings and literature was not a comprehensive or reliable presentation of the drug's dangers. More specifically, Wolters Kluwer did not adequately warn of the risk of congenital birth defects that was known or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution, nor did Wolters Kluwer adequately advise Deidra Long that serious and life-threatening health risks associated with Zoloft had been omitted, such as congenital birth defects, from the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature. The warnings that were given by Defendants were not truthful, accurate, adequate, useful, appropriate, up-to-date and/or complete.

140. Wolters Kluwer, as the author and provider of truthful, accurate, adequate, useful, appropriate, up-to-date and complete information and warnings for consumers, is held to the level of knowledge and care of a reasonable PEM provider.

141. As a direct and proximate result of Wolters Kluwer's actions and inactions as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against the Wolters Kluwer for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT ELEVEN – FRAUD, MISREPRESENTATION, AND SUPPRESSION
(As Against Defendants Wolters Kluwer)

142. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

143. Wolters Kluwer fraudulently, intentionally, and/or negligently misrepresented to the public, and to Deidra Long, both directly and by and through Deidra Long's pharmacists and physicians, the safety and effectiveness of the drug, and/or fraudulently, intentionally, and/or negligently concealed, suppressed, or omitted material, adverse information regarding the safety and effectiveness of Zoloft.

144. The intentional and/or negligent misrepresentations and omissions of Wolters Kluwer regarding the safety and efficacy of Zoloft and of the drug's minimal side effects were communicated to consumers, including Deidra Long, directly through Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature provided with Deidra Long's prescription. The safety and efficacy of Zoloft was also intentionally and/or negligently misrepresented to her pharmacists and physicians with the intent that such misrepresentations would cause Zoloft to be provided and prescribed to Deidra Long.

145. Wolters Kluwer either knew or should have known that the material representations they were making regarding Zoloft's safety, efficacy, and minimal side effects were false.

146. Wolters Kluwer fraudulently, intentionally, and/or negligently made the misrepresentations and/or actively concealed, suppressed, or omitted this material information with the intention and specific desire to induce Deidra Long, her physician, the medical community, and the consuming public to prescribe and use Zoloft. Wolters Kluwer fraudulently, intentionally, and/or negligently knew or should have known that Deidra Long, her prescribing physicians, and the consuming public would rely on such material misrepresentations and/or omissions in selecting Zoloft for treatment. Wolters Kluwer knew or should have known that Deidra Long and her physicians would rely upon their false representations and/or omissions.

147. Wolters Kluwer made these misrepresentations and actively concealed adverse information, including the risk of congenital birth defects, at a time when they, their agents and/or their employees knew, or should have known, that the drug product had defects, dangers, and characteristics that were other than what had been represented to the medical community and the consuming public, including Deidra Long. Specifically, Wolters Kluwer misrepresented and/or actively concealed, suppressed, or omitted that there had been inadequate testing of the safety and efficacy of Zoloft, and that prior studies, research, reports, and/or testing had been conducted linking the use of the drug to serious adverse reactions, including congenital birth defects.

148. Despite the fact that Wolters Kluwer knew or should have known of reports of severe adverse reactions, including congenital birth defects, with Zoloft use, adverse drug information was strategically minimized, understated, or omitted in order to create the overall impression that the dangers were insignificant and infrequent.

149. The fraudulent, intentional and/or negligent material misrepresentations and/or active concealment, suppression, and omissions by Wolters Kluwer were perpetuated directly and/or indirectly through the databases, printouts, prescription drug information, labels, patient education monographs, patient inserts, warnings and literature and other information authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied by Wolters Kluwer.

150. Wolters Kluwer's material misrepresentations and/or active concealment, suppression, and omissions constitute a continuing tort.

151. Wolters Kluwer misrepresented the safety and efficacy of Zoloft in its databases, printouts, prescription drug information, labels, patient education monographs, patient inserts, warnings and literature and other information.

152. Had Deidra Long, her physicians and her pharmacists known the true facts concerning the risks of the use of Zoloft, in particular the risk of congenital birth defects, Deidra Long, her pharmacists, and her physicians would not have used, provided, or prescribed Zoloft and would have instead sought a safer alternative, or no drug.

153. Deidra Long's, her physicians', and her pharmacists' reliance upon Wolters Kluwer's material misrepresentations and/or omissions was justified, among other reasons, because said misrepresentations and omissions were made by individuals and entities who were in a position to know the true facts concerning Zoloft while Deidra Long, her pharmacists, and her physicians were not in a position to know the true facts, and because Wolters Kluwer overstated the benefits and safety of Zoloft, and concomitantly downplayed the risks in its use, including congenital birth defects, thereby inducing Deidra Long, her pharmacists, and her physicians to use, provided, or prescribe Zoloft, in lieu of other, safer alternatives.

154. As a direct and proximate result of Wolters Kluwer's actions and inactions as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Wolters Kluwer for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT TWELVE – BREACH OF EXPRESS AND IMPLIED WARRANTIES
(As Against Defendants Wolters Kluwer)

155. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

156. Wolters Kluwer, in the marketing, distribution, and sale of products encompassing Zoloft databases, printouts, prescription drug information, labels, patient education monographs, patient inserts, warnings and literature, expressly and impliedly warranted to Deidra Long, her pharmacists, and her physicians that the information and warnings it was providing was truthful, accurate, adequate, useful, appropriate, up-to-date and complete in order to warn consumers of the dangers and risks of various prescription drugs, including Zoloft. As the intended and foreseeable recipients of the information contained in the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature, Deidra Long, her pharmacists, and her physicians were the beneficiaries of the express and implied warranties made by Wolters Kluwer.

157. Wolters Kluwer, in its prescription drug information, labels, patient education monographs, patient inserts, warnings and literature, expressly warranted to the medical community and consumers that Zoloft was safe and fit for use by Deidra Long and the general public for the treatment of the conditions suffered by Deidra Long. In actuality, the drug Zoloft was not fit, safe, effective, and proper when prescribed by physicians for human use.

158. The drug Zoloft, in the composition and condition that it was marketed, distributed, and sold to Deidra Long, was unsafe and unfit for human use so as to be in breach of the express and implied warranties that the drug was fit for its intended purpose. In particular, by overstating the benefits and safety of Zoloft and by understating other risks attendant to the drug's use, including, but not limited to, congenital birth defects, Wolters Kluwer induced

Deidra Long to use Zoloft, in lieu of other, safer alternatives, and induced Deidra Long's pharmacy to dispense Zoloft, and induced Deidra Long's physician to prescribe Zoloft to her.

159. Deidra Long, her physicians and her pharmacists relied upon the representations of Wolters Kluwer, as contained in the Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature, as to the risks of using Zoloft. In particular, Deidra Long, her physicians, and her pharmacists relied upon Wolters Kluwer's representations and omissions concerning the risk of congenital birth defects associated with Zoloft use during pregnancy.

160. Deidra Long's, her physicians', and her pharmacists' reliance upon Wolters Kluwer's misrepresentations was justified, among other reasons, because said misrepresentations and omissions were made by individuals and entities who claimed to be providing truthful, accurate, adequate, useful, appropriate, up-to-date and complete drug information. Furthermore, Wolters Kluwer was in a position to know the true facts concerning Zoloft while Deidra Long, her physicians and her pharmacists were not in a position to know the true facts.

161. Had Deidra Long, her physicians and her pharmacists known the true facts concerning the risks of the use of Zoloft, in particular the risk of congenital birth defects, Deidra Long, her pharmacists, and her physicians would not have used, provided, or prescribed Zoloft and would have instead sought a safer alternative, or no drug.

162. As a direct and proximate result of Wolters Kluwer's actions and inactions as set forth above, Hudson Long suffered, and will continue to suffer into the future, injuries and damages, as set forth herein.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Wolters Kluwer for an amount in excess of $50,000.00, compensatory and punitive

damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT THIRTEEN – GROSS NEGLIGENCE/MALICE
(As Against All Defendants)

163. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

164. Defendants are liable to Hudson Long under state common law and/or the applicable state product liability acts for gross negligence and/or malice.

165. While performing each of the acts and omissions previously set forth in this Complaint, Defendants actually knew of the defective nature of their products and the inadequacy of their warnings as set forth herein, yet Defendants continued to author, create, design, distribute, edit, manufacture, market, sell and provide their products in their defective condition so as to maximize sales and profits at the expense of Hudson Long's health and the health of the consuming public.

166. The acts and omissions of Defendants involved an extreme degree of risk, given the probability and magnitude of causing harm to Hudson Long and others.

167. Defendants had actual, subjective awareness of the risk of injury posed by Zoloft and the Zoloft information and warnings to consumers such as Deidra Long. Moreover, a reasonable company in the position of Defendants would have been aware of the risk of injury posed to consumers by the use of Zoloft and the Zoloft information and warnings. Yet, Defendants proceeded in conscious disregard to the rights, safety, and welfare of Hudson Long.

168. The acts and omissions of Defendants demonstrate that they did not care about the peril they subjected upon Hudson Long such that their conduct was grossly negligent.

169. Further, the wrongs done by Defendants were aggravated by the kind of malice, fraud, and reckless disregard for the rights of others, the public, and Hudson Long for which the law allows the imposition of exemplary damages in that Defendants' conduct:

(a) When viewed objectively from Defendants' 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 Defendants were actually, subjectively aware of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others; and/or

(b) Included a material representation that was false, with Defendants 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 Deidra Long. Deidra Long relied on the representation and Hudson Long suffered injury as a proximate result of this reliance.

170. Hudson Long therefore seeks to assert claims for exemplary damages at the appropriate time under governing law in an amount within the jurisdictional limits of the Court.

171. Hudson Long also alleges that the acts and omissions of Defendants, whether taken singularly or in combination with others, constitute gross negligence that proximately caused the injuries to Hudson Long. In that regard, Hudson Long will seek exemplary damages in an amount that would punish Defendants for their conduct and which would deter other similar defendants from engaging in such misconduct in the future.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

COUNT FOURTEEN – PUNITIVE DAMAGES
(As Against All Defendants)

172. Hudson Long incorporates by reference all of the above paragraphs as if set forth in full herein.

173. Hudson Long is entitled to punitive damages, pursuant to state common law or the applicable statutory provision, because Defendants' actions were reckless and without regard for the public's safety and welfare. Defendants knowingly withheld, concealed or misrepresented the risks and dangers of Zoloft and the Zoloft information and warnings, including the risk of congenital birth defects, from both the medical community and the public at large, including Plaintiffs, their physicians and pharmacists. Defendants downplayed, understated, and disregarded their knowledge of the serious and permanent side effects associated with the use of Zoloft, including birth defects, despite information demonstrating Zoloft was unreasonably dangerous and in conscious disregard of the risk of serious injury posed to Hudson Long by these known misrepresentations and/or omissions.

174. Hudson Long is entitled to punitive damages, pursuant to state common law or the applicable statutory provision, because Defendants' actions were reckless and without regard for the public's safety and welfare. Defendants misled both the medical community and the public at large, including Deidra Long, their physicians and pharmacists, by making false representations about and concealing pertinent information regarding Zoloft and its information and warnings. Defendants downplayed, understated and disregarded its knowledge of the serious and permanent side effects associated with the use of Zoloft, including congenital birth defects, despite information demonstrating the product was unreasonably dangerous.

175. At all relevant times, the Manufacturing Defendants had a duty to exercise reasonable care in the advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling, and/or testing Zoloft.

176. The conduct of the Manufacturing Defendants in advertising, analyzing, assembling, compounding, designing, developing, distributing, formulating, inspecting, labeling, manufacturing, marketing, packing, producing, promoting, processing, researching, selling, and/or testing Zoloft, and in failing to warn Deidra Long, Deidra Long's physicians, her pharmacists and other members of the public of the dangers inherent in the use of Zoloft, which were known to the Manufacturing Defendants, was attended by circumstances of fraud, malice, or willful and wanton conduct, done heedlessly and recklessly, without regard to consequences, or of the rights and safety of others, including Hudson Long.

177. The Manufacturing Defendants knew that Zoloft had unreasonably dangerous risks and caused serious side effects of which Deidra Long, Deidra Long's physicians, her pharmacists would not be aware. The Manufacturing Defendants nevertheless advertised, analyzed, assembled, compounded, designed, developed, distributed, formulated, inspected, labeled, manufactured, marketed, packaged, produced, promoted, processed, researched, sold, and tested Zoloft knowing that there were safer methods and products available.

178. At all relevant times, Wolters Kluwer had a duty to exercise reasonable care in the authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, publishing and supplying Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature.

179. The conduct of Wolters Kluwer in authoring, analyzing, creating, compiling, designing, drafting, disseminating, distributing, editing, evaluating, marketing, publishing and supplying Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature, and in failing to warn Deidra Long, Deidra Long's physicians, her pharmacists and other members of the public of the dangers inherent in the use of Zoloft,

which were known to Defendants, was attended by circumstances of fraud, malice, or willful and wanton conduct, done heedlessly and recklessly, without regard to consequences, or of the rights and safety of others, including Hudson Long.

180. Wolters Kluwer knew that Zoloft had unreasonably dangerous risks and caused serious side effects of which Deidra Long, Deidra Long's physicians, her pharmacists would not be aware. Wolters Kluwer nevertheless authored, analyzed, created, compiled, designed, drafted, disseminated, distributed, edited, evaluated, marketed, published and supplied Zoloft prescription drug information, labels, patient education monographs, patient inserts, warnings and literature knowing that there were safer methods and products available.

181. Defendants' actions were performed willfully, deliberately, intentionally, and with reckless disregard for the rights and safety of Hudson Long and the public and caused substantial financial injury.

182. The conduct of Defendants, undertaken with knowledge, for these purposes, evinces gross negligence and a willful, wanton, and conscious disregard for the rights and safety of consumers, including Hudson Long, and as a direct and proximate result of the Defendants' actions and inactions, Hudson Long suffered injuries due to Defendants' disregard for Hudson Long's rights and safety, and therefore, Hudson Long is entitled to an award of punitive damages from Defendants.

WHEREFORE, for the above reasons, Hudson Long demands judgment in his favor and against Defendants for an amount in excess of $50,000.00, compensatory and punitive damages, delay damages, and costs of suit in an amount to be determined upon the trial of this matter.

JURY DEMAND

Hudson Long demands that all issues of fact in this case be tried to a properly empanelled jury.

CONCLUSION AND PRAYER

WHEREFORE, Hudson Long requests trial by jury and that the Court grants them the following relief against Defendants, on all counts of this Complaint, including:

A. Money damages representing fair, just and reasonable compensation for the respective common law and statutory claims in excess of $50,000.00;

B. Punitive and/or treble damages pursuant to state law;

C. Attorneys' fees and costs pursuant to state law;

D. Pre-judgment and post-judgment interest as provided by law;

E. Costs of suit and expenses; and

F. Such other relief as deemed just and appropriate.

Dated: May 1, 2012

Respectfully Submitted,

Gregory S. Spizer
Anapol Schwartz
1710 Spruce Street
Philadelphia, PA 19103
Telephone: (215) 735-1130
Fax: (215) 875-7707
E-Mail: gspizer@anapolschwartz.com

Attorney for Plaintiffs

VERIFICATION

I, Gregory S. Spizer, hereby state:

1. I am the attorney representing the Plaintiff in this action.

2. I verify that Deidra Long, Parent and Natural Guardian of Hudson Long, a Minor, does hereby state that the averments of fact in the foregoing SHORT FORM CIVIL ACTION COMPLAINT are true and correct to the best of her knowledge, information, and belief and are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

3. Deidra Long's original Verification will be filed with this Court in the near future.

GREGORY S. SPIZER, ESQUIRE
Attorney for Plaintiff

Dated: 7 May 2012