UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

JULIENE J. WOOD,
as Trustee for the next of kin of
JOHN W. WOOD. Jr., Deceased

Plaintiff,

vs.

PFIZER, INC.,

Defendant.

Court File No.

COMPLAINT

DEMAND FOR JURY TRIAL

This is an action for personal injuries and damages suffered by Plaintiff, individually, and as trustee for the next of kin of John W. Wood, Jr., as a direct and proximate result of Defendant's negligent and wrongful conduct in connection with the design, development, manufacturing, testing, packaging, promoting, marketing, distribution, labeling and/or sale of sildenafil citrate tablets sold under the brand name, Viagra ® (hereinafter "Viagra").

The surviving spouse of John W. Wood, Jr. (hereinafter "Plaintiff") by and through the undersigned counsel, alleges as follows:

PARTIES

1. Plaintiff Juliene Wood is the surviving spouse of John W. Wood (hereinafter John Wood, Jr.) and trustee for John Wood, Jr.'s next of kin. Plaintiff brings these wrongful death claims for all damages and claim authorized therein.

2. At all times relevant herein, Decedent, John Wood, Jr. was a resident of the state of Minnesota.

3. Plaintiff, Juliene Wood is an adult citizen residing at 5413 Wooddale Avenue, Edina, Minnesota, 55424.

4. Defendant, Pfizer, Inc. (hereinafter "Defendant") is a corporation organized and existing under the laws of the State of Delaware. Defendant maintains its principal place of business at 235 East 42nd Street, New York, New York 10017.

5. At all times mentioned herein, Defendant was engaged in interstate commerce and profited from the design, manufacture, marketing, distribution and/or sales of the brand name prescription drug Viagra.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Defendant and this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds $75,000.00 exclusive of interest and costs, and because there is complete diversity of citizenship between Plaintiff and Defendant.

7. This court has personal jurisdiction over this Defendant because Defendant maintains significant contacts with this judicial district by virtue of conducting business within the district.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391. Plaintiff resides in this district. Furthermore, Defendant marketed, advertised, and distributed Viagra in this District. In addition, Defendant received substantial compensation and profits from the sale of Viagra in this District and made material omissions and misrepresentations and breached warranties in this District.

FACTUAL BACKGROUND

DEFENDANT AND VIAGRA

9. On March 27, 1998, the U.S. Food and Drug Administration ("FDA") approved a new drug application ("NDA") from Defendant for the manufacture and sale of sildenafil citrate.

10. Sildenafil citrate, sold under the brand name Viagra, is an oral tablet prescribed to men with erectile dysfunction.

11. Viagra is part of the class of drugs called "Phosphodiesterase 5A Inhibitors" ("PDE5"), and is designed to prevent the destruction of Guanosine Monophosphate ("cGMP") to allow smooth muscle relaxation and inflow of blood into the penis, helping to create an erection.

12. The National Institutes of Health estimates that erectile dysfunction affects as many as thirty million men in the United States.[1]

13. Since Viagra's FDA approval in 1998, Defendant has engaged in a continuous, expensive and aggressive advertising campaign to market Viagra to men worldwide as a symbol of regaining and enhancing one's virility.

14. Defendant has engaged in increasingly aggressive marketing techniques and strategies to promote the use of Viagra in the face of increasing pharmaceutical competition. By means of demonstration, a 2004 article in The Chicago Tribune cited industry reports stating that Defendant spent "tens of millions of dollars each month on direct-to-consumer advertising [ ]."[2]

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[1] NIH Consensus Development Panel on Impotence (July 7, 1993).

[2] Bruce Japsen, Viagra's 2 Rivals Grab Market Share In A Year, CHICAGO TRIBUNE, Sept. 23, 2004, available at http://articles.chicagotribune.com/2004-09-23/business/0409230283_1_viagra-erectile-levitra.

15. Defendant has also been criticized by regulators, physicians and consumer groups for its attempts to target younger men in their advertising. Doctors and federal regulators stated that "such ads sen[t] a confusing message to patients who might really benefit from the drug."[3]

16. In its 2013 Annual Report, Defendant stated that it accumulated revenue exceeding $1,800,000,000 from worldwide sales of Viagra.

17. Viagra holds approximately 45% of the U.S. market share for erectile dysfunction medications.[4]

18. Defendant estimates that Viagra has been prescribed to more than 35 million men worldwide.[5] In 2012 alone, physicians wrote approximately eight million prescriptions for Viagra.[6]

19. At all times material hereto, Defendant was engaged in the business of designing, developing, manufacturing, testing, packaging, promoting, marketing, distributing, labeling, and/or selling Viagra throughout the United States including in the state of Minnesota.

20. Defendant is, and was at all relevant times, authorized to conduct business in the state of Minnesota.

21. At all relevant times, Defendant has sold, distributed and marketed Viagra in Minnesota for use in the treatment of male impotence/erectile dysfunction.

22. At all times relevant to this lawsuit, Defendant engaged in the business of researching, licensing, designing, formulating, compounding, testing, manufacturing, producing, processing, assembling, inspecting, distributing, marketing, labeling, promoting, packaging

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[3] Bruce Japsen, Toned-Down Advertising Credited for Viagra Gains, CHICAGO TRIBUNE, Feb. 8, 2007, available at http://articles.chicagotribune.com/2007-02-08/business/0702080063_1_viagra-erectile-Defendant-spokesman.

[4] Jacque Wilson, Viagra: The Little Blue Pill That Could, CNN, Mar. 27, 2013, available at http://www.cnn.com/2013/03/27/health/viagra-anniversary-timeline/index.html.

[5] Hilary Stout, Viagra: The Thrill That Was, N.Y. Times, June 5, 2011, available at http://www.nytimes.com/2011/06/05/fashion/viagra-the-thrill-that-was-cultural-studies.html?_r=0.

[6] Jacque Wilson, Viagra: The Little Blue Pill That Could, CNN, Mar. 27, 2013, available at http://www.cnn.com/2013/03/27/health/viagra-anniversary-timeline/index.html.

and/or advertising for sale or selling the prescription drug Viagra for use among the general public.

23. For the duration of these efforts, Defendant directed its advertising efforts to consumers located across the nation, including consumers in Minnesota. These advertising efforts have resulted in sales of Viagra across Minnesota.

24. Defendant expected, or should have expected, that its actions could or would have consequences in the State of Minnesota.

VIAGRA'S LINK TO MELANOMA

25. Unbeknownst to most Viagra users, and not mentioned in the advertising from Defendant, recent studies have shown that the cellular activity providing the mechanism of action for Viagra may also cause the development and/or exacerbation of melanoma.

26. Several studies have linked the mechanism of action for Viagra to cell mutation cultivating melanomagenesis, or the creation of melanocytes which develop into melanoma.

27. On April 7, 2014, a study ("the JAMA study") was published on the website for the Journal of the American Medical Association Internal Medicine which, in light of the previous studies, sought to examine the direct relationship between sildenafil use and melanoma development in men in the United States.[7] The JAMA study was published in the journal's June 2014 edition.

28. Among 25,848 participants, the JAMA study reported that recent sildenafil users had a significantly elevated risk of invasive melanoma, with a "hazard ratio" of 1.84; in other words, the study participants who had recently used sildenafil exhibited an 84% increase in risk of developing or encouraging invasive melanoma. The study also found that if men had ever

[7] Wen-Qing Li, Abrar A. Qureshi, Kathleen C. Robinson, & Jiali Han, Sidenafil Use and Increased Risk of Incident Melanoma in U.S. Men: A Prospective Cohort Study, 174 JAMA INTERNAL MEDICINE 964 (2014).

used Viagra, they had double the risk of developing melanoma compared to those who never used the drug.

29. Despite these significant findings, Defendant has made no efforts in its Viagra advertisements to warn users about the potential risk of developing melanoma that has been scientifically linked to its drug.

30. At all times mentioned, Defendant's officers and directors participated in, authorized, and directed the production and aggressive promotion of Viagra when they knew, or with the exercise of reasonable care should have known, of the risk of developing melanoma associated with Viagra use. In doing so, these officers and directors actively participated in the tortious conduct which resulted in the injuries suffered by many Viagra users, including Plaintiff's decedent.

31. Defendant purposefully downplayed, understated and ignored the melanoma-related health hazards and risks associated with using Viagra. Defendant also deceived potential Viagra users by relaying positive information through the press, including testimonials from retired, popular U.S. politicians, while downplaying known adverse and serious health effects.

32. Defendant concealed material information related to melanoma development from potential Viagra users.

33. In particular, in the warnings the company includes in its commercials, online and print advertisements, Defendant fails to mention any potential risk for melanoma development and/or exacerbation associated with Viagra use.

34. As a result of Defendant's advertising and marketing, and representations about its product, men in the United States pervasively seek out prescriptions for Viagra. If John Wood, Jr. had known the risks and dangers associated with taking Viagra, John Wood, Jr. would

have elected not to take Viagra and, consequently, would not have experienced its serious side effects.

PLAINTIFF'S DECEDENT, JOHN W. WOOD, Jr.

35. John Wood, Jr. was born on July 31, 1946 and died on April 19, 2012. At all times relevant to this action, he was an adult resident and citizen of the State of Minnesota.

36. John Wood, Jr. began treatment for erectile dysfunction in 1998, when his physician recommended that he begin taking Viagra.

37. John Wood, Jr. continued to fill his Viagra prescriptions and take the drug regularly for several years, before he switched to the drug Cialis.

38. On January 16, 2009, Mr. Wood was diagnosed with "At Least IV" Malignant Melanoma.

39. On April 19, 2012, Mr. Wood passed away. On his death certificate the cause of death was Metastatic Melanoma.

40. Had Defendant properly disclosed the melanoma-related risks associated with Viagra, John Wood, Jr. would have avoided the risk of developing melanoma by not using Viagra at all, severely limiting the dosage and length of its use, and more closely monitoring the degree to which the Viagra was adversely affecting his health.

41. As a direct and proximate result of Defendant's negligence and wrongful conduct, and the unreasonably dangerous and defective characteristics of the drug Viagra, John Wood, Jr. developed Metastatic Melanoma and passed away.

42. As a result, Plaintiff seeks actual and punitive damages from Defendant on behalf of John Wood, Jr., and also seeks damages as an individual for loss of consortium and for such other damages as to which she, the estate, and the decedent's heirs may be entitled by law.

CAUSES OF ACTION

COUNT I: NEGLIGENCE

43. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

44. At all times relevant hereto, Defendant had a duty to individuals, including Plaintiff, to exercise reasonable and ordinary care and properly manufacture, design, formulate, compound, test, produce, process, assemble, inspect, research, distribute, market, label, package, distribute, prepare for use, sell, prescribe and adequately warn of the risks and dangers associated with the use of Viagra.

45. At all times relevant hereto, Defendant manufactured, designed, formulated, distributed, compounded, produced, processed, assembled, inspected, distributed, marketed, labeled, packaged, prepared for use and sold Viagra while disregarding the fact that the foreseeable harm presented by the drug greatly outweighed the benefits it provided to users like Mr. Wood.

46. At all times relevant hereto, Defendant failed to adequately test for and warn of the risks and dangers associated with the use of Viagra.

47. Defendant breached its duty of care and was negligent as described herein in the design, manufacture, labeling, warning, instruction, training, selling, marketing and distribution of Viagra in one or more of the following respects:

a. Failing to design Viagra so as to avoid an unreasonable risk of harm to individuals who ingested Viagra, including Mr. Wood;

b. Failing to manufacture Viagra so as to avoid an unreasonable risk of harm to individuals who ingested Viagra, including Mr. Wood;

c. Failing to use reasonable care in the testing of Viagra so as to avoid an unreasonable risk of harm to individuals who ingested Viagra, including Mr. Wood;

d. Failing to use reasonable care in inspecting Viagra so as to avoid unreasonable risk of harm to individuals who ingested Viagra, including Mr. Wood;

e. Failing to use reasonable care in training its employees and health care providers related to the use of Viagra so as to avoid unreasonable risk of harm to individuals who ingested Viagra, including Mr. Wood;

f. Failing to use reasonable care in instructing and/or warning health care providers, the FDA, and the public as set forth herein of risks associated with Viagra, especially the risk of developing melanoma, so as to avoid unreasonable risks of harm to individuals who ingested Viagra, including Plaintiff;

g. Failing to use reasonable care in marketing and promoting Viagra, so as to avoid unreasonable risk of harm to individuals who ingested Viagra, including Plaintiff; and

h. Otherwise negligently or carelessly designing, manufacturing, marketing, distributing, warning, labeling studying, testing, or selling Viagra.

48. Defendant further breached its duty of care and was negligent by failing to conduct post-market vigilance or surveillance and by:

a. Failing to monitor or act on findings in the scientific and medical literature regarding individuals who developed melanoma after ingesting or while ingesting Viagra; and

b. Failing to monitor or investigate and evaluate reports in the FDA adverse event databases for their potential significance for use of Viagra, including the incidence and development of melanoma during or after ingestion of Viagra.

49. Despite the fact that Pfizer, Inc. knew or should have known that Viagra caused unreasonably dangerous side effects, Defendant continued to aggressively market Viagra to consumers, including John Wood, Jr., when there were safer alternative methods of treating erectile dysfunction than taking Viagra.

50. Defendant knew or should have known that consumers such as John Wood, Jr. would foreseeably suffer injury as a result of the company's failure to exercise ordinary care while developing, marketing, and/or selling Viagra.

51. Defendant's negligence proximately caused the injuries, harm and economic loss which Plaintiff, and Plaintiff's decedent, has and will continue to suffer.

COUNT II: STRICT LIABILITY

52. Plaintiff restates each and every preceding allegation of this Complaint and incorporate each by reference as though set forth in full herein.

53. Viagra was designed, manufactured, marketed, promoted, sold and introduced into the stream of interstate commerce by Defendant, including in the State of Minnesota.

54. Viagra and its warnings and instructions were defective and unreasonably dangerous to the user or consumer.

55. The nature and magnitude of the risk of harm associated with the design of Viagra, particularly the risk of developing and/or exacerbating the spread of cancerous cells in the product's user, is significant in light of the drug's intended and reasonably foreseeable use.

56. Specifically, the ingestion of Viagra significantly increases the user's risk of developing melanoma and/or exacerbating cancer-related conditions already present in the user's cellular composition.

57. In developing, marketing, and selling Viagra, it was both technically and economically feasible for Defendant to develop an alternative design which would either eliminate or substantially reduce the significant risk of developing melanoma presented by the drug's current design.

58. It was both technologically and economically feasible for Defendant to develop an alternative product which was safer in light of its intended or reasonably foreseeable use.

59. Users like Mr. Wood were not aware of the risks associated with Viagra through warnings, general knowledge or other sources of information provided to them by Defendant, but Defendant knew or should have known of the melanoma-related risks associated with Viagra which were present even when the drug was used as instructed.

60. Viagra and its warnings, instructions, and packaging were expected to and did reach Mr. Wood and his physician without substantial change in the condition in which Viagra was sold.

61. Mr. Wood used Viagra in substantially the same condition it was in when it left the control of Defendant. If any changes or modifications were made to the product after it left the custody and control of Defendant, such changes or modifications were foreseeable by Defendant.

62. Neither Mr. Wood nor his healthcare providers misused or materially altered the Viagra prior to his use of the product.

63. The defective condition of Viagra includes, but is not limited to, defects as follows:

a. Improper instructions and warnings regarding the use of Viagra and its risks and benefits;

b. Failure to adequately and properly warn of the increased risk of developing melanoma with recent Viagra use;

c. Failure to adequately and properly warn of the increased risk of developing melanoma with every Viagra use;

d. Failure to provide any information regarding the link between Viagra use and increased risk of melanoma anywhere in the product literature or information provided to Mr. Wood or his healthcare providers;

e. Failure to adequately and properly warn of the increased risk of permanent injury associated with melanoma with Viagra use;

f. Failure to adequately and properly warn of the increased risk of death due to melanoma with Viagra use;

g. Failure to provide any information regarding the lack of testing regarding the link between Viagra use and increased risk of melanoma;

h. Failure to provide information regarding the risks and benefits of using or prescribing Viagra for erectile dysfunction given the increased risk of melanoma, permanent injury and death;

i. Design and/or manufacture of Viagra by using improper ingredients;

j. Design and/or manufacture of Viagra by using incompatible ingredients;

k. Failure to recall Viagra upon learning that its design features, warnings and/or instructions rendered Viagra unsafe to users;

l. Failure to take reasonable and necessary steps to design, test, and/or manufacture Viagra;

m. Selection and/or use of ingredients and/or other components not for their intended use;

n. Failure to adequately and properly test Viagra and/or all of its ingredients; and

o. Other defects as may be learned through discovery.

64. Due to the defects described herein, Viagra is inherently dangerous and defective, unfit and unsafe for its intended and reasonably foreseeable uses, and does not meet or perform to the expectations of patients and their health care providers.

65. The melanoma-related risks associated with Viagra rendered Viagra unreasonably dangerous or far more dangerous than a reasonably prudent consumer or healthcare provider would expect when such a product was used in an intended and/or foreseeable manner.

66. As Defendant chose to distribute Viagra without adequate warnings as to the product's dangers and defects, Defendant's conduct shows a reckless disregard for the safety of individuals ingesting Viagra, such as John Wood, Jr..

67. Viagra creates risks to the health and safety of the patients that are far more significant and devastating than the risks posed by other products and procedures available to treat the corresponding medical conditions, and which far outweigh the utility of Viagra.

68. Defendant has intentionally and recklessly manufactured Viagra with wanton and willful disregard for the rights and health of Mr. Wood and others, and with malice, placing their economic interests above the health and safety of Mr. Wood and others.

69. One or more of Viagra's defective conditions played a substantial role in causing John Wood, Jr.'s injuries.

70. As a direct and proximate result of one or more of Defendant's wrongful acts or omissions, Plaintiff and John Wood, Jr. suffered serious injury, harm, damages, economic and non-economic loss

COUNT III: BREACH OF IMPLIED WARRANTY

71. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

72. John Wood, Jr. used Viagra in substantially the same condition it was in when it left the control of Defendant. If any changes or modifications were made to the product after it left the custody and control of Defendant, such changes or modifications were foreseeable by Defendant.

73. Prior to the time that Plaintiff's decedent used Viagra; Defendant implicitly warranted to John Wood, Jr. and his healthcare providers that Viagra was of merchantable quality, safe to use, and fit for the use for which it was intended.

74. John Wood, Jr. was unskilled in the research, design and manufacture of erectile dysfunction medications, and therefore reasonably relied entirely on the skill, judgment and implied warranty of Defendant in deciding to use Viagra.

75. Viagra was neither safe for its intended use nor of merchantable quality, as had been implicitly warranted by Defendant, in that Viagra has dangerous propensities when used as intended and will cause severe injuries to users.

76. Specifically, the ingestion of Viagra significantly increases the user's risk of developing melanoma and/or exacerbating cancer-related conditions already present in the user's cellular composition.

77. At all relevant times. Defendant intended that Viagra be used for the purposes and

in the manner that Plaintiff's decedent or his physicians in fact used and Defendant impliedly warranted each product to be of merchantable quality, safe and fit for such use, even though it was not adequately tested.

78. Defendant was aware that consumers, including Plaintiff's decedent or his physicians, would prescribe Viagra in the manner directed by the instructions for use; which is to say that John Wood, Jr. was a foreseeable user of Viagra.

79. Plaintiff's decedent and/or his physicians were at all relevant times in privity with Defendant.

80. Viagra was expected to reach and did in fact reach consumers, including Plaintiff's decedent or his physicians, without substantial change in the condition in which it was manufactured and sold by Defendant.

81. Defendant breached various implied warranties with respect to Viagra, including, but not limited to, the following particulars:

a. Defendant represented through its labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that Viagra was safe and fraudulently withheld and concealed information about the substantial risks of melanoma and potential death associated with using Viagra; and

b. Defendant represented that Viagra was safe, and/or safer than other alternative treatment and that complications were rare, and fraudulently concealed information, which demonstrated that Viagra was not as safe, or safer than, alternatives available on the market.

82. In reliance upon Defendant's implied warranty, Plaintiff's decedent used Viagra as prescribed and in the foreseeable manner normally intended, recommended, promoted and marketed by Defendant.

83. As a direct and proximate result of the breach of warranty committed by Defendant, John Wood, Jr. suffered serious injury, harm, damages, economic and non-economic loss, and ultimately death and the Plaintiff, as an individual, suffered damages including both economic and non-economic losses, including but not limited to obligations to pay for medical services, funeral and other expenses, other damages, and loss of consortium.

COUNT IV: BREACH OF EXPRESS WARRANTY

84. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

85. At all relevant times, Defendant intended that Viagra be used in the manner that Plaintiff's decedent in fact used it and Defendant expressly warranted that Viagra was safe and fit for use by consumers, that Viagra was of merchantable quality, that its side effects were minimal and comparable to other erectile dysfunction treatments, and that it was adequately tested and fit for their intended use.

86. At all relevant times, Defendant expressly represented and warranted to Plaintiff's decedent and his healthcare providers, by and through statements made by Defendant or their authorized agents or sales representatives, orally and in publications, package inserts and other written materials intended for physicians, medical patients and the general public, that Viagra is safe, effective, and proper for its intended use.

87. At all relevant times, Defendant was aware that consumers, including Plaintiff's decedent would use Viagra; in other words, Plaintiff's decedent was a foreseeable user of Viagra.

88. Plaintiff's decedent and/or his prescribing physicians were at all relevant times in privity with Defendant.

89. Viagra was expected to reach and did in fact reach consumers, including Plaintiff's decedent and his physicians, without substantial change in the condition in which it was manufactured and sold by Defendant.

90. Defendant breached various express warranties with respect to Viagra including the following particulars:

a. Defendant represented to John Wood, Jr. and his physicians and healthcare providers through its labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that Viagra was safe and fraudulently withheld and concealed information about the substantial risks of melanoma and/or death associated with using Viagra; and

b. Defendant represented to John Wood, Jr. and his physicians and healthcare providers that Viagra was as safe and fraudulently concealed information, which demonstrated that Viagra was not safer than alternatives available on the market,

91. The warranties expressly made by Defendant through its marketing and labeling were false in that Viagra is unsafe and unfit for its intended use.

92. Mr. Wood relied on the skill, judgment, representations, and express warranties of Defendant in deciding to purchase and use Viagra.

93. In reliance upon Defendant's express warranties, John Wood, Jr. used Viagra as prescribed and directed, and therefore, in the foreseeable manner normally intended, recommended, promoted, and marketed by Defendant.

94. At the time of making such express warranties, Defendant knew or should have known that Viagra does not conform to these express representations because Viagra was not safe and had numerous serious side effects that Defendant did not accurately warn about, thus making Viagra unreasonably unsafe for its intended purpose.

95. Members of the medical community, including physicians and other healthcare professionals, as well as John Wood, Jr. and the general public relied upon the representations and warranties of Defendant in connection with the use recommendation, description, and/or dispensing of Viagra.

96. Defendant breached its express warranties to Plaintiff in that Viagra was not of merchantable quality, safe and fit for its intended uses, nor was it adequately tested.

97. As a direct and proximate result of the breach of express warranty by Defendant, Plaintiff and Plaintiff's decedent suffered serious injury, harm, damages, and economic and non-economic loss.

COUNT V: NEGLIGENT MISREPRESENTATION

98. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

99. From the time the company first marketed and distributed Viagra until the present, Defendant made representations to John Wood, Jr., his healthcare providers, and the general public that Viagra was safe and fit for human consumption.

100. Defendant made representations regarding the safety of consuming Viagra without any reasonable ground for believing such representations to be true.

101. Representations concerning Viagra's safety and fitness for human consumption were made directly by Defendant or its sales representatives and other authorized agents, and in

publications and other written materials directed to physicians, medical patients and the public, with the intention of promotion of prescribing, purchasing and using of Viagra.

102. The representations by Defendant were false, in that Viagra is not safe or fit for human consumption; using Viagra is hazardous to health; and Viagra has a propensity to cause serious injuries, including those suffered by Plaintiff's decedent, to its users.

103. John Wood, Jr. relied on the misrepresentations made by Defendant in purchasing and using Viagra.

104. John Wood, Jr.'s reliance on Defendant's misrepresentations was justified because such misrepresentations were made by entities that were in a position to know of and disclose any potentially harmful information concerning the use of Viagra.

105. If John Wood, Jr. had known of the information concealed by Defendant regarding the melanoma-related risks posed by Viagra, Mr. Wood would not have purchased and subsequently used Viagra.

106. As a direct and proximate result of Defendant's misrepresentations, Plaintiff and Plaintiff's decedent suffered serious injury, harm, damages, economic and non-economic loss, and ultimately death; and the Plaintiff, as an individual, suffered damages including both economic and non-economic losses, including but not limited to obligations to pay for medical services, funeral and other expenses, other damages, and loss of consortium.

COUNT VI: FRAUDULENT CONCEALMENT

107. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

108. Defendant fraudulently withheld and concealed information about the substantial risks of using Viagra by representing through Viagra's labeling, advertising, marketing materials,

detail persons, sales representatives, seminar presentations, publications, notice letters, and regulatory submissions that Viagra was safe.

109. Defendant fraudulently concealed information which demonstrated that Viagra was not safer than other erectile dysfunction treatments available on the market, and instead represented that Viagra was safer than other alternative medications.

110. Defendant had access to material facts and information concerning the unreasonable risk of developing and/or exacerbating the spread of cancerous cells posed by using Viagra.

111. The concealment of information by Defendant about the risks posed by Viagra use was intentional and conducted with awareness that the company's actual representations were false.

112. Defendant's concealment of the risks associated with using Viagra and dissemination of untrue information to the contrary was conducted with the intent that healthcare providers would prescribe, and patients would subsequently purchase and use, Viagra.

113. John Wood, Jr. and his healthcare providers relied upon Defendant's misrepresentations and were unaware of the substantial risk of Viagra which Defendant concealed from the public.

114. In relying on Defendant's misrepresentations, and unaware of Defendant's concealment of information regarding the risk posed by Viagra, John Wood, Jr. purchased and used Viagra.

115. John Wood, Jr. would not have purchased or used Viagra if he had been aware of the fact of Defendant's concealment of harmful information and/or dissemination of misrepresentations that Viagra was safe and fit for human consumption.

116. As a result of the foregoing fraudulent concealment by Defendant, John Wood, Jr. suffered serious injury, harm, damages, economic and non-economic loss, and ultimately death; and the Plaintiff, as an individual, suffered damages including both economic and non-economic losses, including but not limited to obligations to pay for medical services, funeral and other expenses, other damages, and loss of consortium.

COUNT VII: LOSS OF CONSORTIUM

117. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

118. At all relevant times hereto, Plaintiff Juliene Wood was spouse of decedent, John Wood, Jr..

119. For the reasons set forth herein, Plaintiff has necessarily paid and has become liable to pay for medical aid, treatment, monitoring, medications, and other expenditures as a proximate result of Defendant's misconduct.

120. For the reasons set forth herein, Plaintiff has suffered and will continue to suffer the loss of her loved one's support, companionship, services, society, love and affection.

121. Plaintiff suffered great emotional pain and mental anguish.

122. As a direct and proximate result of Defendant's wrongful conduct, Plaintiff sustained and will continue to sustain severe emotional distress, economic losses and other damages-for which she is entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial. Defendants are liable to Plaintiff, Juliene Wood, for all general, special and equitable relief to which they are entitled by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendant both individually, and on behalf of her decedent, as follows:

1. For compensatory damages requested and according to proof;
2. For all applicable statutory damages of the state whose laws will govern this action;
3. For an award of attorneys' fees and costs;
4. For prejudgment interest and costs of suit;
5. For restitution and disgorgement of profits; and,
6. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all counts and as to all issues.

Dated: April 17, 2015 ZIMMERMAN REED, P.L.L.P.

s/ J. Gordon Rudd, Jr.
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ATTORNEYS FOR PLAINTIFF

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Juliene J. Wood,
as Trustee for the heirs
and next of kin of
John W. Wood, Jr.

(b) County of Residence of First Listed Plaintiff Hennepin
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
J. Gordon Rudd, Jr.
Zimmerman Reed P.L.L.P.
1100 IDS Center, 80 South 8th St.
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(612)3410400

DEFENDANTS
Pfizer, Inc.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities Employment
- ☐ 446 Amer. w/Disabilities Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. 1332

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $ 75,000+

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:

JUDGE DOCKET NUMBER

DATE
04/17/2015

SIGNATURE OF ATTORNEY OF RECORD
s/ J. Gordon Rudd, Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.