

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

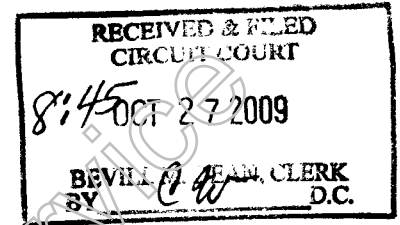
ROBERT G. LEONARD, JR.

Plaintiff,

v.

Case No. CL09-4840-8

WAL-MART STORES EAST, INC.  
t/a WAL-MART



Serve: CT Corporation System, Registered Agent  
4701 Cox Road, Suite 301  
Virginia Beach, VA23060-6802  
*Glen Allen*

and

TEVA PHARMACEUTICALS USA, INC.

Serve: Corporate Creations Network, Inc, Registered Agent  
4445 Corporation Lane, 2<sup>nd</sup> Floor  
Virginia Beach, VA 23462

Defendants

COMPLAINT

The undersigned demands judgment against the above named defendants on grounds of product liability and medical malpractice on grounds more particularly stated as follows:

GENERAL FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

1. The Plaintiff, Robert G. Leonard, sustained ischemic injury and permanent damage to the penis, including loss of erectile function after ingesting a prescription drug sold by the defendants.

2. Teva Pharmaceuticals USA, Inc. (referred to hereafter as "Teva"), a Delaware Corporation with its principal place of business at 1090 Horsham Road, North

Filed in the Clerk's Office 27 October 09  
Wife Tax \$ 25.00  
Fees - 150.00 / 5.00  
C.A.S. 9.00  
C.H.S. 2.00 / 1.00  
Lab Fee 2.00 / 10.00  
Sharon Hee 24.00  
Served - 228.00 Catherine White

Wales, PA, 194-54-1090, is a wholly-owned subsidiary of Teva Pharmaceutical Industries Ltd., a corporation organized under the laws of Israel, a global pharmaceutical company specializing in the development, production and marketing of generic and proprietary branded pharmaceuticals and active pharmaceutical ingredients.

3. Teva is a commercial seller of Trazodone Hydrochloride ("Trazodone"), an anti-depressant drug.

4. At all relevant times, the Defendant Wal-Mart Stores East, Inc. ("Wal-Mart") operated the Wal-Mart Pharmacy located at 2400 North Franklin Street, Christiansburg, VA 24073.

5. By its operation of the said pharmacy, the defendant Wal-Mart, was at all relevant times a licensed health care provider as the term is used in Va. Code 8.01-581.1.

6. Robert G. Leonard was at all relevant times a patient of Wal-Mart, as the term "patient" is provided in Va. Code 8.01-581.1.

7. On or about August 20, 2008, Mr. Leonard was prescribed Trazodone by his family doctor, Reed R. Lambert, M.D.

8. At the time that Dr. Lambert prescribed Trazodone, the doctor did not inform Mr. Leonard of risk of priapism associated with this drug.

9. "Priapism" is a persistent erection that lasts more than four hours and occurs without sexual stimulation. The condition develops when blood in the penis becomes trapped and unable to drain. If the condition is not treated immediately, it can lead to scarring and permanent erectile dysfunction.

10. Priapism is a known risk associated with Trazodone.
11. The risk of priapism posed by Trazodone is as great or greater than the priapism risks posed by Viagra, a well-known treatment for erectile dysfunction.
12. Mr. Leonard's Trazodone prescription was filled on or about August 20, 2008 by a licensed pharmacist employed by Wal-Mart.
13. The pharmacist who dispensed the Trazodone prescription to Mr. Leonard was at all relevant times acting within the scope of his or her employment with Wal-Mart.
14. Neither the pharmacist nor the Wal-Mart pharmacy warned Mr. Leonard about the risk of priapism.
15. On or about December 28, 2008, Mr. Leonard ingested a single dose of the Trazodone that he obtained from the Wal-Mart pharmacy.
16. Thereafter, on or about December 29, 2008, Mr. Leonard awoke with an erection that would not subside. Unbeknownst to Mr. Leonard at the time, he was suffering a priapism and required immediate medical attention.
17. The etiology of the priapism was the Trazodone ingested by Mr. Leonard.
18. On or about December 30, 2008, Mr. Leonard was evaluated by his family doctor and was referred for emergency medical treatment.
19. By the time Mr. Leonard was advised by his doctor on December 30, 2008 to seek emergency treatment, it was too late to prevent permanent injury.
20. Thereafter, Mr. Leonard was treated by a urologist who performed a surgical "Winters" shunt procedure to relieve the erection.
21. As a direct result of the priapism sustained by Mr. Leonard, he has

suffered permanent ischemic injury to the penis and permanent loss of erectile function. He has incurred related medical expenses and can reasonably expected to incur such expenses in the future; he has suffered great humiliation, mental anguish, inconvenience, as well as pain and suffering.

COUNT I - BREACH OF IMPLIED WARRANTY AS TO TEVA

Plaintiff incorporates herein by reference the previous paragraphs of this Complaint and further states that:

22. Teva was a commercial seller of the Trazodone ingested by Mr. Leonard.
23. Teva was the manufacturer of the Trazodone ingested by Mr. Leonard.
24. Teva owed a duty of implied warranty of merchantability, pursuant to Va. Code 8.2-314.
25. The Trazodone was unreasonably dangerous for the use to which it would ordinarily be put.
26. The Trazodone was unreasonably dangerous for its ordinary use and for uses reasonably foreseeable.
27. The dangerous properties of the Trazodone existed when the drug left the hands of Teva.
28. The Trazodone lacked adequate warnings.
29. Teva published insufficient warnings such as to put prescribing physicians on notice that patients should be warned about priapism and the associated risks.
30. As a direct and proximate result thereof, Mr. Leonard sustained the damages described herein.

COUNT II - BREACH OF IMPLIED WARRANTY AS TO WAL-MART

The Plaintiff incorporates herein by reference the previous paragraphs of this Complaint and further states that:

31. Wal-Mart was a commercial seller of the Trazodone ingested by Mr. Leonard.

32. Wal-Mart owed a duty of implied warranty of merchantability, pursuant to Va. Code 8.2-314.

33. The Trazodone was unreasonably dangerous for its ordinary use and for uses reasonably foreseeable.

34. The Trazodone was unreasonably dangerous for uses reasonably foreseeable.

35. The dangerous properties of the Trazodone existed when the drug left the hands of Wal-Mart.

36. The Trazodone lacked adequate warnings.

37. As a direct and proximate result thereof, Mr. Leonard sustained the damages described herein.

COUNT III - MEDICAL MALPRACTICE AS TO WAL-MART

Plaintiff incorporates herein by reference the previous paragraphs of this Complaint and further states that:

38. Wal-Mart and its agents and employees owed plaintiff a duty to exercise the proper degree of care. Notwithstanding such duty, defendants were negligent in their treatment of plaintiff and breached the standard of care existing in this Commonwealth, and this breach was a proximate cause of the injuries complained-of.

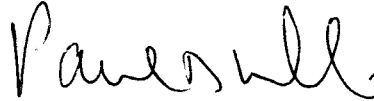
39. Specifically, Wal-Mart was negligent for failure to give Mr. Leonard a warning to advise him of the risk of priapism and proper course of action.

40. Wal-Mart's breach of the standard of care was a proximate cause of the injuries sustained by Mr. Leonard.

41. Va. Code 8.01-20.1 has been complied with. A copy of a signed certification of expert whom the undersigned believes would qualify in court as an expert regarding the standard of care is attached hereto as "Exhibit A."

Wherefore, the undersigned demands judgment against the defendants, jointly and severally, in the amount of Seventeen Million Five Hundred Thousand Dollars (\$17.5 million), plus interest from December 30, 2008, plus costs. A trial by jury is demanded.

ROBERT G. LEONARD



By: Paul D. Merullo, Attorney for the Plaintiff

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