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BOBAK SOHRABIAN and MOJGAN HOMAIE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BABAK SOHRABIAN and MOJGAN HOMAIE, Individually and as Successors in Interest to KAMERON SOHRABIAN, deceased;

Plaintiffs,

vs.

BYRAM HEALTHCARE CENTERS, INC., a Corporation; STERICARE SOLUTIONS, a Corporation; NURSE ASSIST, LLC, a Limited Liability Company; CITY OF HOPE, a Corporation; NICOLE KARRAS, M.D., an individual; LISA GUTIERREZ, N.P., an individual; and DOES 1 through 50, inclusive,

Defendant(s).

30-2024-01438075-CU-PL-CJC

COMPLAINT FOR DAMAGES:

1) STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT;
2) STRICT PRODUCTS LIABILITY – FAILURE TO WARN;
3) NEGLIGENCE;
4) NEGLIGENCE – MEDICAL MALPRACTICE;
5) BREACH OF IMPLIED WARRANTY; AND
6) WRONGFUL DEATH

****DEMAND FOR JURY TRIAL****

[DAMAGES EXCEED $25,000]

Assigned for All Purposes

Judge Andre De La Cruz

COME NOW, Plaintiffs, BOBAK SOHRABIAN, an individual, and MOJGAN HOMAIE, an individual, for Causes of Action against Defendants, BYRAM HEALTHCARE CENTERS, INC., a Corporation, STERICARE SOLUTIONS, a corporation, NURSE ASSIST LLC, a Limited Liability Company; CITY OF HOPE, a Corporation, NICOLE KARRAS, M.D., an individual,

LISA GUTIERREZ, N.P., an individual, and DOES 1 through 50, inclusive, and each of them, as follows:

INTRODUCTION

1. This case arises out of NURSE ASSIST LLC's (hereinafter "NURSE ASSIST") recalled 0.9% sodium chloride saline solution (hereinafter "SOLUTION"). NURSE ASSIST manufactured SOLUTION and sold SOLUTION to various brands, including STERICARE SOLUTIONS (hereinafter "STERICARE"). STERICARE distributed its products to various medical supply companies, including BYRAM HEALTHCARE CENTERS, INC. (hereinafter "BYRAM"). NURSE ASSIST's issued recall resulted from NURSE ASSIST, STERICARE, and BYRAM designing, developing, manufacturing, testing, packaging, promoting, marketing, advertising, distributing, labeling, and selling SOLUTION, a sodium chloride solution that contained a deadly bacterial contamination.

2. The claims set forth herein arise from Plaintiffs, BOBAK SOHRABIAN and MOJGAN HOMAIE's (hereinafter, collectively "PLAINTIFFS") son KAMERON SOHRABIAN's (hereinafter "DECEDENT") wrongful death as a result of a bacterial contamination found in a .9% sodium chloride solution.

3. For about two years prior to his death, DECEDENT suffered from lymphedema—a condition which caused him to gain wounds and infections around his legs. On or around September of 2023, DECEDENT visited CITY OF HOPE, a hospital, in Duarte, California. Nurse Practitioner LISA GUTIERREZ (hereinafter "LISA GUTIERREZ") working under NICOLE KARRAS, M.D. (hereinafter "NICOLE KARRAS") at CITY OF HOPE, prescribed four bottles of 0.9% sodium chloride saline solution (bacterial contamination solution hereinafter "SOLUTION") to DECEDENT to clean his wounds and infections.

4. On or around September 29, 2023, BYRAM HEALTHCARE CENTERS, INC. (hereinafter "BYRAM"), a medical supply company, supplied DECEDENT with four bottles of the SOLUTION. NURSE ASSIST, LLC (hereinafter "NURSE ASSIST") manufactured the SOLUTION. Thereafter, NURSE sold SOLUTION to STERICARE SOLUTIONS (hereinafter "STERICARE").

5. After using one of the four bottles, DECEDENT began suffering from horrible side effects. These side effects included extreme pain, abnormal swelling throughout his entire body, a change in skin color to a purple or blue tint, and pain on his wounds and infections that were not getting better. On or around November 12, 2023, DECEDENT's pain became intolerable. PLAINTIFFS called 911 and DECEDENT was transported to his local hospital, Hoag Hospital in Newport Beach. After arriving at the hospital, DECEDENT went into septic shock and cardiac arrest. There, DECEDENT passed away. DECEDENT was only twenty-six years old.

6. On or around December 7, 2023, a few days shy of one month following DECEDENT'S death, BYRAM sent a recall letter to PLAINTIFFS and DECEDENT. In this letter, BYRAM stated that specific lots of sodium chloride, including the bottles of SOLUTION that they supplied to DECEDENT, were subject to an "Urgent Medical Device Recall." This recall letter specified that this urgent medical device recall included 0.9% sodium chloride irrigation USP, 250 mL bottles, part number 6270, catalog number NA6270. This catalog number included the four SOLUTION bottles that BYRAM supplied PLAINTIFF with just about two months prior.

7. PLAINTIFFS later learned that on or around November 6, 2023, about one month prior to BYRAM notifying PLAINTIFFS, NURSE ASSIST and the U.S. Food and Drug Administration (hereinafter "FDA") issued a voluntary recall on the FDA website. The voluntary recall listed lot numbers that contained the bacterial contamination. To be exact, the recalled product at issue is 0.9% sodium chloride irrigation USP, 250 mL bottle, part number 6270, catalog number NA6270, by the brand name "SteriCare" (hereinafter "SOLUTION").

8. NURSE ASSIST's company announcement highlighted the population most at risk is immunocompromised patients and "there is a possibility that use of the affected product could potential result in severe or life-threatening adverse events." The FDA's announcement stated they are warning consumers, healthcare providers, and healthcare facilities not to use the enlisted recalled products manufactured by NURSE ASSIST, including the SOLUTION supplied to PLAINTIFF. The FDA website explained they were receiving reports of adverse events associated with NURSE ASSIST products, including SOLUTION, because they were nonsterile and contaminated with bacteria. The announcement also stated that this bacterial contamination "could

cause serious or life-threatening infections, including bloodstream, urinary tract, open wound/soft tissue, and respiratory infections." The announcement continued by stating "Patients who are [..] critically ill, have weak immune systems (including newborn infants, pregnant women, and cancer patients) or have chronic diseases are particularly at risk of infection." Lastly, the FDA's announcement illustrated that NURSE ASSIST warned healthcare providers, including CITY OF HOPE, NICOLE KARRAS, and LISA GUTIERREZ, on or around the recall date of November 6, 2023.

9. The SOLUTIONS shipped to DECEDENT posed a lot number that NURSE ASSIST referenced in their recall announcement due to the bacterial contamination. PLAINTIFFS fought for years to ensure DECEDENT recovered and regained his health following his 2016 bone marrow transplant. However, due to this dangerous and defective SOLUTION, PLAINTIFFS lost their only son. PLAINTIFFS understand SOLUTION caused DECEDENT's death. DECEDENT leaves behind two devastated parents and a sister.

PARTIES

10. At all times relevant and mentioned herein, Plaintiffs BOBAK SOHRABIAN, an individual, and MOJGAN HOMAIE are, and at all times herein mentioned, are residents of the County of Orange, State of California. PLAINTIFFS are the parents of DECEDENT, Kameron Sohrabian.

11. Defendant, NURSE ASSIST ACQUISITION COMPANY, LLC is, and at all times mentioned herein, was a limited liability company, with its principal place of business in Haltom City, Texas. Defendant, NURST ASSIST LLC, a Texas Corporation, d/b/a NURSE ASSIST, INC., is the owner and operator of NURSE ASSIST HOLDINGS, LLC (collectively "NURSE ASSIST"), and is, and at all times mentioned herein, was a limited liability company, with its principal place of business located at 4409 Haltom Rd., Haltom City, Texas 76117. Defendant NURSE ASSIST engaged in the business of manufacturing, designing, distributing, selling, and/or licensing into interstate commerce, either directly or indirectly, through third parties or related entities, its product, including SOLUTION. At all relevant times, Defendant BYRAM conducted

regular or sustained business in California by engaging in substantial commerce and/or business activity in the County of Orange.

12. Defendant STERICARE SOLUTIONS is, and at all times mentioned herein was, a privately run organization, organized and existing under the laws of Texas, with its principal place of business in Haltom City, Texas. Defendant STERICARE consists of a team of experts in medical water products. Defendant STERICARE engaged in the business of branding and distributing sterile saline and water solutions, either directly or indirectly through third parties or related entities. Defendant STERICARE conducted regular business in California by selling and distributing its products in California and engaged in substantial commerce and business activity in Orange County.

13. Defendant BYRAM HEALTHCARE CENTERS is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business in White Plains, New York. Defendant BYRAM is and was engaged in the business of distributing, supplying, selling, marketing, and/or introducing into interstate commerce, either directly or indirectly, products, including the prescription SOLUTION. At all relevant times, Defendant BYRAM conducted regular and sustained business in California by selling and distributing its products in California and engaged in substantial commerce and business activity in Orange County.

14. Defendant, CITY OF HOPE is, and at all times mentioned herein was, a registered California Corporation with its principal place of business at 1500 East Duarte Road, Duarte, California 91010. CITY OF HOPE offers various medical services, including wellness and prevention programs, diagnostics, and medical and surgical procedures in Duarte, California.

15. Defendant, NICOLE KARRAS M.D., was at all times a licensed Medical Doctor in the State of California. Based on information and belief, NICOLE KARRAS, holds license # A 120423 and, at all times relevant and mentioned herein, and currently has full admitting privileges at CITY OF HOPE.

16. Defendant, LISA GUTIERREZ, was at all times a licensed Nurse Practitioner in the State of California. Based on information and belief, LISA GUTIERREZ, holds license # A 23361

and, at all times relevant and mentioned herein, and currently has full admitting privileges at CITY OF HOPE.

17. The true names and capacities of Defendants DOES 1 through 29, inclusive, are unknown to Plaintiffs at this time, who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this Complaint to show the true names and capacities of said Defendants when they have been ascertained.

18. The true names and capacities of Defendants DOES 30 through 50, inclusive, are unknown to Plaintiffs at this time, who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this Complaint to show the true names and capacities of said Defendants when they have been ascertained. At all times herein mentioned, DOES 30 to 50, inclusive, and each of them, were, and now are, nurses, physicians surgeons, licensed by the State of California to practice in the State of California or individuals and/or employees at CITY OF HOPE acting as agents, ostensible agents, employees and servants of ST. MARY and some or all of the other within the course and scope of said agency or employment, and exercising prudent, reasonable judgment and care in the selection, employment and control of qualified, trained, experienced nurses, nurse practitioners, nursing personnel, orderlies, assistants, aides and employees under their supervision, control, direction, responsibility and authority while performing services and caring for patients including, but not limited to, DECEDENT.

JURISDICTION & VENUE

19. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10. This Court has jurisdiction over the entire action because this is a civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court. Also, the acts and omissions complained of in this action took place in the City of Irvine in the State of California.

20. Venue in this Court is proper because this is a products liability action in which the acts and/or omissions complained took place, in whole or in part, within the venue of this Court, and/or because the Defendants reside, are domiciled, exist, and/or do business within the venue of this Court.

GENERAL ALLEGATIONS

21. DECEDENT was a 26-year-old male living in Irvine, California with his parents, PLAINTIFFS, and his sister.

22. DECEDENT was a cancer survivor. On or around 2016, DECEDENT was diagnosed with lymphoma. He received a bone marrow transplant that same year, at the age of nineteen. Following his bone marrow transplant, DECEDENT went into remission and lived cancer-free.

23. PLAINTIFFS continued to care for DECEDENT. PLAINTIFFS consistently took DECEDENT to Doctors appointments, check-up appointments, and follow-up appointments, in an effort to sustain DECEDENT's health.

24. In 2021, DECEDENT developed lymphoedema, a condition where the body tissues swell due to a buildup of lymph fluid. Although Decedent struggled with the side effects of his lymphedema—including swelling, bruising, and wounding in his legs—he managed it with immunosuppressants.

25. DECEDENT did not allow this to stop him and was able to live a relatively normal life in the following years. He moved on to obtaining a bachelor's degree from Chapman University, graduating with honors. DECEDENT was planning on studying for the LSAT, in pursuit of becoming an attorney.

26. On or around June of 2023, DECEDENT developed Graft-versus-host disease (hereinafter "GVHD'), a systematic disorder that results from transplanted tissue's immune cells recognizing the recipient's body as a foreign body and attacking its cells. DECEDENT was admitted to CITY OF HOPE. During this time, DECEDENT' lymphedema worsened as he gained greater bruises, wounds, and swelling throughout his legs.

27. On or around September of 2023, Defendant, LISA GUTIERREZ, working under NICOLE KARRAS, at CITY OF HOPE prescribed DECEDENT with SOLUTION to cleanse and aid his wounds.

28. SOLUTION is a 0.9% sodium chloride solution. It is supposed to be a sterile saline used to clean open wounds. NURSE ASSIST manufactured SOLUTION and distributed SOLUTION to the brand STERICARE. STERICARE sold SOLUTION under its company name.

29. BYRAM is a medical supply company. On or around September 29, 2023, BYRAM supplied DECEDENT with his prescription—four bottles of SOLUTION. BYRAM's invoice described SOLUTION as, "Catalog# NA6270, Product Description: Sodium Chloride 0.9% 250 POUR BOT, Quantity: 4."

30. NURSE ASSIST and STERICARE'S SOLUTION instructed consumers to use SOLUTION for irrigation and flushing of wounds. DECEDENT applied the supposedly sterile saline SOLUTION onto open wounds on his legs, as instructed.

31. After using one of the four SOLUTIONs, DECEDENT began suffering from horrible side effects. DECEDENT began forming pain around his wounds. His wounds were not healing, and he felt painful, burning sensations around them. Various wounds gained yellow or scabs, resembling an infection. DECEDENT began forming white discoloration patches around some wounds. Other wounds would not heal, leaving pink and white broken and opened skin around his body.

32. DECEDENT also began to swell. DECEDENT did not know why he became so swollen or what was causing this substantially growing swelling. To his knowledge, DECEDENT was using the SOLUTION that LISA GUTIERREZ prescribed properly, according to its instructions. However, DECEDENT's growing swelling caused the opened skin around his wounds to stretch out, causing him even greater harm and intolerable pain.

33. DECEDENT noticed blisters growing on his feet and new wounds around his body. His wounds began forming different forms of discoloration; some showed yellow, white, or green colors, similar to an infection, while others turned into pink and brown colors. DECEDENT's formed colors of brown or white discoloration around almost all of his wounds.

34. DECEDENT's wounds would not heal, and his legs began bruising, scabbing, changing color. The pain around his wounds became intolerable. PLAINTIFFS found videos on DECEDENT's phone of him crying alone from his unbearable pain. Photos from his final days

depict horribly swollen feet and toes. His feet showed different colors of red, pink, and purple. DECEDENT had tears of skin on his feet, and his legs showed a purple, brown color, with open wounds, scratches, and swelling up to his thighs.

35. PLAINTIFFS witnessed their son's demise, pain, and physical reactions.

36. On or around November 12, 2023, after about two days of having bilateral lower extremity swelling and pain, DECEDENT was rushed by ambulance to Hoag Hospital in Newport Beach. DECEDENT went into cardiac arrest and, unexpectedly, passed away later that day.

37. On or around November 6, 2023, NURSE ASSIST announced a voluntary recall on products that may not be sterile. This recall detailed SOLUTION, a 0.9% sodium chloride solution, and sterile water medical products sold under various brand names, including STERICARE. It instructed users to check their supply of solutions to confirm if they have any of the recalled products and to not use the recalled products.

38. Shortly after, the Food and Drug Administration (hereinafter "FDA") also issued a recall, warning "consumers, healthcare providers, and healthcare facilities not to use recalled saline (0.9% sodium chloride) and sterile water medical products manufactured by Nurse Assist, LLC, and sold under various brands." The FDA stated that SOLUTION may not be sterile and potentially contaminated with bacteria. This bacterial contamination could cause serious or life-threatening infections, including bloodstream, urinary tract, open/wound/soft tissue, and respiratory infections.

39. The FDA described people with weak immune systems, "including cancer patients" or those who "have chronic diseases" as being "particularly at risk of infection." Nevertheless, any other patient could develop infections after they are exposed to contaminated water-based medical products.

40. NURSE ASSIST's recall announcement included SOLUTION, part number 6270, under the brand name STERICARE. This description matched the SOLUTION BYRAM supplied DECEDENT with.

41. Although NURSE ASSIST published its recall on November 6, 2023, neither NURSE ASSIST, STERICARE, nor BYRAM notified, or alerted DECEDENT in a timely manner.

42. Although the FDA claims they issued a recall, warning healthcare providers, and healthcare facilities, neither NICOLE KARRAS, LISA GUTIERREZ, nor CITY OF HOPE communicated, alerted, or warned DECEDENT of the recall and life-threatening side effects.

43. As a direct and proximate result of using the contaminated saline solution, DECEDENT developed sepsis, which is the cause of DECEDANT'S death on November 12, 2023.

44. One month later, on or around December 7, 2023, PLAINTIFFs received a letter from BYRAM. BYRAM issued a medical device recall describing saline solution products. BYRAM's letter specified bottles under lot number 23076070. BYRAM's medical device recall letter stated, "We received an Urgent Medical Device Recall (see copy attached from one of our suppliers, Nurse Assist, LLC, for specific lots of Sterile 0.9% Normal Saline, USP (100 mL bottles, 250 mL bottles, […]. This has been an evolving incident with the manufacturer, and Byram has examined its records and determined that you may have received one of these products."

45. The copy attached that BYRAM referenced in their letter included a Field Safety Corrective Action from NURSE ASSIST. NURSE ASSIST's field safety corrective action attachment was dated November 8, 2023—notably only two days after NURSE ASSIST voluntarily recalled their saline medical products.

46. Despite BYRAM's knowledge of SOLUTION's dangerous side, BYRAM failed to warn DECEDENT about the recall and dangerous risks associated with SOLUTION's use.

47. BYRAM had knowledge of NURSE ASSIST's recall and NURSE ASSIST's Field Safety Corrective Action letter for almost a month until BYRAM sent out a warning letter to DECEDENT. DECEDENT had passed away by the time PLAINTIFFS's received BYRAM's recall letter.

48. As of April 15, 2024, the FDA announced that they have received reports of adverse events associated with the use of NURSE ASSIST products. The FDA claims to be further evaluating this information.

49. At all times relevant herein, NURSE ASSIST was engaged in the business of manufacturing, distributing, and selling sterile saline solution products for medical use.

50. At all times relevant herein, STERICARE was engaged in the business of manufacturing, distributing, and selling sterile saline solution products for medical use.

51. At all times relevant herein, BYRAM was engaged in the business of supplying wound care products, among other items, for medical use.

52. At all times relevant herein, CITY OF HOPE, NICOLE KARRAS, and LISA GUTIERREZ were engaged in the business of prescribing and providing medical services to patients.

53. At all times relevant herein, LISA GUTIERREZ at CITY OF HOPE prescribed 0.9 sodium chloride solution for DECEDENT to begin using.

54. At all times relevant herein, NURSE ASSIST manufactured a sterile solution that contained a defect—specifically a bacterial contamination that could result in severe or life-threatening adverse events. NURSE ASSIST distributed SOLUTION to STERICARE. STERICARE sold SOLUTION under their name. Neither NURSE ASSIST nor STERICARE included sufficient warnings of the bacterial contamination on their products. BYRAM supplied DECEDENT with SOLUTION.

55. At all times relevant herein, NURSE ASSIST, STERICARE, and BYRAM supplied contaminated products that could foreseeably endanger DECEDENT and users alike.

56. At all times relevant herein, NURSE ASSIST, STERICARE, and BYRAM were all integral parts of SOLUTION's production, marketing, and distribution.

57. Following NURSE ASSIST's recall, NURSE ASSIST warned healthcare providers of SOLUTION's recall and dangers.

58. At all times relevant herein, NURSE ASSIST, STERICARE, BYRAM, CITY OF HOPE, NICOLE KARRAS, and LISA GUTIERREZ failed to timely notify DECEDENT of SOLUTION's recall and its posed dangers.

59. At the time that DECEDENT received SOLUTION, DECEDENT was a cancer-survivor and in an immunocompromised state.

60. At the time DECEDENT began applying SOLUTION, SOLUTION contained bacterial contamination. Both the FDA and NURSE ASSIST recalled SOLUTION approximately one month later stating SOLUTION's contamination could result in life-threatening events.

61. As a direct and proximate cause of NURSE ASSIST's manufacturing SOLUTION and selling it to STERICARE, BYRAM supplied DECEDENT with his prescribed SOLUTION.

62. As a direct and proximate result of NURSE ASSIST, STERICARE, BYRAM, CITY OF HOPE, and LISA GUTIERREZ (collectively, hereinafter "DEFENDANTS") failure to warn DECEDENT that SOLUTION contained a life-threatening bacterial contamination, DECEDENT used one bottle of SOLUTION as prescribed.

63. DECEDENT, as a direct and proximate result of using one bottle of SOLUTION, suffered physical pain, discoloration, and swelling. As a further direct and proximate cause of SOLUTION's bacterial contamination, DECEDENT developed bilateral lower extremity swelling and pain. As a direct and proximate result of using SOLUTION, DECEDENT lost his life.

64. Neither DECEDENT nor PLAINTIFFS could have reasonably known or have learned through reasonable diligence that DECEDENT had been exposed to life-threatening bacterial contamination.

65. DECEDENT would not have used SOLUTION had DEFENDANTS, each and every one of them, properly disclosed and warned DECEDENT of the risks and dangers associated with SOLUTION.

66. As a direct and proximate cause of SOLUTION, PLAINTIFFS have and continue to suffer from severe mental, emotional, and physical pain, suffering, and distress due to the loss of their son.

FIRST CAUSE OF ACTION

STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT

(Against Defendants NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29)

67. PLAINTIFFS hereby re-allege and incorporates by reference each and every allegation contained in the previous paragraphs as though fully set forth herein.

68. At all relevant times, defendants designed, developed, tested, manufactured, fabricated, assembled, distributed, bought, sold, inspected, serviced, repaired, maintained, marketed, warranted, supplied, modified, placed, and/or provided SOLUTION, which are defective and unreasonably dangerous to consumers, including DECEDENT, thereby placing SOLUTION products into the stream of commerce. These actions were under the ultimate control and supervision of NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29. At all relevant times, defendants designed, researched, developed, manufactured, produced, tested, assembled, labeled, advertised, promoted, marketed, sold, and distributed SOLUTION used by DECEDENT as described herein.

69. At relevant times, SOLUTION was manufactured designed, developed, manufactured, and tested by NURSE ASSIST in a defective and unreasonably dangerous condition.

70. At relevant times, STERICARE packaged, promoted, marketed, distributed, and labeled SOLUTION in a defective and unreasonably dangerous condition.

71. At relevant times, BYRAM distributed or supplied SOLUTION in a defective and unreasonably dangerous condition.

72. At all relevant times, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 defectively designed, tested, developed, and manufactured SOLUTION when placed on the market, and was of such a nature that the defects would not be discovered in the normal course of inspection and operation by users thereof. Moreover, SOLUTION failed to provide adequate warnings or instructions concerning the dangerous characteristics of any form of bacterial contamination. In particular, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, manufactured a dangerous product, SOLUTION, and also failed to provide adequate warnings or instructions concerning SOLUTION's bacterial contamination.

73. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released SOLUTION into the stream of commerce, and in the course of same, directly advertised or marketed the products to consumers and end users, including DECEDENT, and therefore had a duty to warn of the risks associated with the use of SOLUTION.

74. At all relevant times, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 had a duty to properly test, develop, design, manufacture, inspect, package, label, market, promote, sell, distribute, maintain, supply, provide proper warnings, and take such steps as necessary to ensure SOLUTION did not cause users and consumers to suffer from unreasonable and dangerous risks. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 had a continuing duty to warn DECEDENT of dangers associated with SOLUTION's use and exposure. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, as manufacturer, seller, or distributor of medical supplies and saline solutions are held to the knowledge of an expert in the field.

75. At all relevant times, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 reached SOLUTION to the intended consumers, handlers, and users in California and throughout the United States, including DECEDENT, without substantial change in the condition, as designed, manufactured, sold, distributed, labeled, and marketed by defendants.

76. SOLUTION, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 was defective in design and formulation in that, when they left the hands of NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 manufacturers and/or suppliers, the foreseeable risks exceeded the alleged benefits associated with their design and formulation.

77. Therefore, at all relevant times, SOLUTION, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold and marketed by NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, was not tested, investigated, or studied in an effective manner and, therefore, was placed into the stream of commerce containing an unreasonably dangerous bacterial contamination.

78. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 knew, or should have known that at all times herein mentioned SOLUTION was in a defective condition and was and is inherently dangerous and unsafe.

79. DECEDENT used SOLUTION on his open wounds and cuts for a few weeks. After using SOLUTION for some time, DECEDENT began suffering from extreme pain, burning, swelling, and discoloration throughout his body, but predominately on his legs and feet. As such, DECEDENT was exposed to SOLUTION, as described above, without knowledge of SOLUTION'S dangerous characteristics.

80. At the time of the DECEDENT's use of and exposure to SOLUTION, SOLUTION was being used for the purposes and in a manner normally intended.

81. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 had a duty to create and distribute a product that was not unreasonably dangerous for its normal, intended use.

82. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 created and distributed a product that was and is unreasonably dangerous for its normal, intended use.

83. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed SOLUTION with a manufacturing defect, and SOLUTION left the hands of NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 with a manufacturing defect.

84. The SOLUTION which NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed reached their intended users, including DECEDENT, in a defective and unreasonably dangerous condition due to a bacterial contamination.

85. NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed SOLUTION, a defective product, which created an unreasonable risk to the health of consumers and to the DECEDENT in particular. Therefore, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29 are therefore strictly liable for the bacterial contamination which cause DECEDENT to unexpectedly pass away.

86. It is reasonably foreseeable that DECEDENT would use SOLUTION on his wounds, as a solution to clean his wounds. Further, it is reasonably foreseeable that DECEDENT would not question SOLUTION and use SOLUTION consistent with its instructions.

87. As a direct and proximate cause of the defective manufacturing and the unreasonably dangerous and defective characteristics of SOLUTION, and NURSE ASSIST, STERICARE and BYRAM's failure to comply with health and safety standards and requirements, DECEDENT placed the defective SOLUTION on his wounds and gained a bacterial infection.

88. Defendants NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, conduct was a substantial factor and proximate cause of the serious personal injuries and death sustained by DECEDENT.

89. As a direct and proximate cause of SOLUTION, DECEDENT gained a bacterial infection which led to DECEDENT suffering septic shock. Thereafter, cardiac arrest and passed away.

90. As a result of the foregoing acts and omissions, PLAINTIFFS's, and each of them, have suffered a loss of love, companionship, comfort, affection, society, solace and moral support, all to their respective non-economic damages in a sum within the unlimited jurisdiction of this Court and will be established at trial according to proof.

91. As a result of the foregoing acts and omissions, PLAINTIFFS, and each of them, have incurred funeral and burial expenses in an amount not yet fully ascertained but according to proof at the time of trial.

92. WHEREFORE, PLAINTIFFS respectfully requests this Court to enter judgment in PLAINTIFFS favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all such other and further relief as this Court deems just and proper

SECOND CAUSE OF ACTION

STRICT PRODUCTS LIABILITY – FAILURE TO WARN

(Against Defendants NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29)

93. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

94. Defendants, NURSE ASSIST, STERICARE, and BYRAM, engaged in the manufacturing, selling and distribution of SOLUTION. SOLUTION was defective and unreasonably dangerous when the contaminated lot left the possession of the respective Defendants, NURSE ASSIST, STERICARE, and BYRAM.

95. SOLUTION had potential risks associated with its use, including risk of serious or life-threatening infections at the time it was manufactured, sold, and distributed.

96. DECEDENT was at CITY OF HOPE for stomach pains and open lesions on his feet. There, LISA GUTIERREZ prescribed DECEDENT SOLUTION to clean his wounds.

97. DECEDENT's risk of infections presented a life-threatening danger when he used SOLUTION for its intended purpose and in a foreseeable way on his wounds.

98. SOLUTION contained insufficient warnings to alert consumers, including DECEDENT, of the dangerous risks and reactions associated with its use, including but not limited to the propensity to cause a substantial increased risk of serious bodily harm and death.

99. DECEDENT nor PLAINTIFFS could not have discovered any defect in SOLUTION through the exercise of reasonable care.

100. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, are held to the level of knowledge of an expert in the field. As such, Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, knew and know that a contaminated solution cannot be used on open wounds without serious complications.

101. The warnings Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, provided on or with SOLUTION failed to properly warn DECEDENT, and users alike, of the risk of infection.

102. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, had a continuing duty to warn the DECEDENT of the dangers associated with SOLUTION.

103. Had DECEDENT received adequate warnings regarding the risks of SOLUTION, DECEDENT would not have used it.

104. At all times herein mentioned, SOLUTION was defective, and Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, had a duty to warn DECEDENT immediately upon learning of the bacterial contamination.

105. As a direct and proximate cause of the defective and inappropriate warnings and the unreasonably dangerous and defective characteristics of SOLUTION, and the Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, failure to comply with health and safety standards and requirements, DECEDENT suffered significant injuries. When taken to Hoag Hospital, DECEDENT suffered sepsis due to an infection that resulted in his death.

106. As a direct and proximate cause of Defendants' STERICARE, NURSE ASSIST, BYRAM, and DOES 1 to 29, inadequate SOLUTION warning, DECEDENT used SOLUTION on open wounds, causing him to gain a bacterial infection which resulted in his death.

107. As a direct and proximate result of Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, failing to warn and communicate the recall to DECEDENT, DECEDENT continued to use SOLUTION which caused him to gain a bacterial infection.

THIRD CAUSE OF ACTION

NEGLIGENCE

(Against Defendants NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29)

108. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

109. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, directly or indirectly, caused SOLUTION to be sold, distributed, packaged, labeled, marketed, promoted, and/or used by DECEDENT.

110. At all relevant times, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, had a duty to exercise reasonable care in the design, research, manufacture, marketing, advertisement, supply, promotion, packaging, sale, and distribution of SOLUTION, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that was not unreasonably dangerous to consumers and users of the product.

111. At all relevant times, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, had a duty to exercise reasonable care in the marketing, advertisement, and sale of the SOLUTION products Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, had duty of care owed to consumers and the general public included providing accurate, true, and correct information concerning the risks of using SOLUTION and appropriate, complete, and accurate warnings concerning the potential adverse effects of exposure to SOLUTION, and, in particular, the bacterial contamination.

112. At all relevant times, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, knew or, in the exercise of reasonable care, should have known of the hazards and dangers of SOLUTION and, specifically, the bacterial contamination.

113. Accordingly, at all relevant times, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, knew or, in the exercise of reasonable care, should have known that use of SOLUTION could cause or be associated with DECEDENT's injuries, and thus, create a dangerous and unreasonable risk of injury to the users of these products, including DECEDENT.

114. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, also knew or, in the exercise of reasonable care, should have known that users and consumers of SOLUTION were unaware of the risks and the magnitude of the risks associated with use of and/or exposure to SOLUTION.

115. As such, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, breached their duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of SOLUTION, in that they manufactured and produced defective herbicides containing a bacterial contamination; knew or had reason to know of the defects inherent in its products; knew or had reason to know that a user's or consumer's exposure to the products created a significant risk of harm and unreasonably dangerous side effects; and failed to prevent or adequately warn of these risks and injuries. Indeed, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, failed to test SOLUTION.

116. Despite their ability and means to investigate, study, and test the products and to provide adequate warnings, Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, failed to do so.

117. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, negligence included:

a. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing SOLUTION without thorough and adequate pre- and post-market testing;

b. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing SOLUTION while negligently and/or intentionally concealing and failing to disclose the results of trials, tests, and studies of any form of bacterial contamination;

c. Failing to provide adequate instructions, guidelines, and safety precautions to those persons Defendants' NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29,could reasonably foresee would use and be harmed by SOLUTION;

d. Failing to disclose to DECEDENT, users/consumers, and the general public that use of and exposure to SOLUTION presented severe risks of serious or life-threatening infections; and

e. Failing to warn DECEDENTS, consumers, and the general public that the SOLUTION's risk of harm was serious or life-threatening.

118. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, knew and/or should have known that it was foreseeable consumers such as DECEDENT would suffer injuries as a result of Defendants' failure to exercise ordinary care in the manufacturing, marketing, labeling, distribution, and sale of SOLUTION.

119. Defendants' NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, negligence was the proximate cause of decedent's injuries and untimely death, *i.e.,* absent defendants' negligence, DECEDENT would not have developed a bacterial contamination and passed away.

120. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, conduct, as described above, was reckless. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, regularly risked the lives of consumers and users of their products, including DECEDENT, with full knowledge of the dangers of their products. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, have made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting public, including DECEDENT.

121. As a result of the foregoing acts and omissions, the Decedent suffered from serious and dangerous side effects of a bacterial infection, which resulted in him living his last days in excruciating pain.

122. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, conduct was a substantial factor and proximate cause of the serious personal injuries and death of DECEDENT.

123. Plaintiffs are informed and believe, and thereon alleges, that at all times herein relevant, that the Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, conduct was a substantial factor in causing PLAINTIFFS' damages as alleged herein.

124. As a result of the foregoing acts and omissions, Plaintiffs, and each of them, and each of them, have incurred funeral and burial expenses in an amount not yet fully ascertained but according to proof at the time of trial.

FOURTH CAUSE OF ACTION

NEGLIGENCE – MEDICAL MALPRACTICE

(Against Defendants CITY OF HOPE, NICOLE KARASS, and LINDA GUTIERREZ, and DOES 30 to 50)

125. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

126. DECEDENT was at CITY OF HOPE for stomach pains and open lesions on his feet. There, LISA GUTIERREZ prescribed DECEDENT SOLUTION to clean his wounds.

127. DECEDENT's risk of infections presented a life-threatening danger when he used SOLUTION for its intended purpose and in a foreseeable way on his wounds.

128. SOLUTION contained insufficient warnings to alert consumers, including DECEDENT, of the dangerous risks and reactions associated with its use, including but not limited to the propensity to cause a substantial increased risk of serious bodily harm and death.

129. On or around November 6, 2023, NURSE ASSIST issued a recall. In their recall statement, NURE ASSIST stated that they notified healthcare providers and healthcare facilities, including Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, communicating SOLUTION's recall, due to a life-threatening bacterial contamination.

130. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, were made aware of the recall. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, learned SOLUTION was contaminated and the foreseeable risks associated with SOLUTION while DECEDENT continued using SOLUTION.

131. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, failed to communicate and warn DECEDENT that NURSE ASSIST recalled SOLUTION, and the risks and side effects, upon learning this information.

132. DECEDENT, individually and through DECEDENT's prescribing/treating physicians, reasonably relied on the skill, superior knowledge, and judgment of DEFENDANTS.

133. Defendants', Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, had a continuing duty to warn the DECEDENT of the dangers associated with SOLUTION.

134. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, had a duty to keep DECEDENT informed of any risks related to his care. Yet, Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, failed to notify DECEDENT of their prescribed product—SOLUTION—deadly propensity.

135. Although NURSE ASSIST notified health care facilities and providers, Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, failed to notify DECEDENT of the bacterial contamination. DECEDENT was treated at CITY OF HOPE when battling cancer. Being that DECEDENT is a cancer survivor, and CITY OF HOPE, NICOLE KARRAS, LISA GUTIERREZ, and DOES 30 to 50, knew of DECEDENT'S health

conditions, it was imperative for CITY OF HOPE, NICOLE KARRAS, LISA GUTIERREZ, and DOES 30 to 50, to communicate this information to DECEDENT, upon gaining notice.

136. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, failure to notify DECEDENT resulted in DECEDENT further using SOLUTION on susceptible and open cuts, wounds, and lesions.

137. DECEDENT's lesions, open cuts, and wounds only worsened when he further used SOLUTION. DECEDENT gained significant discoloration throughout his legs and feet, bodily swelling, worsening wounds, burning sensations, and continued pain because he continued to use SOLUTION.

138. NURSE ASSIST's recall was significant in that it was due to a severe or life-threatening risk. Moreover, DECEDENT's condition, as a cancer survivor and immunocompromised patient, increased his risk of harm if continuing to use SOLUTION. Defendants', CITY OF HOPE, NICOLE KARRAS LISA GUTIERREZ, and DOES 30 to 50, failure to warn DECEDENT of this deadly side-effect.

139. Had DECEDENT received adequate warnings regarding the risks of SOLUTION, DECEDENT would not have used it.

140. As a direct and proximate cause of the defective and inappropriate warnings and the unreasonably dangerous and defective characteristics of SOLUTION, and the Defendants', CITY OF HOPE, NICOLE KARRAS, LISA GUTIERREZ, and DOES 30 to 50, failure to comply with health and safety standards and requirements, DECEDENT suffered significant injuries. When taken to Hoag Hospital, DECEDENT suffered sepsis due to an infection that resulted in his death.

141. As a direct and proximate cause of Defendants' CITY OF HOPE, NICOLE KARRAS, LISA GUTIERREZ, and DOES 30 to 50, failure to warn DECEDENT of SOLUTION's bacterial contamination, DECEDENT used SOLUTION on open wounds, causing him to gain a bacterial infection which resulted in his death.

FIFTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY

(Against Defendants NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29)

142. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

143. At all relevant times, Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, engaged in the business of testing, developing, designing, manufacturing, selling, distributing, and promoting SOLUTION, which was and are defective and unreasonably dangerous to consumers, including decedent, thereby placing SOLUTION into the stream of commerce.

144. Before the time DECEDENT was exposed to the aforementioned SOLUTION, Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, impliedly warranted to its consumers, including decedent, that SOLUTION was of merchantable quality and safe and fit for the use for which they were intended.

145. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, failed to disclose that SOLUTION has dangerous propensities when used as intended and that use of and/or exposure to SOLUTION carries an increased risk of developing severe injuries, including DECEDENT's injuries and death.

146. SOLUTION was expected to reach and did in fact reach consumers and users, including decedent, without substantial change in the condition in which they were manufactured and sold by Defendants' NURSE ASSIST and STERICARE.

147. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, intended that SOLUTION be used in the manner in which DECEDENT, in fact, used them and which Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, impliedly warranted to be of merchantable quality, safe, and fit for this use, despite the fact that SOLUTION was not adequately tested or researched.

148. In reliance upon Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, implied warranty, DECEDENT used SOLUTION as instructed and labeled and in the foreseeable manner intended.

149. DECEDENT could not have reasonably discovered or known of the risks of serious injury associated with SOLUTION.

150. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, breached its implied warranty to DECEDENT in that SOLUTION were not of merchantable quality, safe, or fit for their intended use, or adequately tested. SOLUTION has dangerous propensities when used as intended and can cause serious injuries, including those injuries complained of herein.

151. Defendants, NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, actions, manufacturing, labeling, selling, and distributing SOLUTION posed harm which far outweighed it benefit, rendering SOLUTION more dangerous than an ordinary consumer or user would expect and more dangerous than alternative products.

152. As a direct and proximate result of Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, breach of implied warranty, the DECEDENT suffered from serious and dangerous side effects including a bacterial infection. Further, DECEDENT suffered life-threatening bacterial contamination and severe personal injuries and what eventually led to his death.

153. As a direct and proximate result of Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, breach of implied warranty, DECEDENT used SOLUTION on his open wounds and cuts, causing him to gain a bacterial infection that resulted in him losing his life.

154. Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, manufactured, packaged, distributed, and labeled SOLUTION was a substantial factor and proximate cause of DECEDENT's death sustained.

155. PLAINTIFFS are informed and believe, and thereon alleges, that at all times herein relevant, that the Defendants', NURSE ASSIST, STERICARE, BYRAM, and DOES 1 through 29, conduct was a substantial factor in causing PLAINTIFFS damages as alleged herein.

156. As a further result of the negligence of said Defendants, and each of them, PLAINTIFFS, and each of them, have incurred funeral and burial expenses in an amount not yet fully ascertained but according to proof at the time of trial.

SIXTH CAUSE OF ACTION

WRONGFUL DEATH

(Against all Defendants, and DOES 1 to 50, Inclusive)

157. A Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

158. During all periods of time hereinbelow mentioned, NURSE ASSIST manufactured and sold a saline solution that contained a bacterial contamination. NURSE ASSIST sold SOLUTION to different companies, including STERICARE.

159. BYRAM engaged in supplying and distributing various medical prescriptions, including SOLUTION, to DECEDENT.

160. NURSE ASSIST and STERICARE sold and marketed SOLUTION, and BYRAM distributed solution, without warning DECEDENT and consumers alike of the associated dangers and risks.

161. SOLUTION was one of the products recalled on November 6, 2023. SOLUTION had a bacterial contamination and, thus, was not sterile.

162. DEFENDANTS, each and every one of them, learned of the bacterial contamination. NURSE ASSIST announced a recall on November 6, 2023, stating that they have warned medical providers and health care facilities of the life-threatening contamination associated with SOLUTION. NURSE ASSIST forwarded, communicated, and/or provided BYRAM within a Field Safety Corrective Action letter on November 8, 2023.

163. During said periods of time, DECEDENT used SOLUTION in a reasonable manner on his open skin wounds.

164. Defendants' NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, breached their duty when they negligently and carelessly failed to warn, contact, inform, instruct, and communicate DECEDENT of the recall in a timely manner, on or around the time the recall was announced.

165. At all relevant times, DECEDENT was a cancer survivor and immunocompromised.

166. As a direct and proximate cause of NURSE ASSIST's manufacturing, STERICARE's selling, and BYRAM's distributing SOLUTION, DECEDENT suffered bodily injury, resulting in pain and suffering, mental anguish, loss of capacity of the enjoyment of live, shortened life expectancy, expenses of hospitalization, loss of earnings, loss of ability to earn money, and death.

167. As a direct and proximate cause of DEFENDANTS and DOES 1 to 50, inclusive, failing to warn DECEDENT that SOLUTION contained a life-threatening bacterial contamination, DECEDENT used SOLUTION on his open wounds

168. DECEDENT died as a direct and proximate cause of Defendants' NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 50, negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, advertising, and distribution of SOLUTION.

169. Defendants' NURSE ASSIST, STERICARE, BYRAM, and DOES 1 to 29, conduct in design, development, manufacture, testing, packaging, promoting, marketing, advertising, and distribution was a substantial and proximate cause of DECEDENT's sustained personal injuries and death.

170. DEFENDANTS and DOES 1 to 50, INCLUSIVE, conduct in failing to warn DECEDENT, immediately, as they learned of the bacterial contamination was a substantial and proximate cause in DECEDENT's further use of SOLUTION. As DECEDENT continued to use SOLUTION, lesions, wounds, and cuts only became further inflamed, infected, and discolored, causing him extreme pain.

171. DEFENDANTS and DOES 1 to 50, INCLUSIVE, failure to timely and effectively notify DECEDENT, resulted in DECEDENT to gain a bacterial infection which led to DECEDENT's November 12, 2023, hospitalization. DECEDENT was unaware as to any infection and had no knowledge as to what was contributing to his extreme pain. At the hospital, DECEDENT unexpectedly went into septic shock. DEFENDANTS' and DOES 1 to 50, inclusive, failure to warn DECEDENT was a substantial and proximate cause in his death.

172. As a further direct and legal result of the aforesaid negligence, carelessness, and unskillfulness of DEFENDANTS and DOES 1 to 50, inclusive, PLAINTIFFS incurred expenses for funeral, burial and other related costs, in an amount according to proof.

PRAYER FOR RELIEF

(ON THE FIRST THROUGH THIRD CAUSES OF ACTION)

WHEREFORE**,** Plaintiffs, BOBAK SOHRABIAN and MOJGAN HOMAIE, hereby pray for judgment against Defendants, and each of them, jointly and severally as follows:

1. Awarding compensatory damages in excess of the jurisdictional amount, including, but not limited to pain, suffering, emotional distress, loss of enjoyment of life, and other non-economic damages in an amount to be determined at trial of this action;
2. Awarding economic damages in the form of medical expenses, out of pocket expenses and other economic damages in an amount to be determine at trial of this action;
3. Punitive and/or exemplary damages for the wanton, willful, fraudulent, and reckless acts of the Defendants who demonstrated a complete disregard and reckless indifference for the safety and welfare of the general public and to the Plaintiffs in an amount sufficient to punish Defendants and deter future similar conduct, to the extent allowed by applicable law;
4. For costs of funeral and burial expenses for Decedent;
5. For other further general and special damages in a sum according to proof at trial;
6. Pre-judgment interest;
7. Post-judgment interest;
8. Awarding Plaintiffs reasonable attorneys' fees;
9. Awarding Plaintiffs the costs of these proceedings; and
10. Such other and further relief as this Court deems just and proper.

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DATED: November 5, 2024

THE LAW OFFICES OF HAYTHAM FARAJ

By: _____

HAYTHAM FARAJ, ESQ.
KATHERINE MELIK-STEPANYAN,ESQ.
BITA R. TAHMASBI, ESQ.
Attorneys for Plaintiffs, BOBAK SOHRABIAN and MOJGAN HOMAIE

DEMAND FOR JURY TRIAL

Plaintiffs, BOBAK SOHRABIAN AND MOJGAN HOMAIE, hereby formally demand a trial by jury on all issues so triable, as allowed by California law.

DATED: November 5, 2024

THE LAW OFFICES OF HAYTHAM FARAJ

By: _____

HAYTHAM FARAJ, ESQ.
KATHERINE MELIK-STEPANYAN, ESQ.
BITA R. TAHMASBI, ESQ.
Attorneys for Plaintiffs, BOBAK SOHRABIAN and MOJGAN HOMAIE