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County of Orange

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Clerk of the Superior Court
By Trucmy Vu, Deputy Clerk

8 Attorneys for Plaintiffs.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 MATTHEW STROUSE AND ANDREA)
12 CASTRO STROUSE)

13 Plaintiffs,

14 v.

15 MONSTER BEVERAGE)
16 CORPORATION, a Delaware Corporation;)
17 MONSTER ENERGY COMPANY, a)
18 Delaware Corporation; Rodney Sacks;)
19 Hilton Schlosberg; and DOES 1 through)
20 100, Inclusive,)

21 Defendants.

Case No.: 30-2016-00835223-CU-PL-CJC

Judge David Chaffee

COMPLAINT:

- (1) Strict Product Liability (Design Defect);
- (2) Strict Product Liability (Failure to Warn);
- (3) Negligence (Design, Sale, Manufacturing);
- (4) Negligence (Failure to Warn);
- (5) Fraudulent Concealment;
- (6) Breach of Implied Warranties; and
- (7) Loss of Consortium

DEMAND FOR JURY TRIAL

1 Plaintiffs Matthew Strouse and Andrea Castro Strouse, by their undersigned counsel,
2 hereby sue Defendants, Monster Beverage Corporation, Monster Energy Company, Rodney
3 Sacks, Hilton Schlosberg, and DOES 1 through 100, inclusive (collectively, “Defendants”), and
4 in support thereof, states as follows:

5 **NATURE OF THE CASE AND PARTIES**

6 1. Defendants Monster Beverage Corporation, Monster Energy Company, Rodney
7 Sacks and Hilton Schlosberg (collectively referred to as “Monster”) develop and sell a
8 dangerous cocktail of stimulants known as Monster Energy Drinks. Countless leading medical
9 authorities have discovered and reported that consumption of energy drinks, including Monster
10 Energy Drinks, causes, among other things, significant changes in the body’s neurological and
11 circulatory systems sufficient to trigger aneurysms, strokes, seizures, and adverse cardiac
12 events in both healthy and vulnerable consumers. Monster has continually ignored or
13 otherwise rejected the overwhelming and growing body of scientific and medical literature
14 describing the harmful consequences associated with energy drink consumption. In spite of
15 these repeated warnings, Monster refuses to conduct testing of its energy drinks and continues
16 to market their product to children, young adults and vulnerable populations. Although
17 Monster Energy Drinks contain a proprietary and never-before studied combination of
18 stimulant ingredients, Monster blindly claims that its cocktail is safe because each of the
19 individual ingredients are purportedly safe when used in other products, in other quantities, and
20 in other combinations. Unfortunately, this is the extent of Monster’s publically-disclosed
21 safety analysis.

22 2. Plaintiff, Matthew Strouse, is one of many people who have suffered an aneurysm
23 and seizures following chronic and/or acute consumption of Monster Energy Drinks. Plaintiff
24 brings the instant action for personal injuries suffered as a result of his February 14, 2014 near-
25 fatal intracerebral hemorrhage following his history of chronic Monster Energy Drink
26 consumption.

27 3. At all times herein mentioned, Plaintiffs Matthew Strouse and Andrea Castro
28 Strouse were, and are now, married, and they were, and are now, husband and wife.

1 4. Plaintiffs Matthew Strouse and Andrea Castro Strouse are residents of the State of
2 Arizona.

3 5. Monster Beverage Corporation is a corporation organized under the laws of the
4 State of Delaware, with its principal place of business located at 1 Monster Way, Corona,
5 California 92879. At all times pertinent hereto, Defendant Monster Beverage Corporation was
6 engaged in and responsible for the design, manufacture, production, testing, study, inspection,
7 mixture, labeling, marketing, advertising, sales, promotion, and/or distribution of the energy
8 drink named MONSTER ENERGY. Defendant, Monster Beverage Corporation, may be
9 served with process by service on its registered agent: CSC – Lawyers Incorporating Service,
10 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

11 6. Monster Energy Company is a corporation organized under the laws of the State
12 of Delaware, with its principal place of business located at 1 Monster Way, Corona, California
13 92879. At all times pertinent hereto, Defendant Monster Energy Company was engaged in and
14 responsible for the design, manufacture, production, testing, study, inspection, mixture,
15 labeling, marketing, advertising, sales, promotion, and/or distribution of the energy drink
16 named MONSTER ENERGY. Defendant, Monster Energy Company, may be served with
17 process by service on its registered agent: CSC – Lawyers Incorporating Service, 2710
18 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

19 7. Rodney Sacks is a resident of Orange County and is the Chairman and CEO of
20 Monster Beverage Corporation and Monster Energy Company. He is involved in every
21 decision made by Monster – down to even signing individual endorsement deals for athletes
22 and celebrities sponsored by Monster. Mr. Sacks was integrally involved decision making that
23 impacts the crux of Plaintiff’s case; including but not limited to: how Monster Energy drinks
24 would be formulated, the decision not to conduct safety testing on Monster Energy drinks, the
25 decision to rush to market with Monster Energy drinks despite concerns over their safety, as
26 well as the process for how safety concerns and adverse event reports are processed by
27 Monster.

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1 8. Hilton Schlosberg is a resident of Orange County and is the Vice Chairman and
2 President of Monster and Beverage Corporation and Monster Energy Company. He is very
3 involved in the day to day operation of Monster. Mr. Schlosberg was integrally involved in
4 decision making that impacts the crux of Plaintiff's case including: managing Monster's safety
5 team, being in charge of all safety functions for Monster, leading quality control and quality
6 assurance, the adverse event reporting process, reviewing and participating in the consumer
7 complaint process about injuries related to consumption of Monster Energy drinks.

8 9. The true names and/or capacities, whether individual, corporate, associate or
9 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time,
10 who, therefore, sues said defendants by such fictitious names. Plaintiff is informed and
11 believes, and based thereon alleges, that each of the defendants fictitiously named herein as a
12 Doe is legally responsible, negligently or in some other actionable manner, for the events and
13 legal cause of Plaintiff's intracerebral hemorrhage and the resulting injury and damages to
14 Plaintiff, as hereinafter alleged. Plaintiff will amend this Complaint to assert the true names
15 and/or capacities of such fictitiously named defendants when the same have been ascertained.
16 For convenience, Monster Beverage Corporation, Monster Energy Company, Rodney Sacks
17 and Hilton Schlosberg and DOES 1 through 100 are sometimes collectively referred to herein
18 as "Monster."

19 10. Plaintiff is informed and believes, and based thereon alleges, that, at all times
20 mentioned herein, defendants were the agents (ostensible or otherwise), servants, employees
21 successors-in-interest and/or joint venturers of their co-defendants and were, as such, acting
22 within the purpose, course, scope and authority of said agency, employment, successor-in-
23 interest and/or joint venture and that each and every defendant, as aforesaid, was acting as a
24 principle and was negligent in the selection and hiring and retention of each and every
25 defendant as an agent, employee, successor-in-interest and/or joint venture. Each defendant has
26 ratified and approved the acts of their respective agents and employees.

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1 **JURISDICTION AND VENUE**

2 11. Jurisdiction and venue are proper in the Superior Court of California for Orange
3 County because, at all times relevant hereto, Defendants Rodney Sacks and Hilton Schlosberg
4 resided in Orange County, California where they also engaged in the harm producing conduct
5 set forth above with respect to the way in which they ran Monster and marketed its energy
6 drinks to consumers including but not limited to Plaintiff.

7 12. This is an action for damages that exceeds twenty-five thousand dollars
8 (\$25,000.00), the minimum jurisdictional requirement.

9 **FACTUAL ALLEGATIONS**

10 13. Plaintiff is a former chronic consumer of Monster Energy Drinks. Plaintiff
11 regularly consumed approximately two (2) Monster Energy Drinks per day until suffering an
12 intracerebral hemorrhage on February 14, 2014. Plaintiff consumed at least one (1) Monster
13 Energy Drink during the morning of February 14, 2014, within hours of experiencing a near-
14 fatal aneurysm that resulted in an intracerebral hemorrhage.

15 14. In the middle of the day on February 14, 2014, Plaintiff's father was flying a
16 remote controlled helicopter with Plaintiff in the park, when suddenly Plaintiff began to
17 experience numbness and pain along the right side of his body. These sensations were
18 immediately followed by acute respiratory failure. Plaintiff was immediately rushed to the
19 hospital where he was intubated.

20 15. During Plaintiff's hospital admission, he suffered from generalized seizures and
21 ventricular respiratory failure. Accordingly, the hospital staff was required to perform a
22 craniotomy to relieve the pressure from the build-up of excess blood in his cranial cavity.
23 Further, the hospital staff was required to perform an emergency tracheotomy to treat his
24 respiratory failure.

25 16. Since Plaintiff's craniotomy, he has lost significant use of his right extremities
26 and cannot walk without the assistance of a cane. His speech has deteriorated to the point that
27 he cannot formulate words without a noticeable slur. Further, he requires 24 hour assistance to
28 perform the most basic of bodily functions.

1 17. Before suffering his near-fatal intracerebral hemorrhage, Plaintiff was a chef and
2 worked part-time at the local CVS Pharmacy. To maintain any working capacity, Plaintiff
3 requires the use of his right extremities as well as the ability to walk unassisted. As a result of
4 his debilitating injuries, Plaintiff has been unable to obtain any means of gainful employment
5 since February 14, 2014.

6 18. At all relevant times, Defendants were responsible for the design, manufacture,
7 production, testing, study, inspection, mixture, labeling, marketing, advertising, sales,
8 promotion, and/or distribution of the MONSTER ENERGY drinks that Plaintiff consumed and
9 from which he suffered a intracerebral hemorrhage and other permanent injuries.

10 19. Monster Energy Drinks are marketed as products that provide benefits to
11 consumers in the form of increased energy and stamina, weight loss, and enhanced physical
12 and/or mental performance.

13 20. In order to provide the marketed benefits, Monster Energy Drinks contain and
14 rely primarily upon massive amounts of caffeine, a substance known for imposing adverse
15 health effects upon consumers. Caffeine affects various organ systems by, *inter alia*,
16 increasing heart rate, blood pressure, speech rate, motor activity, attentiveness, gastric
17 secretion, diuresis, and body temperature.

18 21. In addition to caffeine, Monster Energy Drinks combine a number of chemical
19 additives that Monster refers to as its “Proprietary Energy Blend.” Two of these chemical
20 additives are guarana and taurine. Studies have shown that the synergistic effect of caffeine,
21 guarana, taurine and/or other like substances can produce significant adverse health effects,
22 including aneurysms, strokes, seizures, and cardiac arrest.

23 22. For years, Monster successfully avoided meaningful regulation of its product by
24 the U.S. Food and Drug Administration. By classifying its products as a “dietary
25 supplement”—in other words, not a “food”—Monster manufactured its Monster Energy Drinks
26 without any restrictions on caffeine content. However, after controversies sparked over the
27 growing death toll amongst Monster’s consumer base, Monster announced in 2013 that
28

1 Monster Energy Drinks would be marketed as “beverages” and consequently would disclose
2 the caffeine content of these products to consumers.

3 23. Despite Monster’s knowledge of the significant risks associated with
4 consumption of Monster Energy Drinks, Defendants mask and otherwise fail to alert consumers
5 like Plaintiff of the significant risks associated with Monster Energy Drink consumption. To
6 the contrary, Monster Energy Drinks expressly pride themselves as “deliver[ing] twice the buzz
7 of a regular energy drink,” and “pack[ing] a vicious punch.”

8 24. While championing the purported benefits provided by Monster Energy Drinks,
9 Defendants entirely failed to warn or disclose to consumers, like Plaintiff, the known risks and
10 side effects of consuming Monster Energy Drinks, including the risk of an aneurysm, from
11 which Plaintiff ultimately suffered serious and permanent injuries.

12 25. Monster marketed its drinks to Plaintiff at a young age; and in doing so, it
13 overstated the benefits and good qualities of Monster Energy Drinks while understating and/or
14 failing to state the risks and dangers associated with energy drinks.

15 26. Beyond their failure to warn of or disclose to consumers information related to
16 the significant risks associated with consuming Monster Energy Drinks, Defendants
17 intentionally withheld, suppressed and concealed from consumers information relating to the
18 risks of adverse health effects upon consumption of this product.

19 27. Had Monster properly disclosed and warned of the risks Monster’s Proprietary
20 Energy Blend posed to the Plaintiff, Plaintiff would not have consumed the Monster Energy
21 Drinks that caused his intracerebral hemorrhage and other permanent injuries.

22 28. Monster failed to conduct adequate testing, studies or clinical testing and
23 research, and similarly failed to conduct adequate marketing surveillance regarding Monster
24 Energy Drinks’ adverse effects upon the health of Monster’s consumers.

25 29. Despite Monster’s representations to the contrary, the Monster Energy Drinks
26 consumed by Plaintiff were not safe or fit for the use for which it was intended.

27 30. Defendants’ failures in designing, manufacturing, marketing, distributing,
28 warning and/or selling Monster Energy Drinks directly and proximately caused Plaintiff to

1 suffer an aneurysm that led to an intracerebral hemorrhage, undergo multiple surgical
2 procedures, and suffer permanent and lasting economic and non-economic injuries.

3 **FIRST CAUSE OF ACTION**

4 **(Strict Liability: Design Defect against all Defendants by Plaintiff Matthew Strouse)**

5 31. Plaintiff re-alleges each and every allegation contained in this Complaint with the
6 same force and effect as if fully set forth herein.

7 32. Defendants manufactured, sold, and supplied Monster Energy Drinks and had
8 significant involvement in distribution including the capability of exercising control over
9 quality.

10 33. Defendants placed Monster Energy Drinks into the stream of commerce. Monster
11 Energy Drinks were expected to, and did, reach Plaintiff without substantial change in their
12 condition. Plaintiff consumed Monster Energy Drinks and such consumption caused his
13 intracerebral hemorrhage and other permanent injuries.

14 34. Plaintiff consumed the Monster Energy Drinks that caused his intracerebral
15 hemorrhage in the way that Defendants intended all Monster Energy Drinks to be used – he
16 ingested them orally.

17 35. The Monster Energy Drinks that Plaintiff consumed, and that caused his
18 intracerebral hemorrhage, did not perform as safely as an ordinary consumer would have
19 expected them to perform when used or misused in an intended or reasonably foreseeable way.

20 36. At the time the Monster Energy Drinks consumed by Plaintiff left Defendants’
21 control, they were in a condition not contemplated by Plaintiff and were unreasonably
22 dangerous and defective. Monster Energy Drinks were at the time of Plaintiff’s consumption
23 (and remain to this day) dangerous to an extent beyond that which would be contemplated by
24 the ordinary consumer in his position.

25 37. The risks associated with ingesting Monster Energy Drinks outweigh any claimed
26 or perceived benefits. There are practicable, feasible and safer alternatives to achieve “energy”
27 and increased awareness that do not present the severe health risks that accompany Monster
28 Energy Drinks.

1 38. The failure of the Monster Energy Drinks that Plaintiff consumed, and that
2 caused his intracerebral hemorrhage, to perform safely was a substantial factor in causing his
3 harm.

4 39. As a direct and proximate result of Defendants' design, manufacture, marketing,
5 and/or sale of Monster Energy Drinks, Plaintiff suffered serious injuries herein described.

6 40. As a direct and proximate result of Defendants' design, manufacture, marketing,
7 and/or sale of Monster Energy Drinks, it became necessary for Plaintiff to incur expenses for
8 doctors, hospitals, nurses, pharmaceuticals, and other reasonably required and medically
9 necessary supplies and services.

10 41. As a direct and proximate result of Defendants' design, manufacture, marketing,
11 and/or sale of Monster Energy Drinks, Plaintiff suffered serious and permanent physical injury,
12 harm, damages and economic and non-economic loss.

13 **SECOND CAUSE OF ACTION**

14 **(Strict Liability: Failure to Warn against all Defendants by Plaintiff Matthew Strouse)**

15 42. Plaintiff re-alleges each and every allegation contained in this Complaint with the
16 same force and effect as if fully set forth herein.

17 43. Prior to Plaintiff's consumption of Monster Energy Drinks, Defendants designed,
18 manufactured, marketed, distributed and/or sold Monster Energy Drinks, and at all material
19 times were in the business of doing so. Defendants placed Monster Energy Drinks into the
20 stream of commerce. Monster Energy Drinks were expected to, and did, reach Plaintiff without
21 substantial change in their condition. Plaintiff consumed Monster Energy Drinks and they
22 caused his intracerebral hemorrhage and other permanent injuries.

23 44. Monster Energy Drinks had potential risks and side effects that were known or
24 knowable to Defendants by the use of scientific knowledge available at and after the time of
25 design, manufacture, marketing, distribution and/or sale of the Monster Energy Drinks
26 consumed by Plaintiff. Defendants knew, or should have known, of the defective condition,
27 characteristics, and risks associated with Monster Energy Drinks, as previously set forth herein.

1 45. The potential risks and side effects associated with Monster Energy Drinks
2 presented, and continue to present, a substantial danger when the drinks are used or misused in
3 an intended or reasonably foreseeable way – *i.e.* ingested orally.

4 46. Ordinary consumers would not have (and have not) recognized the potential risks
5 and side effects associated with ingesting Monster Energy Drinks.

6 47. When placing Monster Energy Drinks into the stream of commerce, Defendants
7 failed to provide adequate warnings as to the risks associated with the product. Defendants
8 failed to warn consumers of the true risks and dangers – and of the symptoms, scope and
9 severity of the potential side effects of the Monster Energy Drinks that Plaintiff consumed, such
10 as significantly increased risk of aneurysms, strokes, seizures, blood clots, heart attacks, cardiac
11 arrhythmias, cardiac arrests and other adverse health effects.

12 48. As detailed herein, Defendants failed to adequately warn and instruct of the
13 potential risks and side effects associated with ingesting Monster Energy Drinks. Examples of
14 the inadequacies of Defendants’ warnings include, but are not limited to, the following:

- 15 a. The warnings were insufficient to alert Plaintiff of the significant risk,
16 scope, duration and severity of adverse events and/or reactions associated
17 with consuming Monster Energy Drinks, thereby subjecting him to risks
18 which far exceeded the benefits of Monster Energy Drinks; and
19 b. Defendants marketed and sold Monster Energy Drinks using misleading
20 marketing materials emphasizing the efficacy of the drinks while
21 downplaying the risks associated with it, thereby making the use of
22 Monster Energy Drinks more dangerous than any consumer would
23 reasonably expect.

24 49. The lack of sufficient instructions or warnings was a substantial factor in causing
25 Plaintiff’s intracerebral hemorrhage and other permanent injuries.

26 50. As a direct and proximate result of Defendants’ failure to provide adequate
27 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
28 Monster Energy Drinks, Plaintiff suffered serious injuries herein described.

1 51. As a direct and proximate result of Defendants' failure to provide adequate
2 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
3 Monster Energy Drinks, it became necessary for Plaintiff to incur expenses for doctors,
4 hospitals, nurses, pharmaceuticals, and other reasonably required and medically necessary
5 supplies and services.

6 52. As a direct and proximate result of Defendants' failure to provide adequate
7 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
8 Monster Energy Drinks, Plaintiff suffered serious and permanent physical injury, harm,
9 damages and economic and non-economic loss.

10 **THIRD CAUSE OF ACTION**

11 **(Negligence – Design, Manufacture and Sale against all Defendants by**
12 **Plaintiff Matthew Strouse)**

13 53. Plaintiff re-alleges each and every allegation contained in this Complaint with the
14 same force and effect as if fully set forth herein.

15 54. Defendants owed a duty to Plaintiff and all consumers of Monster Energy Drinks
16 to exercise reasonable care in the design, formulation, testing, manufacture, labeling,
17 marketing, distribution, promotion and/or sale of Monster Energy Drinks. This duty required
18 Defendants to ensure that Monster Energy Drinks did not pose an unreasonable risk of bodily
19 harm to Plaintiff and all other consumers, and similarly required Defendants to warn of side
20 effects, risks, dangers and potential for adverse health effects associated with the ingestion of
21 Monster Energy Drinks.

22 55. Defendants failed to exercise reasonable care in the design, formulation, testing,
23 manufacture, labeling, marketing, distribution, promotion and/or sale of Monster Energy
24 Drinks in that Defendants knew, or should have known, that Monster Energy Drinks could
25 cause significant bodily harm, including aneurysms, and were not safe for use by those who
26 ingest the product.

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1 56. Defendants were negligent in the design, formulation, testing, manufacture,
2 labeling, marketing, distribution, promotion and/or sale of Monster Energy Drinks and
3 breached their duties to Plaintiff. Specifically, Defendants:

- 4 a. Failed to use due care in the preparation and design of Monster Energy
5 Drinks to prevent the previously-described risks;
- 6 b. Failed to conduct adequate testing of Monster Energy Drinks;
- 7 c. Failed to cease manufacturing or otherwise alter the composition of
8 Monster Energy Drinks to produce a safer alternative despite the fact that
9 Defendants knew, or should have known, that such drinks posed a serious
10 risk of bodily harm to consumers;
- 11 d. Failed to conduct post-marketing surveillance to determine the safety of
12 Monster Energy Drinks;
- 13 e. Failed to exercise reasonable care with respect to post-sale warnings and
14 instructions for safe use by consumers;
- 15 f. Failed to exercise ordinary care in the labeling of Monster Energy Drinks;
16 and
- 17 g. Were otherwise careless and negligent.

18 57. At all relevant times, it was foreseeable to Defendants that consumers, like
19 Plaintiff, would suffer injury as a result of Defendants' failure to exercise ordinary care.

20 58. As a direct and proximate result of Defendants' negligence, Plaintiff suffered
21 serious injuries herein described.

22 59. As a direct and proximate result of Defendants' negligence, it became necessary
23 for Plaintiff to incur expenses for doctors, hospitals, nurses, pharmaceuticals, and other
24 reasonably required and medically necessary supplies and services.

25 60. As a direct and proximate result of Defendants' negligence, Plaintiff suffered
26 serious and permanent physical injury, harm, damages and economic and non-economic loss.

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1 **FOURTH CAUSE OF ACTION**

2 **(Negligence – Failure to Warn against all Defendants by Plaintiff Matthew Strouse)**

3 61. Plaintiff re-alleges each and every allegation contained in this Complaint with the
4 same force and effect as if fully set forth herein.

5 62. Prior to, on, and after Plaintiff’s ingestion of Monster Energy Drinks, and at all
6 relevant times, Defendants were engaged in the design, manufacture, production, testing, study,
7 inspection, mixture, labeling, marketing, advertising, sales, promotion, and/or distribution of
8 Monster Energy Drinks, which were intended for consumption by consumers like Plaintiff.

9 63. Prior to, on, and after Plaintiff’s ingestion of Monster Energy Drinks, Defendants
10 knew, or should have known, that Monster Energy Drinks were dangerous or were likely to be
11 dangerous when used in a reasonably foreseeable manner. Such dangers include, but are not
12 limited to, significantly increased risk of aneurysms, strokes, seizures, blood clots, heart
13 attacks, cardiac arrhythmias, cardiac arrests and other adverse health effects.

14 64. Prior to, on, and after the date of Plaintiff’s ingestion of Monster Energy Drinks,
15 Defendants knew, or should have known, that consumers of Monster Energy Drinks, including
16 Plaintiff, would not realize the dangers presented by Monster Energy Drinks.

17 65. Prior to, on, and after the date of Plaintiff’s ingestion of Monster Energy Drinks,
18 Defendants failed to adequately warn of the dangers associated with consumption of Monster
19 Energy Drinks and/or failed to adequately instruct consumers on the safe use of Monster
20 Energy Drinks. Such failures to warn and/or instruct included, but were not limited to: failing
21 to issue adequate warnings to consumers concerning the risks of serious bodily harm associated
22 with the ingestion of Monster Energy Drinks; failing to supply adequate warnings regarding all
23 potential adverse health effects associated with the use of Monster Energy Drinks and the
24 comparative severity thereof.

25 66. It was foreseeable to Defendants that consumers, including Plaintiff, might suffer
26 injury as a result of its failure to exercise ordinary care in providing adequate warnings
27 concerning the dangers associated with consumption of Monster Energy Drinks.

1 75. Plaintiff's reliance upon Defendants in consuming Monster Energy Drinks was
2 reasonable and justified in that Defendants appeared to be, and represented themselves to be,
3 reputable businesses that would disclose the truth about any potential harmful health effects of
4 consuming Monster Energy Drinks.

5 76. As a direct and proximate result of the fraud and deceit alleged, Plaintiff suffered
6 serious injuries herein described.

7 77. As a direct and proximate result of the fraud and deceit alleged, it became
8 necessary for Plaintiff to incur expenses for doctors, hospitals, nurses, pharmaceuticals, and
9 other reasonably required and medically necessary supplies and services.

10 78. As a direct and proximate result of the fraud and deceit alleged, Plaintiff suffered
11 serious and permanent physical injury, harm, damages and economic and non-economic loss.

12 **SIXTH CAUSE OF ACTION**

13 **(Breach of Implied Warranties against all Defendants by Plaintiff Matthew Strouse)**

14 79. Plaintiff re-alleges each and every allegation contained in this Complaint with the
15 same force and effect as if fully set forth herein.

16 80. Plaintiff consumed Monster Energy Drinks, which caused his intracerebral
17 hemorrhage and other permanent injuries.

18 81. At the time of Plaintiff's purchase and consumption of the Monster Energy
19 Drinks that caused his intracerebral hemorrhage, Defendants were in the business of selling
20 Monster Energy Drinks.

21 82. The Monster Energy Drinks that Plaintiff consumed, and that caused his
22 intracerebral hemorrhage and other injuries, were harmful when consumed.

23 83. The harmful condition of the Monster Energy Drinks that Plaintiff consumed, and
24 that caused his intracerebral hemorrhage, would not reasonably be expected by the average
25 consumer.

26 84. The Monster Energy Drinks were a substantial factor in causing Plaintiff's
27 intracerebral hemorrhage and other injuries.

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1 85. Prior to Plaintiff's consumption of Monster Energy Drinks, Defendants impliedly
2 warranted to Plaintiff and other consumers that Monster Energy Drinks were of merchantable
3 quality and safe and fit for the use for which they were intended.

4 86. Plaintiff relied entirely on the expertise, knowledge, skill, judgment, and implied
5 warranties of Defendants in choosing to consume Monster Energy Drinks.

6 87. The Monster Energy Drinks that Plaintiff consumed were neither safe for their
7 intended use, nor of merchantable quality, in that they possessed a dangerous mixture of
8 ingredients that, Monster's Proprietary Energy Blend, and when put to their intended use,
9 caused severe and permanent injuries to Plaintiff. As such, the Monster Energy Drinks were
10 not of the same quality as those beverages generally acceptable in the trade and were not fit for
11 the ordinary purposes for which such goods are used.

12 88. By selling, delivering and/or distributing the defective Monster Energy Drinks to
13 Plaintiff, Defendants breached the implied warranty of merchantability and the implied
14 warranty of fitness.

15 89. As a direct and proximate result of Defendants' breach of the implied warranty of
16 merchantability and the implied warranty of fitness, Plaintiff suffered serious injuries herein
17 described.

18 90. As a direct and proximate result of Defendants' breach of the implied warranty of
19 merchantability and the implied warranty of fitness, it became necessary for Plaintiff to incur
20 expenses for doctors, hospitals, nurses, pharmaceuticals, and other reasonably required and
21 medically necessary supplies and services.

22 91. As a direct and proximate result of the fraud and deceit alleged, Plaintiff suffered
23 serious and permanent physical injury, harm, damages and economic and non-economic loss.

24 **SEVENTH CAUSE OF ACTION**

25 **(Loss of Consortium against all Defendants)**

26 92. Plaintiffs re-allege each and every allegation contained in this Complaint with
27 the same force and effect as if fully set forth herein.

1 93. At all times herein mentioned, Plaintiffs Matthew Strouse and Andrea Castro
2 Strouse were, and are now, married, and they were, and are now, husband and wife.

3 94. As a substantial and legal result of Defendants' aforementioned conduct, and the
4 injuries sustained, Plaintiff Matthew Strouse has been unable to perform work, services, and
5 duties as a spouse to Plaintiff Andrea Castro Strouse, and will be unable to perform same in the
6 future. By reason therefore, Plaintiff Andrea Castro Strouse has been deprived of, and in the
7 future will be deprived of, Plaintiff Matthew Strouse's work, services, duties, companionship
8 and consortium, all to Plaintiff Andrea Castro Strouse's damages in an amount according to
9 proof.

10 **PUNITIVE DAMAGES ALLEGATIONS**

11 **(Against all Defendants by Plaintiffs)**

12 95. Plaintiff re-alleges each and every allegation contained in this Complaint with the
13 same force and effect as if fully set forth herein.

14 96. At all relevant times, Defendants knew that Monster Energy Drinks contained
15 dangerous levels of caffeine and other stimulants, and knew the serious health risks to
16 consumers associated with the consumption of Monster Energy Drinks.

17 97. With such knowledge and in furtherance of their own financial interests,
18 Defendants willfully, wantonly and maliciously engaged in the design, manufacture,
19 production, testing, study, inspection, mixture, labeling, marketing, advertising, sales,
20 promotion, and/or distribution of Monster Energy Drinks while simultaneously failing to warn
21 potential consumers of their dangerous propensities, including the known serious health risks
22 associated with the consumption of Monster Energy Drinks.

23 98. With such knowledge and in furtherance of their own financial interests,
24 Defendants willfully, wantonly and maliciously, and with conscious disregard for, and
25 indifference to, the health and safety of consumers, including Plaintiff, failed and refused to
26 supply adequate warnings and/or information to protect consumers and/or otherwise reduce or
27 eliminate the health risks to consumers associated with the consumption of Monster Energy
28 Drinks.

1 99. In addition to such conduct, Defendants knowingly, intentionally and deliberately
2 marketed Monster Energy Drinks as an "Energy Supplement" so as to deceive and mislead the
3 consuming public, including Plaintiff, into believing that Monster Energy Drinks are beneficial
4 for consumers.

5 100. As a direct and proximate result of such conduct, and because the acts and
6 omissions of Defendants were willful, wanton, malicious, intended and in conscious disregard
7 for, and indifference to, the health and safety of potential consumers, like Plaintiff, an award of
8 exemplary or punitive damages is appropriate and necessary to punish Defendants, and to deter
9 Defendants from engaging in such misconduct in the future and to affect significant change in
10 the way Defendants design, manufacture, market, promote, warn about, distribute and/or sell
11 Monster Energy Drinks.

12 **PRAYER FOR RELIEF AS TO ALL CLAIMS**

13 WHEREFORE, Plaintiffs prays for judgment against all Defendants for all claims
14 asserted herein as follows:

- 15 1. For property damages and medical expenses incurred by Plaintiff, Matthew
16 Strouse, according to proof;
- 17 2. For general damages, according to proof;
- 18 3. For economic losses, according to proof;
- 19 4. For punitive damages, as to the First, Second and Fifth Causes of Action against
20 all Defendants, according to proof;
- 21 5. All costs of suits;
- 22 6. For applicable statutory interest as provided by law; and
- 23 7. For such other and further relief as the Court may deem just and proper.

24 Date: February 11, 2016

R. REX PARRIS LAW FIRM

25
26 By:


Bruce L. Schechter
Attorneys for Plaintiff


DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues.

Date: February 11, 2016

R. REX PARRIS LAW FIRM

By:



Bruce L. Schechter
Attorneys for Plaintiff

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