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IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

ARTURO SUAREZ and ESPERANZA VELENZUELA SUAREZ, individually and as husband and wife,

Plaintiffs,

v.

GLOBAL PHARMA HEALTHCARE PRIVATE LTD., EZRICARE, LLC, EZRIRX, LLC, ARU PHARMA, INC., LEON MEDICAL CENTERS, LLC, and HEALTHSPRING OF FLORIDA, INC.,

Defendants.
_____/

COMPLAINT FOR DAMAGES

The Plaintiffs, Arturo Suarez and Esperanza Velenzuela, sue the Defendants Global Pharma Healthcare Private Ltd., Aru Pharma, Inc., EzriCare, LLC, EzriRx, LLC, Leon Medical Centers, LLC, and HealthSpring of Florida, Inc., and allege:

JURISDICTIONAL STATEMENT AND IDENTFICATION OF PARTIES

1. This is an action for damages in excess of this Court's minimum jurisdictional limits, exclusive of interest and costs.

2. This case arises out of a defective artificial tear product that was designed, manufactured, distributed, imported, sold, and/or supplied by the Defendants. The name of this defective artificial tear product is EzriCare Artificial Tears (hereinafter referred to as "EzriCare

Artificial Tears," "Artificial Tears" or "Product"). The Defendants were responsible for the Artificial Tears entering Florida's stream of commerce, which, as the Defendants intended, were purchased and used by Florida consumers, including Plaintiff Mr. Suarez. As a result of the Artificial Tears' defects, numerous consumers, including Plaintiff Mr. Suarez, suffered catastrophic permanent injuries from using the Artificial Tears.

3. The Plaintiffs, Arturo Suarez and Esperanza Velenzuela, a married couple, are residents of Miami-Dade County, Florida.

4. Defendant Global Pharma Healthcare Private Ltd. ("Global") was and is a foreign corporation operating as a manufacturer of pharmaceutical products. It manufactures tablets, capsules, liquid orals, dry syrup, ointments, sachets, parenterals, eye care products, and antibiotics to customers across the globe. Defendant Global manufactured the contaminated Product at issue in this litigation that caused Plaintiff's significant injuries. This Court has specific personal jurisdiction over Defendant Global, under Florida's long-arm statute, §48.193(1)(a)(6)(b), because the Product processed, serviced and/or manufactured by Global was consumed within the state of Florida in the ordinary course of commerce, injuring Mr. Suarez. Moreover, Global is engaged in substantial and not isolated activity within the state of Florida because it purposefully established minimum contacts within the forum by contracting with the other Defendant entities, identified below, knowing that the Product it manufactured would be distributed, imported, sold, promoted, and consumed in the United States, including Florida. *Id*. at (2). Such activity was substantial, continuous and planned so that Defendant Global, within the Product's supply chain, would profit from local consumers. Global's sufficient minimum contacts with Florida support the exercise of this Court's jurisdiction, which does not offend traditional notions of fair play and substantial justice.

5. Defendant EzriCare, LLC ("EzriCare"), was and is a New Jersey limited liability company that was at all times material engaged in the business of importing, selling, supplying, packaging, distributing, and marketing the Artificial Tears throughout the United States, including Florida. This Court has specific personal jurisdiction over Defendant EzriCare, under Florida's long-arm statute, §48.193(1)(a)(6)(b), because the Product processed, serviced and/or manufactured by EzriCare was consumed within the state of Florida in the ordinary course of commerce, injuring Mr. Suarez. Moreover, EzriCare is engaged in substantial and not isolated activity within the state of Florida because it purposefully established minimum contacts within the forum by contracting with the other Defendant entities, identified in this Complaint, knowing that its Product would be distributed, imported, sold, promoted, and consumed in the United States, including Florida. *Id*. at (2). Such activity was substantial, continuous and planned so that Defendant EzriCare, within the Product's supply chain, would profit from local consumers. EzriCare's sufficient minimum contacts with Florida support the exercise of this Court's jurisdiction, which does not offend traditional notions of fair play and substantial justice.

6. Defendant EzriRx, LLC ("EzriRx"), was and is a Delaware limited liability company that was at all times material engaged in the business of importing, selling, supplying, packaging, distributing, and marketing the Artificial Tears throughout the United States, including Florida. EzriRx operates an online platform that allows pharmacies to purchase over tens of thousands of medications and over-the-counter products from wholesalers throughout the United States. This Court has specific personal jurisdiction over Defendant EzriRx, under Florida's long-arm statute, §48.193(1)(a)(6)(b), because the Product processed, serviced and/or manufactured by EzriRx was consumed within the state of Florida in the ordinary course of commerce, injuring Mr. Suarez. EzriRx is engaged in substantial and not isolated activity within the state of Florida because

it purposefully established minimum contacts within the forum by contracting with the other Defendant entities, identified in this Complaint, knowing that its Product would be distributed, imported, sold, promoted, and consumed in the United States, including Florida. *Id*. at (2). Such activity was substantial, continuous and planned so that Defendant EzriRx, within the Product's supply chain, would profit from local consumers. EzriRx's sufficient minimum contacts with Florida support the exercise of this Court's jurisdiction, which does not offend traditional notions of fair play and substantial justice.

7. Defendant Aru Pharma, Inc. ("Aru"), was and is a New York corporation that was at all times material engaged in the business of importing, marketing, and distributing the Artificial Tears throughout the United States, including Florida. Upon information and belief, Defendant Aru formulated, designed, and imported the Artificial Tears into the United States. Nevertheless, this Court has specific personal jurisdiction over Defendant Aru, under Florida's long-arm statute, §48.193(1)(a)(6)(b), because the Product processed, serviced and/or manufactured by Aru was consumed within the state of Florida in the ordinary course of commerce, injuring Mr. Suarez. Aru is engaged in substantial and not isolated activity within the state of Florida because it purposefully established minimum contacts within the forum by contracting with the other Defendant entities, identified in this Complaint, knowing that the Product it manufactured would be distributed, imported, sold, promoted, and consumed in the United States, including Florida. *Id*. at (2). Such activity was substantial, continuous and planned so that Defendant Aru, within the Product's supply chain, would profit from local consumers. Aru's sufficient minimum contacts with Florida support the exercise of this Court's jurisdiction, which does not offend traditional notions of fair play and substantial justice.

8. Defendant Leon Medical Centers, LLC ("Leon"), was and is a Florida limited

liability company, with its principal place of business located in Miami-Dade County, Florida. Leon has three managers, all of whom are in Miami-Dade County, Florida. At all times material, Leon operated medical clinics and provides pharmaceutical services.

9. Defendant HealthSpring of Florida, Inc., d/b/a Leon Medical Centers Health Plans ("HealthSpring"), is a Florida corporation, with its principal place of business located in Miami-Dade County, Florida. At all times material, HealthSpring operated as an insurance company, offering healthcare and disability insurance services to customers internationally.

10. Venue is proper in Miami-Dade County, Florida, where one or more of the Defendants reside and the events giving rise to this lawsuit occurred.

FACTS GIVING RISE TO CAUSE OF ACTION

a. EzriCare Artificial Tears

11. The Artificial Tears are a preservative-free lubricant eye drop available for over-the-counter purchase.

12. The Artificial Tears have been marketed and advertised to the public (1) as a protectant against further irritation or to relieve dryness of the eye; and (2) for the temporary relief of discomfort due to minor irritations of the eye, or to wind or sun exposure.

13. The active ingredient in Artificial Tears is a solution of Carboxymethylcellulose Sodium 10 MG in 1 ml, and the inactive ingredients include Boric Acid, Potassium Chloride, Sodium Chloride, Calcium Chloride Dihydrate, Magnesium Chloride, Sodium Chlorite, Sodium Hydroxide, and Water for injection. Notably, because the Product is "preservative free," chemicals used to prevent the growth of bacteria have been removed and are not present in the Product.

14. The National Drug Code (NDC) number for the Artificial Tears is 79503-101-15.

15. At all times material, the Artificial Tears eye drops were manufactured in India and

then imported, distributed, marketed, supplied and ultimately sold to consumers throughout the United States, including Florida, by the Defendants.

16. At all times material, each Defendant was part of the Artificial Tear "supply chain" and had the responsibility to prevent this defective Product from reaching the end consumer, including the Plaintiff.

b. <u>The 2023 Outbreak of VIM-GES-CRPA (*Pseudomonas Aeruginosa*) Linked to Artificial Tears</u>

17. On January 24, 2023, Defendant EzriCare issued a statement regarding the contamination of its Artificial Tears Product, stating that it was made aware of the Centers for Disease Control's ("CDC") ongoing investigation related to adverse events implicating various over-the-counter eye drops.

18. On February 1, 2023, about a week later, the CDC issued a Health Alert Network Health Advisory announcing a multi-state outbreak of VIM-GES-CRPA, a rare strain of extensively drug-resistant *Pseudomonas Aeruginosa*, identifying 55 infected patients in 12 states: California, Colorado, Florida, New Jersey, New Mexico, Nevada, Texas, Utah, Washington and Wisconsin.

19. Notably, the outbreak strain, carbapenem-resistant *Pseudomonas aeruginosa* with Verona integron-mediated metallo-β-lactamase and Guiana extended-spectrum-β-lactamase (VIM-GES-CRPA), had never been reported in the United States prior to this outbreak. The CDC noted that the outbreak is associated with multiple types of infections, including eye infections.

20. That same day, Defendant EzriCare issued another statement: "EzriCare, LLC first received notice of the CDC's ongoing investigation into a multistate cluster of *Pseudomonas aeruginosa* infections on January 20, 2023. As of today, we are not aware of any testing that definitively links the *Pseudomonas aeruginosa* outbreak to EzriCare Artificial Tears. Nonetheless,

we immediately took action to stop any further distribution or sale of EzriCare Artificial Tears. To the greatest extent possible, we have been contacting customers to advise them against continued use of the product. We also immediately reached out to both CDC and FDA and indicated our willingness to cooperate with any requests they may have of us."[1]

21. On February 2, 2023, the U.S. Food and Drug Administration ("FDA") then issued a statement "warning consumers and health care practitioners not to purchase and to immediately stop using the contaminated EzriCare Artificial Tears … due to potential bacterial contamination."[2]

22. The FDA also urged Global Pharma to initiate a recall due to the company's "current good manufacturing practice (CGMP) violations," which included a "lack of appropriate microbial testing, formulation issues (the company manufactures and distributes ophthalmic drugs in multi-use bottles, without an adequate preservative), and lack of proper controls concerning tamper-evident packaging." *Id*.

23. Accordingly, Global Pharma voluntarily recalled all unexpired lots of EzriCare Artificial Tears and acknowledged the 55 reported adverse events including eye infections, permanent loss of vision, and a death with a blood stream infection.[3] The included "Risk Statement" further acknowledged that the "[u]se of contaminated artificial tears can result in the

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[1] *EzriCare Artificial Tears – Discontinue Use*, located at https://ezricare-info.com/

[2] *FDA warns consumers not to purchase or use EzriCare Artificial Tears due to potential contamination*, Food & Drug Admin. (Feb. 2, 2023), located at https://www.fda.gov/drugs/drug-safety-and-availability/fda-warns-consumers-not-purchase-or-use-ezricare-artificial-tears-due-potential-contamination.

[3] *See* Global Pharma Healthcare Issues Voluntary Nationwide Recall of Artificial Tears Lubricant Eye Drops Due to Possible Contamination, located at https://global-pharma.com/otc.pdf.

risk of eye infection that could result in blindness." [4]

24. The FDA also placed Global Pharma on import alert for providing an inadequate response to a records request and for not complying with CGMP requirements. The import alert currently prevents their products from entering the United States.[5]

25. The epidemiologic evidence investigated by the CDC indicates that contaminated Artificial Tears were the source of the outbreak. Further, most infected patients reported using Artificial Tears. Most infected patients specifically reported using EzriCare Artificial Tears, and CDC laboratory testing identified the presence of the outbreak strain, VIM-GES-CRPA, in multiple lots of opened EzriCare Artificial Tear bottles, involving specimens collected from May 2022 to January 2023.

26. Exposed consumers have developed a variety of complications, including keratitis, endophthalmitis, respiratory infections, urinary tract infections, sepsis, permanent vision loss and enucleation resulting from cornea infection, extensive hospitalization, and death due to systematic infection.

27. Since the CDC's initial Health Advisory, three additional adverse events have been reported. Currently, a total of 58 patients with infections have been identified in 13 states.

c. The *Pseudomonas Aeruginosa* Bacteria

28. *Pseudomonas Aeruginosa* is a bacterium notorious for being versatile and innately drug resistant. Specifically, it is a common encapsulated, gram-negative, aerobic-facultatively

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[4] *Id*.

[5] *FDA warns consumers not to purchase or use EzriCare Artificial Tears due to potential contamination*, Food & Drug Admin. (Feb. 2, 2023), located at https://www.fda.gov/drugs/drug-safety-and-availability/fda-warns-consumers-not-purchase-or-use-ezricare-artificial-tears-due-potential-contamination.

anaerobic, rod-shaped bacterium typically found in freshwater environments. It is a multidrug resistant pathogen recognized for its ubiquity, its intrinsically advanced antibiotic resistance mechanisms, and its wide range of dynamic defenses, which make it an extremely challenging organism to treat in modern day medicine.

29. In addition to plants and animals, the *Pseudomonas Aeruginosa* bacteria has been known to infect humans. This specific bacterium has been linked to serious skin, eye, lung and other severe infections throughout the body.

30. Infections caused by *Pseudomonas Aeruginosa* are remarkably dangerous because the bacterium has the ability to grow extensive colonies in conditions of partial or total oxygen depletion. As a result, advanced antibiotic regimens are often required for treatment and such regimens often can lead to other serious adverse reactions or effects.

31. According to the CDC, VIM-GES-CRPA or *Pseudomonas Aeruginosa* isolates associated with this outbreak, tested at public health laboratories, were resistant to the following antibiotics: cefepime, ceftazidime, piperacillin-tazobactam, aztreonam, carbapenems, ceftazidime-avibactam, ceftolozane-tazobactam, fluoroquinolones, polymyxins, amikacin, gentamicin, and tobramycin.

d. Plaintiff Arturo Suarez's *Pseudomonas Aeruginosa* Infection

32. Plaintiff Arturo Suarez is a 72-year-old married man with a 19-year-old daughter. Mr. Suarez has a history of dry eyes related to his prescribed contact lenses, which he has been using for many years.

33. Aside from a corneal ulcer in his left eye, which was adequately treated at Bascom Palmer Eye Institute and resolved without issue in May 2018, he has no other significant ocular history or issues. Cultures of this ulcer, notably, showed the presence of Serratia Marcescens, a

completely different organism than *Pseudomonas Aeruginosa.*

34. Over the years, Mr. Suarez obtained his contact lenses from Leon Medical Center. To address the dryness of his eyes caused by the contact lenses, he uses eye drops. He has used such products for many years and obtains them with his contacts at Leon Medical Center through his insurance plan provided through Defendant HealthSpring.

35. Defendant HealthSpring contracts with certain product manufacturers and/or distributors, unilaterally deciding which products to supply its insureds with.

36. In January 2023, Defendant HealthSpring provided Mr. Suarez with EzriCare Artificial Tears for the first time at Leon Medical Center, and Mr. Suarez immediately began using this new brand of eye drops.

37. After a few weeks of using EzriCare Artificial Tears, Mr. Suarez began experiencing adverse symptoms. By January 23, 2023, his right eye, with no prior issues and good vision, was red, swollen, itchy and extremely painful. That day, he presented to Leon Medical Center and was evaluated by an ophthalmologist, who prescribed with him antibiotic eye drops. Specifically, Mr. Suarez was prescribed tobramycin and cyclopentolate.

38. Despite Mr. Suarez's adherence to the prescribed regimen of antimicrobial and antibiotic treatment, the symptoms in his right eye persisted and worsened. On January 26, he returned to Leon Medical Center. After being evaluated, the doctors at Leon Medical Center advised him to go to Bascom Palmer for further treatment.

39. Mr. Suarez immediately presented to Bascom Palmer's emergency department from Leon Medical Center with complaints of chronic pain, irritation, redness, photophobia, and blurred vision.

40. The doctors at Bascom Palmer examined Mr. Suarez and noted that the prescribed

medications were ineffective, so they escalated the dosages and frequency of his antimicrobial and antibiotic treatment. The doctors also performed a slit lamp and fundus exam of the right eye, determining that Mr. Suarez had circular corneal epithelial defect with underlying white stromal infiltrate nasally and hazy view and an ulcer. Cultures were obtained via a cornea scraping diagnostic smear, and he was instructed to return in two days for re-evaluation.

41. On January 28, 2023, Mr. Suarez, still in chronic pain and suffering from the above-mentioned complaints, returned to Bascom Palmer as instructed. Upon arrival, doctors performed another slit lamp and fundus exam of the right eye and noted that Mr. Suarez's visual acuity was deteriorating. Another culture was performed, and Mr. Suarez was instructed to bring in the bottle of EzriCare Artificial Tears to his next visit for testing. Doctors instructed him to continue with his antibiotic regimen and return in two days.

42. On January 30, 2023, Mr. Suarez returned to Bascom Palmer with the bottle of EzriCare Artificial Tears as instructed. Doctors noted that the ulcer in his right eye had significantly worsened and that his vision was continuing to deteriorate. Another slit lamp and fundus exam was done of the right eye, which showed a progression of Mr. Suarez's corneal epithelial defect and that the infection was continuing to spread throughout the eye. Given the infection's continued progression, doctors started Mr. Suarez on ciprofloxacin and had him continue with his current antibiotic regimen.

43. On February 2, 2023, Mr. Suarez returned to Bascom Palmer again. By this time, the results were analyzed from the cultures taken on January 26th and January 28th of Mr. Suarez's right eye. The results evidenced that heavy growth of *pseudomonas aeruginosa*. The cultures taken of the bottle of Mr. Suarez's EzriCare Artificial Tears on January 30th also showed the presence and heavy growth of *pseudomonas aeruginosa*.

44. Now that doctors confirmed the presence of a severe, potentially blinding, and life-threatening *pseudomonas* corneal infection, Mr. Suarez was prescribed and instructed to take imipenem every two hours in addition to maintaining his current antibiotic regimen. Imipenem, purportedly, is considered the most effective clinical drug for treating *pseudomonas aeruginosa* infections.

45. From February to May 2023, Mr. Suarez frequently returned to Bascom Palmer for the continued treatment and management of the multi-drug resistant *pseudomonas* corneal ulcer/infection of his right eye. Despite the continued treatment and numerous adjustments made to his antibiotic regimen, nothing has helped.

46. Mr. Suarez has suffered permanent damage to his right cornea and is now almost completely blind in that eye. Mr. Suarez's visual acuity in his right eye decreased from 20/30, which was noted in October 2022, to 20/350 because of the *pseudomonas aeruginosa* infection.

47. He is scheduled to undergo a corneal transplant, if possible, on June 6, 2023, with hopes of restoring vision in his right eye. However, if the procedure cannot be performed or is unsuccessful, Mr. Suarez will likely need to have his eye enucleated to avoid the risk of the infection spreading systematically creating a life-threatening condition.

48. As a direct and proximate result of the conduct of the Defendants in manufacturing, importing, compounding, assembling, packaging, distributing, supplying, and marketing of the contaminated EzriCare Artificial Tears, Mr. Suarez has been permanently injured both physically and emotionally. He now leads a difficult life that is markedly differing from what he had been accustomed to.

COUNT 1

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. STRICT LIABILITY – MANUFACTURING DEFECT

49. The Plaintiffs adopts and reallege paragraphs 1 through 48 and further allege:

50. Defendant Global researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

51. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Global was defective because of a manufacturing defect.

52. The product reached Mr. Suarez in an unreasonably dangerous condition.

53. The product reached Mr. Suarez without substantial change affecting its condition.

54. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

55. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damages as alleged in detail below.

COUNT 2

CLAIM AGAINST DEFENDANT EZRICARE, LLC STRICT LIABILITY – MANUFACTURING DEFECT

56. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

57. Defendant EzriCare researched, developed, designed, tested, manufactured,

inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

58. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant EzriCare was defective because of a manufacturing defect.

59. The product reached Mr. Suarez in an unreasonably dangerous condition.

60. The product reached Mr. Suarez without substantial change affecting its condition.

61. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

62. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damages as alleged in detail below.

COUNT 3

CLAIM AGAINST DEFENDANT EZRIRX, LLC
STRICT LIABILITY – MANUFACTURING DEFECT

63. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

64. Defendant EzriRx researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

65. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant EzriRx was defective because of a manufacturing defect.

66. The product reached Mr. Suarez in an unreasonably dangerous condition.

67. The product reached Mr. Suarez without substantial change affecting its condition.

68. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

69. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damages as alleged in detail below.

COUNT 4

CLAIM AGAINST DEFENDANT ARU PHARMA, INC.
STRICT LIABILITY – MANUFACTURING DEFECT

70. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

71. Defendant Aru researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

72. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Aru was defective because of a manufacturing defect.

73. The product reached Mr. Suarez in an unreasonably dangerous condition.

74. The product reached Mr. Suarez without substantial change affecting its condition.

75. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not

contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

76. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damages as alleged in detail below.

COUNT 5

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC STRICT LIABILITY – MANUFACTURING DEFECT

77. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

78. Defendant Leon researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

79. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Leon was defective because of a manufacturing defect.

80. The product reached Mr. Suarez in an unreasonably dangerous condition.

81. The product reached Mr. Suarez without substantial change affecting its condition.

82. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

83. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damage as alleged in detail below.

COUNT 6

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC., d/b/a LEON MEDICAL CENTER HEALTH PLANS STRICT LIABILITY – MANUFACTURING DEFECT

84. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

85. Defendant HealthSpring researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the EzriCare Artificial Tears product and therefore had a duty to create a product that was not defective.

86. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant HealthSpring was defective because of a manufacturing defect.

87. The product reached Mr. Suarez in an unreasonably dangerous condition.

88. The product reached Mr. Suarez without substantial change affecting its condition.

89. The product was unreasonably dangerous because of a manufacturing defect because it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design was intended to be sterile and not contaminated with *pseudomonas aeruginosa* bacteria that can cause severe infections, leading to life-threatening complications.

90. The Defendant's defective product directly and proximately caused Plaintiff Mr. Suarez permanent damage as alleged in detail below.

COUNT 7

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. STRICT LIABILITY – DESIGN DEFECT

91. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

92. Defendant Global researched, developed, designed, tested, manufactured,

inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

93. The product is defective because it was in a condition unreasonably dangerous to Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Global.

94. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Global.

95. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

96. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth, outweighs the potential benefits of exclusion.

97. Defendant Global, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage as set forth below.

COUNT 8

CLAIM AGAINST DEFENDANT EZRICARE, LLC
STRICT LIABILITY – DESIGN DEFECT

98. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

99. Defendant EzriCare researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

100. The product is defective because it was in a condition unreasonably dangerous to

Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant EzriCare.

101. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant EzriCare.

102. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

103. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth, outweighs the potential benefits of exclusion.

104. Defendant EzriCare, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage and he claims the damages set forth below.

COUNT 9

CLAIM AGAINST DEFENDANT EZRIRX, LLC
STRICT LIABILITY – DESIGN DEFECT

105. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

106. Defendant EzriRx researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

107. The product is defective because it was in a condition unreasonably dangerous to Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant EzriRx.

108. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant EzriRx.

109. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

110. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth, outweighs the potential benefits of exclusion.

111. Defendant EzriRx, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage and he claims the damages set forth below.

COUNT 10

CLAIM AGAINST DEFENDANT ARU PHARMA, INC.
STRICT LIABILITY – DESIGN DEFECT

112. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

113. Defendant Aru researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

114. The product is defective because it was in a condition unreasonably dangerous to Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Aru.

115. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Aru.

116. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

117. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth,

outweighs the potential benefits of exclusion.

118. Defendant Aru, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage and he claims the damages set forth below.

COUNT 11

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC
STRICT LIABILITY – DESIGN DEFECT

119. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

120. Defendant Leon researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

121. The product is defective because it was in a condition unreasonably dangerous to Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Leon.

122. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Leon.

123. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

124. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth, outweighs the potential benefits of exclusion.

125. Defendant Leon, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage and he claims the damages set forth below.

COUNT 12

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS STRICT LIABILITY – DESIGN DEFECT

126. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

127. Defendant HealthSpring researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Plaintiff Mr. Suarez, and therefore had a duty to create a product that was not defective.

128. The product is defective because it was in a condition unreasonably dangerous to Plaintiff Mr. Suarez when created, designed, manufactured, distributed, sold, and/or supplied by Defendant HealthSpring.

129. The product reached Mr. Suarez without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant HealthSpring.

130. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Mr. Suarez.

131. The product's risk of danger in the design, by not including preservatives in multiuse bottles, which is discouraged by the FDA because it can enable bacteria growth, outweighs the potential benefits of exclusion.

132. Defendant HealthSpring, through the defective product, directly and proximately caused Plaintiff Mr. Suarez serious permanent damage and he claims the damages set forth below.

COUNT 13

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. STRICT LIABILITY – FAILURE TO WARN

133. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

134. Defendant Global researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

135. The product was under the control of Defendant Global and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

136. Defendant Global had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears product yet failed to do so.

137. Defendant Global downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

138. The product was defective and unreasonably dangerous when it left the possession of Defendant Global in that it contained warnings insufficient to alert Mr. Suarez to the dangerous risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their artificial tears were contaminated with a dangerous and deadly bacterium, Defendant Global still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

139. The product reached Mr. Suarez without substantial change affecting that condition after creation design manufacture, distribution, sale, and/or supply by Defendant Global.

140. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Global by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product unreasonably dangerous.

141. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant Global.

142. Plaintiff Mr. Suarez did not have the same knowledge as Defendant Global, and no adequate warning was communicated to him.

143. As a direct and proximate consequence of Defendant Global's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 14

CLAIM AGAINST DEFENDANT EZRICARE, LLC
STRICT LIABILITY – FAILURE TO WARN

144. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

145. Defendant EzriCare researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

146. The product was under the control of Defendant EzriCare and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

147. Defendant EzriCare had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears

product yet failed to do so.

148. Defendant EzriCare downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

149. The product was defective and unreasonably dangerous when it left the possession of Defendant EzriCare in that it contained warnings insufficient to alert Mr. Suarez to the dangerous risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their artificial tears were contaminated with a dangerous and deadly bacterium, Defendant EzriCare still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

150. The product reached Mr. Suarez without substantial change affecting that condition after creation design manufacture, distribution, sale, and/or supply by Defendant EzriCare.

151. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant EzriCare by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product unreasonably dangerous.

152. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant EzriCare.

153. Plaintiff Mr. Suarez did not have the same knowledge as Defendant EzriCare, and no adequate warning was communicated to him.

154. As a direct and proximate consequence of Defendant EzriCare's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 15

CLAIM AGAINST DEFENDANT EZRIRX, LLC
STRICT LIABILITY – FAILURE TO WARN

155. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

156. Defendant EzriRx researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

157. The product was under the control of Defendant EzriRx and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

158. Defendant EzriRx had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears product yet failed to do so.

159. Defendant EzriRx downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

160. The product was defective and unreasonably dangerous when it left the possession of Defendant EzriRx in that it contained warnings insufficient to alert Mr. Suarez to the dangerous risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their

artificial tears were contaminated with a dangerous and deadly bacterium, Defendant EzriRx still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

161. The product reached Mr. Suarez without substantial change affecting that condition after creation design manufacture, distribution, sale, and/or supply by Defendant EzriRx.

162. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant EzriRx by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product unreasonably dangerous.

163. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant EzriRx.

164. Plaintiff Mr. Suarez did not have the same knowledge as Defendant EzriRx, and no adequate warning was communicated to him.

165. As a direct and proximate consequence of Defendant EzriRx's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 16

CLAIM AGAINST DEFENDANT ARU PHARMA, LLC
STRICT LIABILITY – FAILURE TO WARN

166. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

167. Defendant Aru researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

168. The product was under the control of Defendant Aru and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

169. Defendant Aru had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears product yet failed to do so.

170. Defendant Aru downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

171. The product was defective and unreasonably dangerous when it left the possession of Defendant Aru in that it contained warnings insufficient to alert Mr. Suarez to the dangerous risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their artificial tears were contaminated with a dangerous and deadly bacterium, Defendant Aru still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

172. The product reached Mr. Suarez without substantial change affecting that condition after creation design manufacture, distribution, sale, and/or supply by Defendant Aru.

173. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Aru by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product

unreasonably dangerous.

174. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant Aru.

175. Plaintiff Mr. Suarez did not have the same knowledge as Defendant Aru, and no adequate warning was communicated to him.

176. As a direct and proximate consequence of Defendant Aru's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 17

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC
STRICT LIABILITY – FAILURE TO WARN

177. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

178. Defendant Leon researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

179. The product was under the control of Defendant Leon and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

180. Defendant Leon had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears product yet failed to do so.

181. Defendant Leon downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

182. The product was defective and unreasonably dangerous when it left the possession of Defendant Leon in that it contained warnings insufficient to alert Mr. Suarez to the dangerous

risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their artificial tears were contaminated with a dangerous and deadly bacterium, Defendant Leon still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

183. The product reached Mr. Suarez without substantial change affecting that condition after creation design manufacture, distribution, sale, and/or supply by Defendant Leon.

184. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Leon by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product unreasonably dangerous.

185. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant Leon.

186. Plaintiff Mr. Suarez did not have the same knowledge as Defendant Leon, and no adequate warning was communicated to him.

187. As a direct and proximate consequence of Defendant Leon's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 18

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS STRICT LIABILITY – FAILURE TO WARN

188. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

189. Defendant HealthSpring researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty to warn of the risks associated with the use of the product.

190. The product was under the control of Defendant HealthSpring and was unaccompanied by appropriate warnings regarding the risk of developing severe infections. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Mr. Suarez.

191. Defendant HealthSpring had a duty to warn Plaintiff Mr. Suarez about the dangers of the presence of *pseudomonas aeruginosa* bacteria in the contaminated EzriCare Artificial Tears product yet failed to do so.

192. Defendant HealthSpring downplayed the potential serious and dangerous side effects of the contaminated product to encourage the sale of the product.

193. The product was defective and unreasonably dangerous when it left the possession of Defendant HealthSpring in that it contained warnings insufficient to alert Mr. Suarez to the dangerous risks and reactions associated with it, including, but not limited to severe infections. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution. Even though the Defendant knew or should have known the risks associated with the product, specifically that their artificial tears were contaminated with a dangerous and deadly bacterium, Defendant HealthSpring still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

194. The product reached Mr. Suarez without substantial change affecting that condition

after creation design manufacture, distribution, sale, and/or supply by Defendant HealthSpring.

195. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant HealthSpring by providing reasonable instructions or warnings about the high likelihood of adverse events such as infections, pain, and damage to the eyes via the contaminated product and the failure to provide those instruction or warnings makes the product unreasonably dangerous.

196. Plaintiff Mr. Suarez used the product in the manner as indicated by Defendant HealthSpring.

197. Plaintiff Mr. Suarez did not have the same knowledge as Defendant HealthSpring, and no adequate warning was communicated to him.

198. As a direct and proximate consequence of Defendant HealthSpring's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as alleged in detail below.

COUNT 19

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. NEGLIGENCE - PRODUCT LIABILITY

199. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

200. Defendant Global researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

201. Notwithstanding this duty of care, Defendant Global breached its duty of care to

Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

202. As a direct and proximate consequence of Defendant Global's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage, as described in detail below.

COUNT 20

CLAIM AGAINST DEFENDANT EZRICARE, LLC
NEGLIGENCE - PRODUCT LIABILITY

203. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

204. Defendant EzriCare researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

205. Notwithstanding this duty of care, Defendant EzriCare breached its duty of care to Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and

rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous

side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

206. As a direct and proximate consequence of Defendant EzriCare's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage, as described in detail below.

COUNT 21

CLAIM AGAINST DEFENDANT EZRIRX, LLC
NEGLIGENCE - PRODUCT LIABILITY

207. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

208. Defendant EzriRx researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

209. Notwithstanding this duty of care, Defendant EzriRx breached its duty of care to Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of

EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated

product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

210. As a direct and proximate consequence of Defendant EzriRx's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage as described in detail below.

COUNT 22

CLAIM AGAINST DEFENDANT ARU PHARMA, LLC
NEGLIGENCE - PRODUCT LIABILITY

211. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

212. Defendant Aru researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

213. Notwithstanding this duty of care, Defendant Aru breached its duty of care to Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the

employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

214. As a direct and proximate consequence of Defendant Aru's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage, as described in detail below.

COUNT 23

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC
NEGLIGENCE - PRODUCT LIABILITY

215. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

216. Defendant Leon researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

217. Notwithstanding this duty of care, Defendant Leon breached its duty of care to Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale

of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

218. As a direct and proximate consequence of Defendant Leon's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage, as described in detail

below.

COUNT 24

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS NEGLIGENCE - PRODUCT LIABILITY

219. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

220. Defendant HealthSpring researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Mr. Suarez, and therefore had a duty of reasonable care to Mr. Suarez, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and/or supplier would use under like circumstances.

221. Notwithstanding this duty of care, Defendant HealthSpring breached its duty of care to Mr. Suarez in the following ways:

a. Negligently failing to manufacture a product safe for consumers that was not adulterated or contaminated with, *pseudomonas aeruginosa*, a dangerous and rare pathogen;

b. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with Defendant's operating standards;

c. Negligently failing to properly supervise, train or monitor its employees, or the employees of its agents or subcontractors, engaged in the preparation of EzriCare Artificial Tears, to ensure compliance with all applicable health and safety regulations;

d. Negligently failing to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling and sale of the EzriCare Artificial Tears product, including all applicable local, state, and federal health and safety regulations;

e. Negligently violating federal, state, and local safety regulations in its

manufacturing, distribution and sale of the contaminated EzriCare Artificial Tears product;

f. Negligently violating Defendant's current good manufacturing practices (CGMP), including the lack of appropriate microbial testing, formulation issues, and lack of proper controls concerning tamper-evident packaging;

g. Negligently failing to thoroughly and regularly inspect its facility to determine whether it was reasonably safe and appropriate for manufacturing and preparing EzriCare Artificial Tears multidose bottles in bulk;

h. Negligently failing to have inspections over a period of time to assure uniformity in the performance of the facility;

i. Negligently failing to conduct appropriate due diligence on its sources for the product and the product's component parts;

j. Negligently failing to implement and enforce appropriate controls to ensure the safety and sterility of the product;

k. Negligently allowing the product to remain in the market and stream of commerce notwithstanding that it knew or should have known about adverse effects associated with the contaminated product;

l. Negligently failing to conduct appropriate follow up research on patients to determine safety of the product;

m. Negligently failing to warn Plaintiff Mr. Suarez of the serious and dangerous side effects of the contaminated product to encourage sales of the product;

n. Negligently failing to warn Plaintiff Mr. Suarez of the risk, incidence, symptoms, scope, or severity of the injuries produced by the contaminated product to Mr. Suarez;

o. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as infections, vision loss, and death; and

p. Other negligent failures as determined in discovery.

222. As a direct and proximate consequence of Defendant HealthSpring's actions, omissions, and misrepresentations, Plaintiff Mr. Suarez suffered permanent damage, as described in detail below.

COUNT 25

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. EXPRESS WARRANTY

223. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

224. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Global was defective because it did not conform to representations of fact made by Defendant Global, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

225. Defendant Global represented the fact that the EzriCare Artificial Tears were safe, fit for the purposes intended, that they were of merchantable quality, and that they did not pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

226. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

227. Manufacturing, distributing, selling, and supplying a product with an express promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant Global and expertise not possessed by Defendant Global.

228. Defendant Global breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

229. Defendant Global knew or should have known that the product did not conform to

its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

230. Defendant Global received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

231. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damage as alleged in detail below.

COUNT 26

CLAIM AGAINST DEFENDANT EZRICARE, LLC
EXPRESS WARRANTY

232. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

233. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant EzriCare was defective because it did not conform to representations of fact made by Defendant EzriCare, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

234. Defendant EzriCare represented the fact that the EzriCare Artificial Tears were safe, fit for the purposes intended, that they were of merchantable quality, and that they did not pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

235. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

236. Manufacturing, distributing, selling, and supplying a product with an express

promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant EzriCare and expertise not possessed by Defendant EzriCare.

237. Defendant EzriCare breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

238. Defendant EzriCare knew or should have known that the product did not conform to its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

239. Defendant EzriCare received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

240. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 27

CLAIM AGAINST DEFENDANT EZRIRX, LLC
EXPRESS WARRANTY

241. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

242. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant EzriRx was defective because it did not conform to representations of fact made by Defendant EzriRx, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

243. Defendant EzriRx represented the fact that the EzriCare Artificial Tears were safe,

fit for the purposes intended, that they were of merchantable quality, and that they did not pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

244. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

245. Manufacturing, distributing, selling, and supplying a product with an express promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant EzriRx and expertise not possessed by Defendant EzriRx.

246. Defendant EzriRx breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

247. Defendant EzriRx knew or should have known that the product did not conform to its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

248. Defendant EzriRx received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

249. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 28

CLAIM AGAINST DEFENDANT ARU PHARMA, LLC
EXPRESS WARRANTY

250. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

251. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Aru was defective because it did not conform to representations of fact made by Defendant Aru, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

252. Defendant Aru represented the fact that the EzriCare Artificial Tears were safe, fit for the purposes intended, that they were of merchantable quality, and that they did not pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

253. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

254. Manufacturing, distributing, selling, and supplying a product with an express promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant Aru and expertise not possessed by Defendant Aru.

255. Defendant Aru breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

256. Defendant Aru knew or should have known that the product did not conform to its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

257. Defendant Aru received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

258. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 29

CLAIM AGAINST DEFENDANT LEON COUNTY MEDICAL CENTERS, LLC
EXPRESS WARRANTY

259. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

260. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Leon was defective because it did not conform to representations of fact made by Defendant Leon, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

261. Defendant Leon represented the fact that the EzriCare Artificial Tears were safe, fit for the purposes intended, that they were of merchantable quality, and that they did not pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

262. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

263. Manufacturing, distributing, selling, and supplying a product with an express promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant Leon and expertise not possessed by Defendant Leon.

264. Defendant Leon breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

265. Defendant Leon knew or should have known that the product did not conform to its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

266. Defendant Leon received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

267. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 30

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS EXPRESS WARRANTY

268. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

269. The product inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant HealthSpring was defective because it did not conform to representations of fact made by Defendant HealthSpring, orally and in writing, through its employees and agents, in connection with the transaction on which Plaintiff Mr. Suarez relied in the use of the product.

270. Defendant HealthSpring represented the fact that the EzriCare Artificial Tears were safe, fit for the purposes intended, that they were of merchantable quality, and that they did not

pose significant and dangerous health risks. Moreover, the labeling on the EzriCare Artificial Tears product represents that the use of these artificial tears serves to protect the eye from dryness and/or irritation and that the product is safe for use in the consumer's eye.

271. Such statements constitute an affirmation of fact or promise or a description of the product as being safe, sterile and not posing serious health risks.

272. Manufacturing, distributing, selling, and supplying a product with an express promise that the product is safe to be used in one's eyes requires safeguards not taken by Defendant HealthSpring and expertise not possessed by Defendant HealthSpring.

273. Defendant HealthSpring breached these express warranties because the EzriCare Artificial Tears product was not safe. Instead, the contaminated product poses serious and dangerous health risks because multiple lots across the country were contaminated with *pseudomonas aeruginosa*—a dangerous, drug resistant and deadly bacteria.

274. Defendant HealthSpring knew or should have known that the product did not conform to its express warranties and representations and that, in fact, it was contaminated with a deadly pathogen known to cause severe human infection.

275. Defendant HealthSpring received notice of the breach of warranty when it became aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

276. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 31

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. IMPLIED WARRANTY OF MERCHANTABILITY

277. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

278. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Global

279. As a matter of fact, the product is not fit for use as a product for any purpose.

280. The product was defective for the use intended by Defendant Global, namely, to protect the eye from dryness and/or irritation.

281. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Global.

282. Plaintiff Mr. Suarez justifiably relied on Defendant Global's representations about the product when agreeing to use the product to treat his dry eyes.

283. Defendant Global received notice of the breach of warranty when it was made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

284. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 32

CLAIM AGAINST DEFENDANT EZRICARE, LLC
IMPLIED WARRANTY OF MERCHANTABILITY

285. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

286. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant EzriCare.

287. As a matter of fact, the product is not fit for use as a product for any purpose.

288. The product was defective for the use intended by Defendant EzriCare, namely, to protect the eye from dryness and/or irritation.

289. Privity of contract exists between Plaintiff Mr. Suarez and Defendant EzriCare.

290. Plaintiff Mr. Suarez justifiably relied on Defendant EzriCare's representations

about the product when agreeing to use the product to treat his dry eyes.

291. Defendant EzriCare received notice of the breach of warranty when it was made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

292. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 33

CLAIM AGAINST DEFENDANT EZRIRX, LLC
IMPLIED WARRANTY OF MERCHANTABILITY

293. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

294. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant EzriRx.

295. As a matter of fact, the product is not fit for use as a product for any purpose.

296. The product was defective for the use intended by Defendant EzriRx, namely, to protect the eye from dryness and/or irritation.

297. Privity of contract exists between Plaintiff Mr. Suarez and Defendant EzriRx.

298. Plaintiff Mr. Suarez justifiably relied on Defendant EzriRx's representations about the product when agreeing to use the product to treat his dry eyes.

299. Defendant EzriRx received notice of the breach of warranty when it was made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

300. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 34

CLAIM AGAINST DEFENDANT ARU PHARMA, LLC
IMPLIED WARRANTY OF MERCHANTABILITY

301. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

302. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Aru.

303. As a matter of fact, the product is not fit for use as a product for any purpose.

304. The product was defective for the use intended by Defendant Aru, namely, to protect the eye from dryness and/or irritation.

305. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Aru.

306. Plaintiff Mr. Suarez justifiably relied on Defendant Aru's representations about the product when agreeing to use the product to treat his dry eyes.

307. Defendant Aru received notice of the breach of warranty when it was made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

308. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 35

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC
IMPLIED WARRANTY OF MERCHANTABILITY

309. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

310. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Leon.

311. As a matter of fact, the product is not fit for use as a product for any purpose.

312. The product was defective for the use intended by Defendant Leon, namely, to protect the eye from dryness and/or irritation.

313. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Leon.

314. Plaintiff Mr. Suarez justifiably relied on Defendant Leon's representations about the product when agreeing to use the product to treat his dry eyes.

315. Defendant Leon received notice of the breach of warranty when it was made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

316. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 36

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS IMPLIED WARRANTY OF MERCHANTABILITY

317. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

318. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant HealthSpring.

319. As a matter of fact, the product is not fit for use as a product for any purpose.

320. The product was defective for the use intended by Defendant HealthSpring, namely, to protect the eye from dryness and/or irritation.

321. Privity of contract exists between Plaintiff Mr. Suarez and Defendant HealthSpring.

322. Plaintiff Mr. Suarez justifiably relied on Defendant HealthSpring's representations about the product when agreeing to use the product to treat his dry eyes.

323. Defendant HealthSpring received notice of the breach of warranty when it was

made aware of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

324. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 37

CLAIM AGAINST DEFENDANT GLOBAL PHARMA HEALTHCARE PRIVATE LTD. IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

325. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

326. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Global knowingly sold the product and for which, in reliance on the judgment of Defendant Global, the Plaintiff Mr. Suarez purchased the product.

327. Defendant Global knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

328. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Global.

329. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

330. Defendant Global received notice of the breach of warranty when it learned of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

331. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 38

CLAIM AGAINST DEFENDANT EZRICARE, LLC
IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

332. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

333. The product was defective because it was not reasonably fit for the specific purpose for which Defendant EzriCare knowingly sold the product and for which, in reliance on the judgment of Defendant EzriCare, the Plaintiff Mr. Suarez purchased the product.

334. Defendant EzriCare knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

335. Privity of contract exists between Plaintiff Mr. Suarez and Defendant EzriCare.

336. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

337. Defendant EzriCare received notice of the breach of warranty when it learned of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

338. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 39

CLAIM AGAINST DEFENDANT EZRIRX, LLC
IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

339. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

340. The product was defective because it was not reasonably fit for the specific purpose

for which Defendant EzriRx knowingly sold the product and for which, in reliance on the judgment of Defendant EzriRx, the Plaintiff Mr. Suarez purchased the product.

341. Defendant EzriRx knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

342. Privity of contract exists between Plaintiff Mr. Suarez and Defendant EzriRx.

343. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

344. Defendant EzriRx received notice of the breach of warranty when it learned of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

345. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 40

CLAIM AGAINST DEFENDANT ARU PHARMA, LLC
IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

346. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

347. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Aru knowingly sold the product and for which, in reliance on the judgment of Defendant Aru, the Plaintiff Mr. Suarez purchased the product.

348. Defendant Aru knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

349. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Aru.

350. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

351. Defendant Aru received notice of the breach of warranty when it learned of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

352. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 41

CLAIM AGAINST DEFENDANT LEON MEDICAL CENTERS, LLC
IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

353. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

354. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Leon knowingly sold the product and for which, in reliance on the judgment of Defendant Leon, the Plaintiff Mr. Suarez purchased the product.

355. Defendant Leon knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

356. Privity of contract exists between Plaintiff Mr. Suarez and Defendant Leon.

357. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

358. Defendant Leon received notice of the breach of warranty when it learned of the

CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

359. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

COUNT 42

CLAIM AGAINST DEFENDANT HEALTHSPRING OF FLORIDA, INC. d/b/a LEON MEDICAL CENTERS HEALTH PLANS IMPLIED WARRANTY – FITNESS FOR A PARTICULAR PURPOSE

360. The Plaintiffs adopt and reallege paragraphs 1 through 48 and further allege:

361. The product was defective because it was not reasonably fit for the specific purpose for which Defendant HealthSpring knowingly sold the product and for which, in reliance on the judgment of Defendant HealthSpring, the Plaintiff Mr. Suarez purchased the product.

362. Defendant HealthSpring knowingly manufactured, distributed, supplied, sold and/or promoted EzriCare Artificial Tears for the specific purpose of protecting and relieving consumers' eyes from dryness and/or irritation.

363. Privity of contract exists between Plaintiff Mr. Suarez and Defendant HealthSpring.

364. The product did not treat the Plaintiff's eye dryness or irritation. The product, instead, introduced a dangerous pathogen into Plaintiff's eyes, leading to a severe, potentially life-threatening, infection, which has caused permanent damage to his cornea and vision loss.

365. Defendant HealthSpring received notice of the breach of warranty when it learned of the CDC's ongoing investigation and the reported outbreak of *pseudomonas aeruginosa* associated with EzriCare Artificial Tears.

366. As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mr. Suarez sustained serious permanent damages as alleged in detail below.

DAMAGES CLAIMED BY ARTURO SUAREZ

367. The Plaintiff, as a direct and proximate result of the Defendants alleged above, has in the past and will in the future continue to suffer the following damages:

a. Bodily injury;

b. Pain and suffering;

c. Disability;

d. Disfigurement;

e. Loss of the capacity for the enjoyment of life;

f. Aggravation of pre-existing conditions;

g. Medical and hospital care and expenses;

h. Warranty damages;

i. Out of pocket expenses;

j. Rehabilitation expenses; and

k. Mental distress.

CLAIM OF SPOUSE, ESPERANZA VELENZUELA

368. As a direct and proximate result of the negligence, failures, misrepresentations, omissions of the Defendants that caused injury to Arturo Suarez, Plaintiff Esperanza Velenzuela has in the past, and in the future, will continue to suffer the loss of consortium of her husband and the loss of his services, comfort, society, and attentions, and has become indebted for his medical expenses in the past and in the future.

WHEREFORE, Plaintiffs demand judgment against Defendants for damages in an amount in excess of the jurisdictional limits of this Court exclusive of interest and costs, and all such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

369. The Plaintiffs demand trial by jury of all issues triable as of right.

Dated this 6th of June, 2023.

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FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

ARTURO SUAREZ, ESPERANZA VELENZUELA
Plaintiff

Case # _____
Judge _____

vs.

GLOBAL PHARMA HEALTHCARE PRIVATE LTD., ET AL, EZRICARE, LLC, EZRIRX, LLC, LEON MEDICAL CENTERS, LLC, HEALTHSPRING OF FLORIDA, INC., ARU PHARMA, INC.
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

☐ $8,000 or less
☐ $8,001 - $30,000
☐ $30,001- $50,000
☐ $50,001- $75,000
☐ $75,001 - $100,000
☒ over $100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

☐ Condominium
☐ Contracts and indebtedness
☐ Eminent domain
☐ Auto negligence
☐ Negligence—other
    ☐ Business governance
    ☐ Business torts
    ☐ Environmental/Toxic tort
    ☐ Third party indemnification
    ☐ Construction defect
    ☐ Mass tort
    ☐ Negligent security
    ☐ Nursing home negligence
    ☐ Premises liability—commercial
    ☐ Premises liability—residential
☒ Products liability
☐ Real Property/Mortgage foreclosure
    ☐ Commercial foreclosure
    ☐ Homestead residential foreclosure
    ☐ Non-homestead residential foreclosure
    ☐ Other real property actions

☐Professional malpractice
    ☐ Malpractice—business
    ☐ Malpractice—medical
    ☐ Malpractice—other professional
☐ Other
    ☐ Antitrust/Trade regulation
    ☐ Business transactions
    ☐ Constitutional challenge—statute or ordinance
    ☐ Constitutional challenge—proposed amendment
    ☐ Corporate trusts
    ☐ Discrimination—employment or other
    ☐ Insurance claims
    ☐ Intellectual property
    ☐ Libel/Slander
    ☐ Shareholder derivative action
    ☐ Securities litigation
    ☐ Trade secrets
    ☐ Trust litigation

COUNTY CIVIL

☐ Small Claims up to $8,000
☐ Civil
☐ Real property/Mortgage foreclosure

☐ Replevins
☐ Evictions
    ☐ Residential Evictions
    ☐ Non-residential Evictions
☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):
☒ Monetary;
☐ Nonmonetary declaratory or injunctive relief;
☐ Punitive

V. NUMBER OF CAUSES OF ACTION: [ ]
(Specify)

42

VI. IS THIS CASE A CLASS ACTION LAWSUIT?
☐ yes
☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?
☒ no
☐ yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?
☐ yes
☒ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?
☐ yes
☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Natasha Cortes — Fla. Bar # 389020
Attorney or party — (Bar # if attorney)

Natasha Cortes — 06/07/2023
(type or print name) — Date