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Superior Court of California
County of Fresno
By: I. Herrera, Deputy

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF FRESNO**

18 BOB BALSEY; MATEO SALVADORE
19 SANCHEZ, a minor, by and through his
20 Guardian ad Litem, ANA ESPINOSA
21 SANCHEZ; CLINTON KNEELAND;
22 DEBBIE KROEKER; SCOT KROEKER;

23 Plaintiffs;

24 vs.

25 CLOVIS COMMUNITY MEDICAL
26 CENTER; and DOES 1-150,

27 Defendants.

28 [22CECG02774](#)

Case No.:
Assigned for all Purposed to Dept.
The Honorable
[Unlimited Civil Case]

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

Trial Date: Not yet assigned

29 COMES NOW Plaintiffs, BOB BALSEY; MATEO SALVADORE SANCHEZ, a minor,
30 by and through his Guardian ad Litem, ANA ESPINOSA SANCHEZ; CLINTON KNEELAND;
31 DEBBIE KROEKER; SCOT KROEKER; (Cumulatively "Plaintiffs"), who complain against
32 Defendants, and each of them, hereby allege, based upon information and belief, the following:

PARTIES

1
2 1. Plaintiff, BOB BALSEY, is and was at all times relevant to this action a resident
3 of County of Fresno, State of California; and is a successor in interest to decedent Susan Balsey.

4 2. Plaintiff, MATEO SALVADORE SANCHEZ, a minor, by and through his
5 Guardian ad Litem, ANA ESPINOSA SANCHEZ, is and was at all times relevant to this action a
6 resident of County of Fresno, State of California; and is a successor in interest to decedent
7 Guadalupe Espinosa Gaytan.

8 3. Plaintiff, CLINTON KNEELAND, is and was at all times relevant to this action a
9 resident of County of Fresno, State of California; and is a successor in interest to decedent Judith
10 Kneeland.

11 4. Plaintiff, DEBBIE KROEKER, is and was at all times relevant to this action a
12 resident of County of Fresno, State of California; and is a successor in interest to decedent Bradley
13 Kroeker.

14 5. Plaintiff, SCOT KROEKER, is and was at all times relevant to this action a resident
15 of County of Fresno, State of California; and is a successor in interest to decedent Bradley Kroeker.

16 6. Defendant, CLOVIS COMMUNITY MEDICAL CENTER, is a business entity,
17 form unknown, in the State of California with a principal place of business in the State of
18 California, County of Fresno, where it operated and conducted business at all relevant times stated
19 herein.

20 7. Plaintiffs are ignorant of the true names and capacities of the Defendants sued
21 herein as DOES 1 through 150, inclusive, and therefore sues these defendants by fictitious names.
22 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

23 8. Plaintiffs are informed and believe and thereon alleges that at all times mentioned
24 herein, each of the fictitiously named Defendants is responsible in some manner, along with the
25 named Defendants, for the occurrences herein alleged, and Plaintiffs' damages as herein alleged
26 were legally and proximately caused by the acts and/or omissions of both the named and
27 fictitiously named defendants.

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1 9. Plaintiffs are informed and believes, and thereon alleges, that at all times herein
2 mentioned, the Defendants named in this action, as well as the fictitiously named Defendants, and
3 each of them, were agents and employees of the remaining Defendants, and in doing the things
4 hereinafter complained of, were acting within the course and scope of such agency and/or
5 employment and with the knowledge and consent of the remaining Defendants.

6 **JURISDICTION & VENUE**

7 10. This Court has general subject matter jurisdiction as the inherent authority of the
8 court involved to deal with the case or matter before it. The total amount of damages sought
9 exceeds \$25,000.

10 11. Venue is proper in this judicial district, pursuant to California Code of Civil
11 Procedure § 395. One of more of the Defendants resides within and/or does business within the
12 County of Fresno, and all acts and omissions giving rise to liability are alleged to have occurred
13 in County of Fresno, making this Court the proper venue for Plaintiffs’ claims.

14 **FACTS COMMON TO ALL CAUSES OF ACTION**

15 12. The patient’s right to autonomy in medical decision-making is uniquely
16 fundamental.

17 **Veklury (Remdesivir) and the Medical Deception**

18 13. Remdesivir is a dangerous, experimental drug. During a randomized controlled
19 study published by the New England Journal of Medicine, Remdesivir was pulled from Ebola
20 Controlled Trials because of the high death rates. In this study 53% of the people who received
21 Remdesivir died. The study was funded and/or supported by the NAIAD, the NIH, the WHO, the
22 DHHS, the DARPA arm of the DOD, and of course Gilead Sciences.¹

23 14. Remdesivir is unsafe and ineffective for patients. Veklury® (Remdesivir) is a
24 nucleotide analogue RNA polymerase inhibitor. It causes, among other things, symptoms of lungs
25 filling with fluid, kidney poisoning and other organ damage that are known side-effects of
26
27
28

¹ <https://www.nejm.org/doi/full/10.1056/NEJMoa1910993>

1 Veklury® (Remdesivir).^{2 3} In short, Remdesivir causes the harm it claims to cure. ([Doctor Reveals](#)
2 [Remde--sivir is the Real Cause of COVID-19 Maladies](#)).⁴

3 15. Studies have been published showing a causal connection between Remdesivir and
4 the death of heart cells, heart attacks, and bradycardia with worsening QT interval.⁵⁶

5 16. Remdesivir received Emergency Use Authorization in or around May of 2020,
6 after being recommended by an NIH panel that contained nine individuals with financial ties to
7 its creator, Gilead Sciences.⁷ It is very nearly the equivalent of a death sentence for a COVID
8 patient, or a patient with real Pneumonia (as opposed to the so called “covid pneumonia”).

9 17. As an EUA product it cannot be mandated by law and giving it to a patient against
10 their wishes and without full informed consent amounts to human experimentation in violation of
11 the Nuremburg Code (as codified in 45 CFR 46). Doctors who experimented on humans during
12 the Holocaust without their consent were convicted and executed for crimes against humanity.

13 18. Full informed consent means that patients must be provided with full information
14 about the deadly harm that this dangerous experimental drug causes on its own. They must be
15 told that the only time it was ever tested it was pulled because it killed so many people. They must
16 be told that it may overload their kidneys and cause their lungs to fill up with water. They must
17 be told about all the side effects. They must be advised that they have a 99.97% chance of
18 surviving COVID without Remdesivir, but that the odds of their dying increase exponentially if
19 Remdesivir is administered. They also must be told that their odds of survival take another
20 exponential drop when Remdesivir is combined with intubation.

21 19. Further, they must be told that there are numerous treatments that are almost 100%
22 effective against COVID-19 are very inexpensive and have been tested and prescribed millions of
23 times the world over with virtually no harmful effect. None of the plaintiffs were provided with
24 any of this information, and all of them were given Remdesivir against their wishes as part of a

25 _____
26 ² <https://www.wndnewscenter.org/faucis-deadly-corruption-on-Remdesivir/>

27 ³ <https://principia-scientific.com/doctor-reveals-Remdesivir-is-real-cause-of-covid-19-maladies/>

28 ⁴ <https://principia-scientific.com/doctor-reveals-Remdesivir-is-real-cause-of-covid-19-maladies/>

⁵ <https://pubmed.ncbi.nlm.nih.gov/34643857/>

⁶ <https://pubmed.ncbi.nlm.nih.gov/33240723/>

⁷ <https://covid19treatmentguidelines.nih.gov/panel-financial-disclosure/>

1 protocol designed to harm them and to enrich the hospital. The financial incentives are discussed
2 further herein below.

3 20. Defendants failed their fiduciary duty and acted in concert to intentionally conceal
4 from the decedents, their successors in interest and/or their patient advocates of these critical facts.

5 21. A person of adult years and in sound mind has the right, in the exercise of control
6 over his or her own body, to determine whether or not to submit to lawful medical treatment.

7 22. Healthcare providers, including hospitals, are under a fiduciary duty to disclose all
8 available choices regarding any prescribed course of therapy and of the potential risks of each
9 choice. All information material to a patient's decision to receive or decline a particular medical
10 treatment must be disclosed. A fiduciary must tell its principal of all information it possesses that
11 is material to the principal's interests. In this case, hospital defendant acted by and through staff
12 in concert with other defendants to communicate or conceal pertinent information and the hospital
13 employees assisted in administering the Remdesivir and the Remdesivir Protocol discussed
14 below.

15 23. Healthcare providers must disclose personal interests unrelated to a patient's
16 health, whether research or economic, that may affect the physician's professional judgment.

17 24. It is medically unethical, and a violation of California laws, to administer an
18 unnecessary medical treatment.

19 25. It is medically unethical, and a violation of California laws, to administer a medical
20 treatment without informed consent.

21 **The Remdesivir Protocol**

22 26. The following protocol is being used by Defendants and in hospitals all over the
23 country with minor variations. A patient comes to the hospital often for a problem unrelated to
24 COVID-19. They are told they have COVID-19 or "COVID pneumonia". They are immediately
25 separated from their loved ones, and usually declared to be in ICU, even though they are often
26 just placed in a room. They are told that the deadly Remdesivir is the only available and safe
27 treatment. They are usually told that if they leave the Hospital against "medical advice" they will
28 void their insurance. They are placed on a BiPap machine at a high rate, making it difficult for

1 them to breathe. Their hands are often tied down so they can't take the BiPap machine off their
2 face. After their hands are tied down, and sometimes before, a psychiatrist comes to the room and
3 determines that they are "agitated". This results in the protocol patient being placed on morphine
4 or something similar. Sedating the patient makes it more difficult for them to communicate and
5 more difficult for them to fight the effects of Remdesivir especially as it relates to their ability to
6 breathe against the side effects and against the BiPap machine. Their phone and the signaling
7 instrument for the nurses are typically placed beyond their reach. They are placed on Remdesivir,
8 to the exclusion of Ivermectin (a very safe and truly effective alternative, discussed below), and
9 often things like Benadryl and Tylenol are administered to further dry out their lungs and overload
10 their kidneys. They are denied food and water. They are often intubated after a short period of
11 time on the BiPap machine. They are often placed on other drugs that are contraindicated for use
12 with Remdesivir. It takes a "protocol patient" about nine days to die on average. Defendants
13 implemented these protocols resulting in the deaths of each of the decedents.

14 27. This Remdesivir death protocol hits several specific markers that increase greatly
15 the amount the hospital can bill as well as bringing in a handsome financial reward for the state
16 for each supposed COVID-19 death.

17 28. Ivermectin, by contrast to Remdesivir, is a drug for which the Nobel Prize in
18 Medicine was awarded. Ivermectin is an FDA approved drug and is on the World Health
19 Organization's list of essential medicines. It found efficacy against SARS-COV-2 early on and
20 has been widely used as anti-parasitic since the early 1980's.

21 29. Ivermectin has a decades old safety record as an anti-parasitic, and more recently
22 has been found to have potent anti-viral effects against SARS-COV-2 and multiple other viruses,
23 with multiple mechanisms of action against viral binding, viral replication, and viral-induced
24 inflammation.

25 30. Ivermectin has been proven both safe and effective towards SARS-COV-2, with 69
26 controlled studies demonstrating its efficacy in the prophylaxis and prevention of the contraction
27 of SARS-COV-2, in out-patient early treatment of SARS COV-2 to stop replication of the virus
28 and prevent hospitalization; and in hospitalized patients to decrease in-hospital mortality and

1 morbidity. In fact, the weight of the scientific literature base weighs strongly in favor of Ivermectin
2 for the treatment of SARS-COV-2 and against Remdesivir.

3 31. Ivermectin is listed by the National Institutes of Health under their “Characteristics
4 of Antiviral Agents That Are Approved or Under Evaluation for the Treatment of COVID-19” as
5 the second agent under Remdesivir for use against COVID-19.

6 32. It is a lie to state that the deadly Remdesivir improves a patient’s chances against
7 Covid-19. It is another lie of exclusion not to inform the patient that Ivermectin will make them
8 better in almost every case. These lies are highly incentivized financially as the next section
9 demonstrates. Defendants did not advise the decedents, their successors in interest, their
10 representatives or their patient advocates as the case may be of these critical facts regarding
11 Ivermectin.

12 **Remdesivir Protocol & COVID-19 Financial Incentives**

13 33. Here follows some of the *known* financial incentives to the hospitals and to the
14 state of California for the offering Remdesivir as an exclusive “remedy” and for diagnosing
15 patients with and/or inscribing COVID-19 on the death certificate. We believe that during
16 discovery, additional lucrative incentives will be uncovered.

17 34. The state of California receives \$145,000 in aid for each Covid-19 case from the
18 first 30 billion in CARES Act aid, alone.

19 35. More importantly, it is critical to understand how the rate the hospital can charge
20 (charge rate) varies across 3 categories of Covid-19 diagnosed patients. The categories are (1)
21 Outpatient (2) Noncomplex Inpatient and (3) Complex Inpatient. The average charge amounts by
22 hospitals in California for each category are as follows.

23 Outpatient	\$3,200
24 Inpatient noncomplex	\$111,213
25 Inpatient complex	\$461,780

26 36. All that is required to move an inpatient from noncomplex status to complex status
27 is that the patient be intubated and/or placed in ICU status. By doing either one of these things
28 they get to refer to the inpatient as a “complex” case, resulting in an average charge amount

1 increase of \$458,580 over outpatient treatment, and an average charge amount increase of
2 \$350,567 over noncomplex inpatient.

3 37. In addition, Medicare has provided a unique billing code that permits a 20%
4 NCTAP bonus, collected on the entire bill, provided to Hospitals who offer Remdesivir *as an*
5 *exclusive option*.⁸ It should be noted, and it bears repeating, that the extra 20% bonus incentive is
6 *only* available if the hospital offers Remdesivir *as an exclusive option*. This means that the average
7 complex inpatient charge amount is increased by an additional \$92,356 for a whopping average
8 total of \$554,136.

9 38. In order to capitalize on these remarkable charge amount bonus incentives, the
10 hospital must merely isolate the patient in ICU and/or intubate them before they die, all while (a)
11 denying the truly safe, effective, readily available and inexpensive remedies, and (b) coercing and
12 defrauding the protocol patients that Remdesivir is the only treatment permitted and that it will
13 help them, when the Ebola study indicates it will likely kill more than half of those to whom it is
14 administered. Defendants capitalized on these financial incentives with respect to the treatment
15 of the decedents.

16 **FIRST CAUSE OF ACTION**

17 **FRAUDULENT CONCEALMENT – WRONGFUL DEATH**

18 **(Against All Defendants)**

19 39. Plaintiffs incorporate each of the preceding paragraphs as though fully stated
20 herein.

21 40. Defendants and the decedents, their successors in interest, personal representatives
22 and/or their patient advocates were in a fiduciary relationship between patient and healthcare
23 provider at all relevant times herein. Defendants intentionally failed to disclose certain facts, those
24 stated herein and others, to decedents, their successors in interest, personal representatives and/or
25 their patient advocates. The Defendants intentional failure to disclose pertinent information about
26 the safety and care of the patient was deceptive. The facts withheld from the decedents, their
27 successors in interest, personal representatives and/or their patient advocates are facts the patients

28 ⁸ <https://www.cms.gov/medicare/covid-19/new-covid-19-treatments-add-payment-nctap>

1 could not have discovered on their own. In some instances, the Defendants actually prevented the
2 decedents, their successors in interest, personal representatives and/or their patient advocates
3 from discovering certain pertinent facts.

4 41. The decedents, their successors in interest and/or their patient advocates did not
5 know of the concealed facts.

6 42. Defendants intended to deceive the decedents, their successors in interest, personal
7 representatives and/or their patient advocates by concealing the facts.

8 43. Had the information omitted by Defendants been disclosed, the decedents, their
9 successors in interest, personal representatives and/or their patient advocates reasonably would
10 have behaved differently.

11 44. The decedents, their successors in interest, personal representatives and/or their
12 patient advocates were harmed in the form of economic and non-economic damages.

13 45. Defendants' concealment was a substantial factor in causing Plaintiffs' harm.

14 46. Defendants' conduct was the legal and proximate cause of Plaintiffs' harm.

15 47. Defendants acts of malice, oppression or fraud were base, vile and contemptible
16 making the Defendants liable for punitive damages under Code of Civil Procedure 3294.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF THE ELDER ABUSE AND DEPENDENT ADULT CIVIL**

19 **PROTECTION ACT**

20 **(Against All Defendants)**

21 48. Plaintiffs incorporate each of the preceding paragraphs as though fully stated
22 herein.

23 49. Plaintiffs claim that the decedents identified in paragraphs 1 – 5 above were
24 neglected by the Defendants and/or the Defendants agents and employees in violation of the Elder
25 Abuse and Dependent Adult Civil Protection Act.

26 50. Defendants had a substantial caretaking or custodial relationship with the
27 decedents, involving ongoing responsibility for each decedent's basic needs, which an able-
28 bodied and fully competent adult would ordinarily be capable of managing without assistance.

1 51. Decedents, Susan Balsey and Judith Kneeland, were each 65 years of age or older
2 while in Defendants' care or custody.

3 52. The conduct of Defendants who authorized and/or allowed the administration of
4 Remdesivir to decedents without the knowledge, or informed consent of decedents, their
5 successors in interest, personal representatives and/or their patient advocates, constitutes a battery
6 under Penal Code Section 240 and physical abuse under Welfare and Institutions Code Section
7 15610.63.

8 53. The conduct of Defendants who authorized and/or allowed the administration of
9 medically unnecessary and contraindicated drugs or medications without the knowledge, or
10 informed consent of decedents, their successors in interest, personal representatives and/or their
11 patient advocates, constituted a failure to protect from health and safety hazards, and neglect,
12 under Welfare and Institutions Code Section 15610.57.

13 54. The conduct of Defendants who authorized and/or allowed the administration of
14 medically unnecessary and contraindicated drugs or medications without the knowledge, or
15 informed consent of decedents, their successors in interest, personal representatives and/or their
16 patient advocates, constituted a battery under Penal Code Section 240 and physical abuse under
17 Welfare and Institutions Code Section 15610.63.

18 55. The conduct of all Defendants to this cause of action, in preventing decedents from
19 having physical contact the entire course of hospitalization and until death, constituted neglect
20 under Welfare and Institutions Code Section 15610.57, subdivision (b)(2).

21 56. The conduct of all Defendants to this cause of action, in failing to prevent
22 malnutrition constituted neglect under Welfare and Institutions Code Section 15610.57,
23 subdivision (b)(4).

24 57. Defendants failed to use the degree of care that a reasonable person in the same
25 situation would have used in providing for Susan Balsey and Judith Kneeland's basic needs,
26 including but not limited to, assisting in personal hygiene or in the provision of food, clothing, or
27 shelter; providing medical care for physical and mental health needs; protecting Susan Balsey and
28 Judith Kneeland from health and safety hazards; and preventing malnutrition or dehydration.

1 58. Susan Balsey and Judith Kneeland were harmed and eventually died while in
2 Defendants' care or custody.

3 59. Defendants' conduct was a substantial factor in causing the harm to and death of
4 Susan Balsey and Judith Kneeland.

5 60. Defendants' conduct was the legal and proximate cause of decedent and Plaintiff's
6 harm.

7 61. Defendants acted with recklessness, oppression, fraud and/or malice in neglecting
8 and/or abusing decedents making the Defendants liable for attorney's fees and costs and
9 decedent's pain and suffering.

10 62. Defendants acts of malice, oppression or fraud were base, vile and contemptible
11 making the Defendants liable for punitive damages under Code of Civil Procedure § 3294 and
12 Welfare & Institutions Code § 15657.

13 **THIRD CAUSE OF ACTION**

14 **MEDICAL NEGLIGENCE – WRONGFUL DEATH**

15 **(Against All Defendants)**

16 63. Plaintiffs incorporate each of the preceding paragraphs as though fully stated
17 herein.

18 64. Defendants owed the decedents a duty to use the level of skill, knowledge, and
19 care in diagnosis and treatment that other reasonably careful health care practitioners would use
20 in the same or similar circumstances.

21 65. Defendants breached their duty to the decedents, their successors in interest,
22 personal representatives and/or their patient advocates by failing to provide care and treatment
23 within the standard of care for reasonably careful health care practitioners would use in the same
24 or similar circumstances.

25 66. Defendants breach of duty resulted in harm and death to each of the decedents and
26 harm to Plaintiffs.

27 67. Defendants breach of duty was a substantial factor in causing the harm to and death
28 of the decedents and harm to the Plaintiffs.

1 68. Defendants breach of duty was the legal and proximate cause of the harm to and
2 death of the decedents.

3 **FOURTH CAUSE OF ACTION**

4 **MEDICAL BATTERY – WRONGFUL DEATH**

5 **(Against All Defendants)**

6 69. Plaintiffs incorporate each of the preceding paragraphs as though fully stated
7 herein.

8 70. Defendants performed a medical procedure without decedent, successor in
9 interest, patient advocate, or personal representative’s consent; Defendants performed medical
10 procedures over the objection and refusal of certain medical care by decedents, successors in
11 interest, patient advocates, or personal representatives; and/or Defendants obtained consent for
12 one medical procedure and then performed a substantially different medical procedure.

13 71. Defendants’ medical battery resulted in harm to and death of the decedents and
14 harm to the Plaintiffs.

15 72. Defendants’ medical battery was a substantial factor in causing the harm to and
16 death of the decedents and harm to the Plaintiffs.

17 73. Defendants’ medical battery was the legal and proximate cause of the harm to and
18 death of the decedents and harm to the Plaintiffs.

19 **PRAYER**

20 WHEREFORE, Plaintiffs seek judgment against Defendants, CLOVIS
21 COMMUNITY MEDICAL CENTER and DOES 1-150, inclusive, as set forth in each cause of
22 action, and as follows:

- 23 1. For all actual, consequential and incidental economic damages, including but not
24 limited to loss of earnings, benefits and other compensation, together with prejudgment interest;
- 25 2. For compensatory damages;
- 26 3. For punitive damages;
- 27 4. For reasonable attorney’s fees;

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1 5. For costs of suit incurred; and

2 6. For such further relief as the Court may deem just and proper.

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4 DATED: September 6, 2022

Respectfully Submitted,

5 WATKINS & LETOFSKY, LLP

6 */s/ Daniel R. Watkins*

7 By: _____

Daniel R. Watkins

8 Parisa Fishback

9 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

1 Plaintiffs BOB BALSEY; MATEO SALVADORE SANCHEZ, a minor, by and through
2 his Guardian ad Litem, ANA ESPINOSA SANCHEZ; CLINTON KNEELAND; DEBBIE
3 KROEKER; SCOT KROEKER hereby demand a trial by jury.
4

5 DATED: September 6, 2022

Respectfully Submitted,

WATKINS & LETOFSKY, LLP

/s/ Daniel R. Watkins

By: _____
Daniel R. Watkins
Parisa Fishback
Attorney for Plaintiffs

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12 DTR.056\Pleadings\Complaint.CCMC
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