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

PATSY BADE,
Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO.:

v.

BIOHEART, INC.; US STEM CELL CLINICS, LLC; ALEJANDRO PEREZ, ARNP; SHAREEN GREENBAUM, M.D.

Defendants.
_____/

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

The Plaintiff Patsy Bade sues the Defendants Bioheart, Inc.; US Stem Cell Clinics, LLC; Alejandro Perez, ARNP; and Shareen Greenbaum, M.D., and alleges as follows:

JURISDICTIONAL STATEMENT AND IDENTIFICATION OF THE PARTIES

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

2. Plaintiff Patsy Bade resides in Sarasota County, Florida.

3. Defendant Bioheart, Inc. is a Florida for-profit corporation with a principal place of address of 13794 NW 4th St 212 Sunrise, FL 33325.

4. Defendant US Stem Cell Clinics, LLC is a Florida Limited Liability Company with a principal place of address of 12651 W. Sunrise Blvd. Suite 104 Sunrise, FL 33323.

5. Defendant Alejandro Perez, ARNP is an advanced nurse practitioner who resides in Miami FL.

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6. Defendant Shareen Greenbaum, M.D. is a medical doctor who practices medicine in Hollywood, Florida and Sunrise Florida, and resides in Florida.

FACTS GIVING RISE TO THE ACTIONS

7. The Defendants were in privity with Patsy Bade.

8. The Defendants developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce the product at issue in this case, a product created using liposuction to collect adipose tissue from the Plaintiff and processing this tissue.

9. The Defendants claim they processed this tissue to isolate stem cells.

10. The Defendants intended this product be delivered via needle injection into Patsy Bade's eyes.

11. The Defendants claimed the product, when used through injection into the eyes, would stop the progression of macular degeneration, and created, designed, manufactured, distributed, sold, and supplied the product for that purpose.

12. The product breached the Defendants' express warranties, breached the Defendants' implied warranties of merchantability and fitness for a particular purpose, was defective in design, manufacture, and in its failure to warn Patsy Bade, and was manufactured, designed, and marketed in a negligent manner by the Defendants.

13. The product was injected into Patsy Bade's eyes as directed on June 15, 2015.

14. As a direct and proximate cause of the product, Patsy Bade suffered permanent damage, as alleged in more detail below.

COUNT I
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT BIOHEART, INC.

15. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

16. The product developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Bioheart, Inc. was defective because it did not conform to representations of fact made by Defendant Bioheart, Inc., orally and in writing, through its employees and agents, in connection with the transaction on which Patsy Bade relied in the use of the product.

17. Defendant Bioheart, Inc. represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

18. Despite this representation of fact, no scientific evidence shows that the product provides any benefit for macular degeneration.

19. No peer-reviewed literature shows the product provides any benefit for macular degeneration.

20. The prevailing opinion in the scientific community is that the product cannot provide a benefit for macular degeneration.

21. Creating, designing, manufacturing, distributing, selling, and supplying a product with such an express promise to stop the progression of macular degeneration requires safeguards not taken by Defendant Bioheart, Inc., and expertise not possessed by Defendant Bioheart, Inc.

22. Defendant Bioheart, Inc. knew the product was not capable of treating or stopping the progression of macular degeneration at this stage in product development, but promoted the treatment as such without any evidence to support such promotion.

23. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

24. As a direct and proximate cause of the breach of express warranty alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT II
EXPRESS WARRANTY CLAIM AGAINST
DEFENDANT US STEM CELL CLINICS, LLC

25. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

26. The product developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant US Stem Cell Clinics, LLC was defective because it did not conform to representations of fact made by Defendant US Stem Cell Clinics, LLC, orally and in writing, through its employees and agents, in connection with the transaction on which Patsy Bade

relied in the use of the product.

27. Defendant US Stem Cell Clinics, LLC represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

28. Despite this representation of fact, no scientific evidence shows that the product provides any benefit for macular degeneration.

29. No peer-reviewed literature shows the product provides any benefit for macular degeneration.

30. The prevailing opinion in the scientific community is that the product cannot provide a benefit for macular degeneration.

31. Creating, designing, manufacturing, distributing, selling, and supplying a product with such an express promise to stop the progression of macular degeneration requires safeguards not taken by Defendant US Stem Cell Clinics, LLC, and expertise not possessed by US Stem Cell Clinics, LLC.

32. Defendant US Stem Cell Clinics, LLC knew the product was not capable of treating or stopping the progression of macular degeneration at this stage in product development, but promoted the treatment as such without any evidence to support such promotion.

33. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

34. As a direct and proximate cause of the breach of express warranty alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT III
EXPRESS WARRANTY CLAIM AGAINST
DEFENDANT ALEJANDRO PEREZ, ARNP

35. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

36. The product developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Alejandro Perez, ARNP was defective because it did not conform to representations of fact made by Defendant Alejandro Perez, ARNP, orally and in writing, in connection with the transaction on which Patsy Bade relied in the use of the product.

37. Defendant Alejandro Perez, ARNP represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

38. Despite this representation of fact, no scientific evidence shows that the product provides any benefit for macular degeneration.

39. No peer-reviewed literature shows the product provides any benefit for macular degeneration.

40. The prevailing opinion in the scientific community is that the product cannot provide a benefit for macular degeneration.

41. Creating, designing, manufacturing, distributing, selling, and supplying a product with such an express promise to stop the progression of macular degeneration requires safeguards not taken by Defendant Alejandro Perez, ARNP, and expertise not possessed by Defendant Alejandro Perez,

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ARNP.

42. The product was not capable of treating or stopping the progression of macular degeneration.

43. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

44. As a direct and proximate cause of the breach of express warranty alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT IV
EXPRESS WARRANTY CLAIM AGAINST
DEFENDANT SHAREEN GREENBAUM, M.D.

45. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

46. The product developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by Defendant Shareen Greenbaum, M.D. was defective because it did not conform to representations of fact made by Shareen Greenbaum, M.D., orally and in writing, in connection with the transaction on which Patsy Bade relied in the use of the product.

47. Defendant Shareen Greenbaum, M.D. represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

48. Despite this representation of fact, no scientific evidence shows that the product provides any benefit for macular degeneration.

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49. No peer-reviewed literature shows the product provides any benefit for macular degeneration.

50. The prevailing opinion in the scientific community is that the product cannot provide a benefit for macular degeneration.

51. Creating, designing, manufacturing, distributing, selling, and supplying a product with such an express promise to stop the progression of macular degeneration requires safeguards not taken by Defendant Shareen Greenbaum, M.D., and an expertise not possessed by Shareen Greenbaum, M.D.

52. The product was not capable of treating or stopping the progression of macular degeneration.

53. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

54. As a direct and proximate cause of the breach of express warranty alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT V
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT BIOHEART, INC.

55. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

56. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Bioheart, Inc.

57. The product is not fit for use as a product for any purpose.

58. The product is not fit for the use intended by the Defendant Bioheart, Inc., namely to give a therapeutic benefit and stop the progression of macular degeneration.

59. The product was defective for its intended and reasonably foreseeable uses.

60. Privity of contract exists between Plaintiff Patsy Bade and Defendant Bioheart, Inc.

61. Patsy Bade justifiably relied on the Defendant Bioheart, Inc.'s representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

62. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

63. As a direct and proximate cause of the breach of implied warranty of merchantability alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT VI
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST US STEM CELL CLINICS, LLC

64. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

65. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant US Stem Cell Clinics, LLC.

66. The product is not fit for use as a product for any purpose.

67. The product is not fit for the use intended by the Defendant US Stem Cell Clinics, LLC., namely to give a therapeutic benefit and stop the progression of macular degeneration.

68. The product was defective for its intended and reasonably foreseeable uses.

69. Privity of contract exists between Plaintiff Patsy Bade and Defendant US Stem Cell Clinics, LLC.

70. Patsy Bade justifiably relied on the Defendant US Stem Cell Clinics, LLC's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

71. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

72. As a direct and proximate cause of the breach of implied warranty of merchantability alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT VII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST ALEJANDRO PEREZ, ARNP

73. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

74. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Alejandro Perez, ARNP.

75. The product is not fit for use as a product for any purpose.

76. The product is not fit for the use intended by Defendant Alejandro Perez, ARNP, namely to give a therapeutic benefit and stop the progression of macular degeneration.

77. The product was defective for its intended and reasonably foreseeable uses.

78. Privity of contract exists between Plaintiff Patsy Bade and Defendant Alejandro Perez, ARNP.

79. Patsy Bade justifiably relied on the Defendant Alejandro Perez, ARNP representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

80. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

81. As a direct and proximate cause of the breach of implied warranty of merchantability alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT VIII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

82. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

83. The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Shareen Greenbaum, M.D.

84. The product is not fit for use as a product for any purpose.

85. The product is not fit for the use intended by Defendant Shareen Greenbaum, M.D., namely to give a therapeutic benefit and stop the progression of macular degeneration.

86. The product was defective for its intended and reasonably foreseeable uses.

87. Privity of contract exists between Plaintiff Patsy Bade and Defendant Shareen Greenbaum, M.D.

88. Patsy Bade justifiably relied on the Defendant Shareen Greenbaum, M.D. representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

89. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

90. As a direct and proximate cause of the breach of implied warranty of merchantability alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT XIX
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT BIOHEART, INC.

91. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

92. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Bioheart, Inc. knowingly sold the product and for which, in reliance on the judgment of Defendant Bioheart, Inc. the

Plaintiff Patsy Bade bought the product.

93. The Defendant knowingly manufactured and sold the product for the specific purpose of treating and stopping the progression macular degeneration.

94. Privity of contract exists between Plaintiff Patsy Bade and Defendant Bioheart, Inc.

95. The product did not treat or stop the progression of macular degeneration, nor was it approved for any such use.

96. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

97. As a direct and proximate cause of the breach of implied warranty of fitness for a particular purpose alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT X
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST US STEM CELL CLINICS, LLC

98. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

99. The product was defective because it was not reasonably fit for the specific purpose for which Defendant US Stem Cells Clinics, LLC knowingly sold the product and for which, in reliance on the judgment of Defendant US Stem Cells Clinics, LLC the Plaintiff Patsy Bade bought the product.

100. The Defendant knowingly manufactured and sold the product for the specific purpose of treating and stopping the progression macular

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degeneration.

101. Privity of contract exists between Plaintiff Patsy Bade and Defendant US Stem Cells Clinics, LLC.

102. The product did not treat or stop the progression of macular degeneration, nor was it approved for any such use.

103. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

104. As a direct and proximate cause of the breach of implied warranty of fitness for a particular purpose alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT XI
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST ALEJANDRO PEREZ, ARNP

105. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

106. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Alejandro Perez, ARNP knowingly sold the product and for which, in reliance on the judgment of Defendant Alejandro Perez, ARNP the Plaintiff Patsy Bade bought the product.

107. The Defendant knowingly manufactured and sold the product for the specific purpose of treating and stopping the progression macular degeneration.

108. Privity of contract exists between Plaintiff Patsy Bade and Defendant Alejandro Perez, ARNP.

109. The product did not treat or stop the progression of macular degeneration, nor was it approved for any such use.

110. The Defendant received notice of the breach of warranty when it discovered the condition of Patsy Bade's eyes after receiving the product.

111. As a direct and proximate cause of the breach of implied warranty of fitness for a particular purpose alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT XII
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

112. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

113. The product was defective because it was not reasonably fit for the specific purpose for which Defendant Shareen Greenbaum, M.D. knowingly sold the product and for which, in reliance on the judgment of Defendant Shareen Greenbaum, M.D. Plaintiff Patsy Bade bought the product.

114. The Defendant knowingly manufactured and sold the product for the specific purpose of treating and stopping the progression macular degeneration.

115. Privity of contract exists between Plaintiff Patsy Bade and Defendant Shareen Greenbaum, M.D.

116. The product did not treat or stop the progression of macular degeneration, nor was it approved for any such use.

117. The Defendant received notice of the breach of warranty when it

discovered the condition of Patsy Bade's eyes after receiving the product.

118. As a direct and proximate cause of the breach of implied warranty of fitness for a particular purpose alleged, Patsy Bade sustained serious permanent damages as alleged in detail below.

COUNT XIII
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT BIOHEART, INC.

119. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

120. Defendant Bioheart, Inc. 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

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

122. The product reached Patsy Bade in a condition unreasonably dangerous to Patsy Bade.

123. The product reached Patsy Bade without substantial change affecting its condition.

124. 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 required extreme technical competence in manufacturing stem cells suited for the purpose of injection to treat or stop the acceleration of macular degeneration, and such technical skill was not used for the product at issue.

125. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XIV
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT US STEM CELL CLINICS, LLC

126. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

127. Defendant US Stem Cell Clinics, LLC 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

128. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant US Stem Cell Clinics, LLC was defective because of a manufacturing defect.

129. The product reached Patsy Bade in a condition unreasonably dangerous to Patsy Bade.

130. The product reached Patsy Bade without substantial change affecting its condition.

131. 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 required extreme technical competence in manufacturing stem cells suited for the purpose of injection to treat or stop the acceleration of macular degeneration, and such technical skill was not used for the product at issue.

132. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XV
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT ALEJANDRO PEREZ, ARNP

133. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

134. Defendant Alejandro Perez, ARNP 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

135. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Alejandro Perez, ARNP, was defective because of a manufacturing defect.

136. The product reached Patsy Bade in a condition unreasonably dangerous to Patsy Bade.

137. The product reached Patsy Bade without substantial change

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affecting its condition.

138. 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 required extreme technical competence in manufacturing stem cells suited for the purpose of injection to treat or stop the acceleration of macular degeneration, and such technical skill was not used for the product at issue.

139. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XVI
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

140. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

141. Defendant Shareen Greenbaum, M.D. 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

142. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Shareen Greenbaum, M.D., was defective because of a manufacturing defect.

143. The product reached Patsy Bade in a condition unreasonably

dangerous to Patsy Bade.

144. The product reached Patsy Bade without substantial change affecting its condition.

145. The product was unreasonably dangerous because of a manufacturing defect if it was different from its intended design and failed to perform as safely as the intended design would have performed, since the intended design required extreme technical competence in manufacturing stem cells suited for the purpose of injection to treat or stop the acceleration of macular degeneration, and such technical skill was not used for the product at issue.

146. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XVII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT BIOHEART, INC.

147. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

148. Defendant Bioheart, Inc. 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

149. The product is defective because it was in a condition unreasonably dangerous to Patsy Bade when created, designed,

manufactured, distributed, sold, and/or supplied by Defendant Bioheart, Inc.

150. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Bioheart, Inc.

151. 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 Patsy Bade.

152. The product's risk of danger in the design outweighs the non-existent benefits of a therapy with no evidence of therapeutic value to a reasonable degree of scientific certainty.

153. Defendant Bioheart, Inc., through its defective product, directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XIII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT US STEM CELL CLINICS, LLC

154. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

155. Defendant US Stem Cell Clinics, LLC 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

156. The product is defective because it was in a condition

unreasonably dangerous to Patsy Bade when created, designed, manufactured, distributed, sold, and/or supplied by Defendant US Stem Cell Clinics, LLC.

157. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant US Stem Cell Clinics, LLC.

158. The product failed to perform as safely as an ordinary consumer would expect when used as intended, causing damage to Patsy Bade.

159. The product's risk of danger in the design outweighs the non-existent benefits of a therapy with no evidence of therapeutic value to a reasonable degree of scientific certainty.

160. Defendant US Stem Cell Clinics, LLC, through its defective product, directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XIX
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT ALEJANDRO PEREZ, ARNP

161. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

162. Defendant Alejandro Perez, ARNP 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

163. The product is defective because it was in a condition unreasonably dangerous to Patsy Bade when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Alejandro Perez, ARNP.

164. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Alejandro Perez, ARNP.

165. The product failed to perform as safely as an ordinary consumer would expect when used as intended, causing damage to Patsy Bade.

166. The product's risk of danger in the design outweighs the non-existent benefits of a therapy with no evidence of therapeutic value to a reasonable degree of scientific certainty.

167. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XX
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

168. The Plaintiff adopts and realleges paragraphs 1 through 14 and further alleges:

169. Defendant Shareen Greenbaum, M.D. 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 Patsy Bade, and therefore had a duty to create a product that was not defective.

170. The product is defective because it was in a condition unreasonably dangerous to Patsy Bade when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Shareen Greenbaum, M.D.

171. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Shareen Greenbaum, M.D.

172. The product failed to perform as safely as an ordinary consumer would expect when used as intended, causing damage to Patsy Bade.

173. The product's risk of danger in the design outweighs the non-existent benefits of a therapy with no evidence of therapeutic value to a reasonable degree of scientific certainty.

174. The Defendant's defective product directly and proximately caused Patsy Bade serious permanent damage, as alleged in detail below.

COUNT XXI
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT BIOHEART, INC.

175. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

176. Defendant Bioheart, Inc. 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 Patsy Bade, and therefore had a duty to warn of the risks associated with the use of the product.

177. The product was under the control Defendant Bioheart, Inc. and was unaccompanied by appropriate warnings regarding the risk of severe ocular injuries. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Patsy Bade.

178. Defendant Bioheart, Inc. downplayed the serious and dangerous side effects of the product to encourage sales of the product; consequently, the Defendant placed its profits above consumers' safety.

179. The product was defective and unreasonably dangerous when it left the possession of Defendant Bioheart, Inc. in that it contained warnings insufficient to alert Patsy Bade to the dangerous risks and reactions associated with it, including, but not limited to severe ocular injuries. 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 of the risks and reactions associated with the product, it still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

180. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Bioheart, Inc.

181. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Bioheart, Inc. by providing reasonable instructions or warnings about the high likelihood of

adverse events such as blindness, pain, and damage to the eye via the compounded product and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

182. Plaintiff Patsy Bade used the product in the manner as indicated by the Defendants.

183. Defendants Bioheart, Inc., as a manufacturer of the product, is held to the level of knowledge of an expert in the field and, further, had knowledge of the dangerous risks and side effects of the product.

184. The Plaintiff did not have the same knowledge as Defendants and no adequate warning was communicated to her.

185. As a direct and proximate consequence of Defendant Bioheart, Inc.'s actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT US STEM CELL CLINICS, LLC

186. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

187. Defendant US Stem Cell Clinics, LLC 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 Patsy Bade, and therefore had a duty to warn of the risks associated with the use of the product.

188. The product was under the control Defendant US Stem Cell Clinics, LLC and was unaccompanied by appropriate warnings regarding the risk of severe ocular injuries. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Patsy Bade.

189. Defendant US Stem Cell Clinics, LLC downplayed the serious and dangerous side effects of the product to encourage sales of the product; consequently, the Defendant placed its profits above consumers' safety.

190. The product was defective and unreasonably dangerous when it left the possession of Defendant US Stem Cell Clinics, LLC in that it contained warnings insufficient to alert Patsy Bade to the dangerous risks and reactions associated with it, including, but not limited to severe ocular injuries. 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 of the risks and reactions associated with the product, it still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

191. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant US Stem Cell Clinics, LLC

192. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant US Stem Cell Clinics, LLC by providing reasonable instructions or warnings about the high

likelihood of adverse events such as blindness, pain, and damage to the eye via the compounded product and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

193. Plaintiff Patsy Bade used the product in the manner as indicated by Defendant US Stem Cell Clinics, LLC.

194. Defendant US Stem Cell Clinics, LLC, as a manufacturer of the product, is held to the level of knowledge of an expert in the field and, further, had knowledge of the dangerous risks and side effects of the product.

195. The Plaintiff did not have the same knowledge as Defendant US Stem Cell Clinics, LLC and no adequate warning was communicated to her.

196. As a direct and proximate consequence of Defendant US Stem Cell Clinics, LLC's actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXIII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT ALEJANDRO PEREZ, ARNP

197. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

198. Defendant Alejandro Perez, ARNP 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 Patsy Bade, and therefore had a duty to warn of the risks associated with the use of the product.

199. The product was under the control Defendant Alejandro Perez, ARNP and was unaccompanied by appropriate warnings regarding the risk of severe ocular injuries. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Patsy Bade.

200. Defendant Alejandro Perez, ARNP downplayed the serious and dangerous side effects of the product to encourage sale of the product.

201. The product was defective and unreasonably dangerous when it left the possession of Defendant Alejandro Perez, ARNP in that it contained warnings insufficient to alert Patsy Bade to the dangerous risks and reactions associated with it, including, but not limited to severe ocular injuries. 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 of the risks and reactions associated with the product, he still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

202. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Alejandro Perez, ARNP.

203. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Alejandro Perez, ARNP by providing reasonable instructions or warnings about the high likelihood of adverse events such as blindness, pain, and damage to the eye

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via the compounded product and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

204. Plaintiff Patsy Bade used the product in the manner as indicated by Defendant Alejandro Perez, ARNP.

205. Defendant Alejandro Perez, ARNP is held to the level of knowledge of an expert in the field and, further, had knowledge of the dangerous risks and side effects of the product.

206. The Plaintiff did not have the same knowledge as Defendant Alejandro Perez, ARNP and no adequate warning was communicated to her.

207. As a direct and proximate consequence of Defendant Alejandro Perez, ARNP's actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXIV
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

208. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

209. Defendant Shareen Greenbaum, M.D. 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 Patsy Bade, and therefore had a duty to warn of the risks associated with the use of the product.

210. The product was under the control Defendant Shareen Greenbaum, M.D. and was unaccompanied by appropriate warnings regarding the risk of severe ocular injuries. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Patsy Bade.

211. Defendant Shareen Greenbaum, M.D. downplayed the serious and dangerous side effects of the product to encourage sale of the product.

212. The product was defective and unreasonably dangerous when it left the possession of Defendant Shareen Greenbaum, M.D. in that it contained warnings insufficient to alert Patsy Bade to the dangerous risks and reactions associated with it, including, but not limited to severe ocular injuries. 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 of the risks and reactions associated with the product, Defendant Shareen Greenbaum, M.D. still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

213. The product reached Patsy Bade without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Shareen Greenbaum, M.D.

214. The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Shareen Greenbaum, M.D. by providing reasonable instructions or warnings about the high

likelihood of adverse events such as blindness, pain, and damage to the eye via the compounded product and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

215. Plaintiff Patsy Bade used the product in the manner as indicated by Defendant Shareen Greenbaum, M.D.

217. The Plaintiff did not have the same knowledge as Defendant Shareen Greenbaum, M.D. and no adequate warning was communicated to her.

218. As a direct and proximate consequence of Defendant Shareen Greenbaum, M.D.'s actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXV
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT BIOHEART, INC.

219. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

220. Defendant Bioheart, Inc. 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 Patsy Bade, and therefore had a duty of reasonable care to Patsy Bade, 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 Bioheart, Inc. breached its duty of care to Patsy Bade in the following ways:

a. Negligently failing to manufacture the product with the highly skilled personnel necessary to make therapeutic stem cells;

b. Negligently failing to design the product with the highly skilled personnel necessary to make therapeutic stem cells;

c. Negligently allowing Patsy Bade access to the product when she did not meet the criteria for receiving the product;

d. Negligently failing to warn Patsy Bade of the serious and dangerous side effects of the product to encourage sales of the product;

e. Negligently failing to warn Patsy Bade of the risk, incidence, symptoms, scope, or severity of the injuries produced by the product to Patsy Bade.

f. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as blindness, pain, and eye damage to Patsy Bade;

g. Other negligent failures as determined in discovery.

222. As a direct and proximate consequence of Defendant Bioheart, Inc.'s actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXVI
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT US STEM CELL CLINICS, LLC

223. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

224. Defendant US Stem Cell Clinics, LLC researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed,

promoted, sold, and otherwise released into the stream of commerce the product, and directly advertised or marketed the product to Patsy Bade, and therefore had a duty of reasonable care to Patsy Bade, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

225. Notwithstanding this duty of care, Defendant US Stem Cell Clinics, LLC breached its duty of care to Patsy Bade in the following ways:

a. Negligently failing to manufacture the product with the highly skilled personnel necessary to make therapeutic stem cells;

b. Negligently failing to design the product with the highly skilled personnel necessary to make therapeutic stem cells;

c. Negligently allowing Patsy Bade access to the product when she did not meet the criteria for receiving the product;

d. Negligently failing to warn Patsy Bade of the serious and dangerous side effects of the product to encourage sales of the product;

e. Negligently failing to warn Patsy Bade of the risk, incidence, symptoms, scope, or severity of the injuries produced by the product to Patsy Bade;

f. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as blindness, pain, and eye damage to Patsy Bade;

g. Other negligent failures as determined in discovery.

226. As a direct and proximate consequence of Defendant US Stem Cell Clinics, LLC actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXVII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT ALEJANDRO PEREZ, ARNP

227. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

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

229. Notwithstanding this duty of care, Defendant Alejandro Perez, ARNP breached his duty of care to Patsy Bade in the following ways:

a. Negligently manufacturing the product without the technical skill necessary to make therapeutic stem cells;

b. Negligently designing the product without the technical skill necessary to make therapeutic stem cells;

c. Negligently allowing Patsy Bade access to the product when she did not meet the criteria for receiving the product;

d. Negligently failing to warn Patsy Bade of the serious and dangerous side effects of the product to encourage sales of the product;

e. Negligently failing to warn Patsy Bade of the risk, incidence, symptoms, scope, or severity of the injuries produced by the product to Patsy Bade;

f. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as blindness, pain, and eye damage to Patsy Bade;

g. Other negligent failures as determined in discovery.

230. As a direct and proximate consequence of Defendant Alejandro Perez, ARNP actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

COUNT XXVIII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT SHAREEN GREENBAUM, M.D.

231. The Plaintiff adopts and realleges paragraphs 1 through 14 and further allege:

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

233. Notwithstanding this duty of care, Defendant Shareen Greenbaum, M.D. breached her duty of care to Patsy Bade in the following ways:

a. Negligently manufacturing the product without the technical skill necessary to make therapeutic stem cells;

b. Negligently designing the product without the technical skill necessary to make therapeutic stem cells;

c. Negligently allowing Patsy Bade access to the product when she did not meet the criteria for receiving the product;

d. Negligently failing to warn Patsy Bade of the serious and dangerous side effects of the product to encourage sales of the product;

e. Negligently failing to warn Patsy Bade of the risk, incidence, symptoms, scope, or severity of the injuries produced by the product to Patsy Bade;

f. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as blindness, pain, and eye damage to Patsy Bade;

g. Other negligent failures as determined in discovery.

234. As a direct and proximate consequence of Defendant Shareen Greenbaum, M.D.'s actions, omissions, and misrepresentations, plaintiff Patsy Bade suffered permanent damage, as described in detail below.

CLAIMS FOR DAMAGES COMMON TO ALL COUNTS
DAMAGES CLAIMED BY PATSY BADE

122. The Plaintiff Patsy Bade, as a direct and proximate result of the breaches of warranty, strict liability, and negligence 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;

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g. Medical and hospital care and expenses;

h. Loss of earnings;

i. Loss of earning capacity in the future;

j. Rehabilitation expenses; and

k. Mental distress;

WHEREFORE, Plaintiff Patsy Bade demands 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

The Plaintiff demands trial by jury of all issues triable as of right.

Dated this 17th day of September, 2015.

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