STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

MARK NOWACKI, as Legal Guardian and Conservator
for DANIEL NOWACKI, and KATHLEEN P. NOWACKI,

Plaintiffs,

22-001761-NP

Case No.: 22- -NP
Hon. JUDGE CAROL KUHNKE

vs

GILEAD SCIENCES, INC., and
ST. JOSEPH MERCY CHELSEA, INC., *d/b/a*
ST. JOSEPH MERCY CHELSEA,

Defendants.
_____/

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_____/

The undersigned hereby certifies that there is no other pending or resolved civil action between the same parties arising out of the transaction or occurrence alleged in the complaint.

/s/ Kanwarpreet S. Khahra
Kanwarpreet S. Khahra

COMPLAINT AND DEMAND FOR JURY TRIAL

NOW COMES, the Plaintiffs, MARK NOWACKI, as Legal Guardian and Conservator for DANIEL NOWACKI, and KATHLEEN P. NOWACKI, by and through his attorneys, JOHNSON LAW, PLC, for his complaint and cause of action against Defendants, GILEAD SCIENCES INC., and ST. JOSEPH MERCY CHELSEA, INC., states the following:

1. The acts or omissions which form the basis for this complaint occurred in the County of Washtenaw, State of Michigan.

2. The amount in controversy is in excess of TWENTY-FIVE THOUSAND ($25,000) dollars exclusive of costs, interest, and attorney fee.

3. Venue is proper pursuant to MCL 600.1629.

4. At all times pertinent to the complaint, Plaintiff, MARK NOWACKI, as Legal Guardian and Conservator for DANIEL NOWACKI (hereinafter "Dan") was a resident of Onsted, County of Lenawee, State of Michigan.

5. At all times pertinent to the complaint, Plaintiff, KATHLEEN P. NOWACKI, was the lawfully wedded wife of DANIEL NOWACKI and resided with him in Michigan.

6. At all times pertinent to the complaint, Defendant, GILEAD SCIENCES INC., (hereinafter "GILEAD") was a domestic corporation incorporated under the laws of Delaware, doing continuous and systemic business in the State of Michigan. The resident agent for GILEAD in Michigan is: THE CORPORATION COMPANY, which is located at 40600 Ann Arbor Road East, Suite 201, Plymouth, Michigan.

7. At all times pertinent to the complaint, Defendant, ST. JOSEPH MERCY CHELSEA, INC., (hereinafter "St. Joseph Mercy hospital") was a domestic corporation incorporated under the laws of Michigan, doing continuous and systemic business in the State of Michigan. The resident agent of ST. JOSEPH MERCY is: THE CORPORATION COMPANY, which is located at 40600 Ann Arbor Road East, Suite 201, Plymouth, Michigan.

8. In paragraphs 9-20 as set forth below, the Plaintiffs makes reference to the statements contained in the medical records of various health care providers of DANIEL NOWACKI. The recitation of these factual statements should not be interpreted as an admission

by Plaintiffs as to the factual authenticity or truthfulness of these statements. The statements are set forth below to provide context as to the allegations as described below.

STATEMENT OF FACTS

9. On November 9, 2021, Daniel Nowacki (83) presented to St. Joseph Mercy hospital in Chelsea, MI, with complaints of fatigue for past three (3) days, cough, some shortness of breath, and decreased appetite.

10. That same day, Dan was diagnosed with COVID-19 and received monoclonal antibodies and was discharged home.

11. On November 10, 2021, Dan returned to the emergency department at St. Joseph Mercy via EMS because of worsening fatigue and shortness of breath. EMS noted that Dan was hypoxic with his SPO2 at 86% on room air.

12. A chest x-ray performed at the hospital revealed mild to moderate airspace disease throughout the bilateral lungs and possible trace of pleural effusion.

13. On November 10, 2021, Dan received IV Decadron and Remdesivir (also known as Veklury) to treat his hypoxia.

14. On November 11, 2021, Dan received another dose of IV Remdesivir.

15. After receiving Remdesivir, Dan's experienced a stroke which was confirmed by CTA Head/Neck on November 19, 2021, and showed, *inter alia*, a complete occlusion of the right internal carotid artery.

16. On November 20, 2021, Dan underwent an MRI Brain to rule out Dural Venous Thrombosis which revealed,

a. Moderate sized region of acute infarction involves right cerebral hemisphere, predominantly affecting mid-posterior right frontal and right parietal lobes. This region of restricted water diffusion is somewhat oriented in a linear parasagittal configuration which may indicate "watershed-type" ischemia.

b. Brain volume/intracranial atrophy compared to the Head CT on 11/18/2021.

c. More focal encephalomalacia involving right frontal lobe, probability due to prior infarction.

d. Scattered foci of T2 hyperintensity within cerebral hemispheric white matter and adjacent basal ganglia not associated with mass effect, contrast enhancement or restricted water diffusion probably due to subacute/chronic ischemia.

e. Absence of anticipated flow-void from upper cervical and proximal intracranial right internal carotid artery suggesting altered flow. The findings are consistent with previously diagnosed right internal carotid artery occlusion.

17. Dan was diagnosed with cerebral infarction due to vascular occlusion and discharged on November 24, 2021, to a skilled nursing facility.

18. Over the next several days, Dan started developing hematomas and reported swelling on his face, thighs, arms and was admitted to Henry Ford hospital. The cause of these hematomas and swelling remained a mystery to Dan's treating physicians.

19. On approximately December 14, 2021, Dan suffered another stroke in the posterior frontal, parietal, and occipital region which has left him bedridden.

20. On April 6, 2022, Mark Nowacki received a letter from St. Joseph Mercy hospital (Chelsea) confirming that Dan had received five doses of Remdesivir during his November 10, 2022, admission which were subject to Gilead nationwide recall of Remdesivir due to presence of foreign body – glass particles in the drug. **(Letter, Exhibit 1).**

21. The recall dated December 3, 2021, pertained to two lots (#2141001-1A and 2141002-1A) totaling approximately 55,000 vials of Remdesivir. **(Recall, Exhibit 2).** The recall was published on FDA website and contained the following risk statement:

> The administration of an injectable that contains glass particulates may result in local irritation or swelling in response to the foreign material. If the glass particulate reaches the blood vessels it can travel to various organs and block blood vessels in the heart, lungs,

> or brain which can cause stroke and even lead to death. To date, Gilead Sciences Inc., has not received any reports of adverse events related to this recall.

22. While Gilead indicated in the recall that it had not received any reports of adverse events, the company acknowledged in the recall notification that it had received a customer complaint, confirmed by company's investigation, which led to the discovery of glass particles.

23. The recall further stated that Gilead is notifying its distributors and customers via UPS next day air mail to hospital pharmacies and is facilitating the return of any remaining vials from the affected lots. Hospitals that have Veklury [Remdesivir] which is being recalled should stop using the affected lots and return the product vials per the instructions.

24. Unfortunately, neither Dan nor his family was made aware that Dan had received Remdesivir that contained glass particles (foreign body) which was responsible for causing his stroke until after a letter was received from St. Joseph Mercy on or about April 6, 2022. As such, Dan's subsequent treating physicians including staff at Henry Ford were unaware of this fact and could not appropriately deal with Dan's medical condition.

25. As a result of these glass particles, Dan has suffered two strokes and has had a leg amputated and is left bedridden for rest of his life thereby requiring 24/7 care.

REMDESIVIR [VEKLURY] BACKGROUND

26. Remdesivir was the first experimental drug to receive FDA approval for treatment against COVID-19 in certain patient population.

27. The drug was given to President Donald Trump when he contracted COVID-19.

28. The FDA approved the drug on October 22, 2020, on a fast-track basis pursuant to Gilead's representations that the drug was safe and effective against COVID-19 as part of its submissions on August 7, 2020 (NDA 214787).

29. The average cost of Remdesivir as set by Gilead ranged between $390-$520 per vial or $2,340-$3,120 for a full five-day course of treatment.

30. At the time that FDA approved the drug, there was no indication of glass particles (foreign body) being present in the drug composition.

31. Upon information and belief, Gilead did not disclose and/or misrepresented to the FDA about the possibility of glass particles (foreign body) being present in the drug composition and/or some batches thereof which could cause serious adverse events such as, stroke and/or death.

32. Gilead represented to FDA that its drug quality was appropriate and the proposed facilities for drug manufacturing had satisfactory Current Good Manufacturing Practices (cGMP).

33. The FDA's decision to approve the drug was based on results of three randomized clinical trials funded and/or performed by Gilead that showed that Remdesivir could reduce mortality and improve outcomes.

34. The FDA approval came within two weeks after World Health Organization (WHO) rejected the use of Remdesivir based on its solidarity trial conducted in approximately 405 hospitals in 30 countries where it was determined that Remdesivir did not improve mortality and outcome in patients suffering from COVID-19. In fact, WHO raised concerns regarding Remdesivir causing more harm based on complaints of liver and kidney problems in patients who received the drug.

35. The FDA typically convenes an independent advisory committee to review drugs prior to approval if there are questions regarding the drug's efficacy or safety but did not so for Remdesivir despite strong public contention that an independent committee be impaneled to review the drug's efficacy. **(Public Citizen Letter, Exhibit 3).** The agency instead stated that it

was not necessary because Gilead's application for approval did not raise significant safety or efficacy issues. **(FDA response, Exhibit 4).**

36. Prior to receiving FDA approval, Remdesivir had received an emergency-use authorization in May 2020 after preliminary data from governmental trial, run by NIH's National Institute of Allergy and Infectious Diseases, showed that Remdesivir cut the length of hospital stays.

37. Upon information and belief, and based on information currently available in the public domain, several panel members of NIH that served as research support and/or on the advisory board had financial ties with Gilead. **(Panel Roster/Financial Disclosure, Exhibit 5).**

38. Upon information and belief, had FDA known about the potential for Remdesivir to contain glass particles (foreign body) prior to the drug being introduced in the stream of commerce, it would have withheld and/or withdrawn its approval until such time that Gilead took appropriate measure to eliminate the risk of glass particles (foreign body) being present in the drug.

39. The Remdesivir drug administered to Dan during his admission to St. Joseph Mercy hospital was not in accordance with Gilead's FDA approval for the drug in terms of its manufacturing quality and/or labeling.

COUNT I – BREACH OF IMPLIED WARRANTY (GILEAD)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

40. At all times pertinent to this complaint, the Remdesivir drug administered to Dan contained glass particles (foreign body) and was not reasonably fit for its intended, anticipated, or reasonably foreseeable use at the time it left Gilead's control.

41. At all times pertinent to this complaint, Gilead acknowledged in the recall that the glass particles were known to cause adverse events such as, stroke and/or death if they became lodged in a blood vessel.

42. At all times pertinent to this complaint, the U.S. Food and Drug Administration (FDA) did not approve Remdesivir with presence of glass particles (foreign body) when the drug received its questionable FDA approval.

43. At all times pertinent to this complaint, Gilead did not inform FDA prior to introducing Remdesivir into the stream of commerce about the possibility of glass particles (foreign body) being present in the drug and/or some batches thereof which would have undermined its safety and efficacy and caused FDA to withhold and/or withdraw its approval.

44. At all times pertinent to this complaint, Gilead recalled the affected lots containing glass particles with the knowledge of FDA clearly indicating that FDA did not approve Remdesivir with presence of glass particles (foreign body) given its potential adverse effects.

45. At all times pertinent to this complaint, the Remdesivir drug administered to Dan during his admission to St. Joseph Mercy hospital was not in accordance Gilead's FDA approval for the drug in terms of its manufacturing quality and/or labeling as it contained glass particles (foreign body).

46. At all times pertinent to this complaint, Dan and/or others similarly situated were entitled to rely upon the implied warranty of fitness and suitability, which attended the design, manufacture, distribution, labeling, and sale of the Remdesivir drug.

47. At all times pertinent to this complaint, Dan suffered serious injuries as a result of his reliance on the implied warranty of fitness and suitability, which attended the design, manufacture, distribution, labeling, and sale of Remdesivir drug.

48. As a direct and proximate result of the breach of implied warranty, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against Gilead in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT II – BREACH OF EXPRESS WARRANTY (GILEAD)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

49. At all times pertinent to this complaint, Gilead expressly warranted, through its marketing, advertising, distributors, and sales representatives that Remdesivir was of merchantable quality and fit for the ordinary purposes and uses for which it was sold.

50. These statements made constitute express warranties regarding the Remdesivir drug.

51. At all times pertinent to this complaint, Gilead breached these express warranties by designing, labeling, manufacturing, and selling defective and unreasonably dangerous Remdesivir drug containing glass particles (foreign body) that was neither of merchantable quality nor fit for the ordinary purposes for which it was sold, presenting an unreasonable risk of injury to patients, including Dan, during foreseeable use.

52. Notwithstanding those statements, the Remdesivir drug containing glass particles (foreign particles) was sold in breach of the attendant express warranties.

53. Gilead knew, or should have known, at the time Remdesivir drug containing glass particles (foreign body) left its control that it was defective and dangerous and there was a substantial likelihood that the glass particles would cause serious injuries which form the basis for this action.

54. At all times pertinent to this complaint, Dan and/or others similarly situated were entitled to rely upon and did rely upon the express warranties which attended the sale of Remdesivir drug.

55. Dan suffered serious injuries as a result of his and St. Joseph Mercy hospital's reliance on the express warranties which attended the sale of defective Remdesivir drug containing glass particles (foreign body).

56. As a direct and proximate result of the breach of express warranties, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against Gilead in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT III – NEGLIGENCE (GILEAD)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

57. At all times pertinent to this complaint, Gilead owed the general public including, Dan a duty to appropriately design, label, manufacture, assemble, inspect, test, and market Remdesivir drug free from glass particles (foreign body).

58. Notwithstanding the said obligation, and in breach thereof, Gilead was negligent in design, manufacture, assembly, testing, marketing, labeling, packaging, inspecting, and sale of the Remdesivir drug at the time it left Gilead's control, in the manner set forth below:

a. Failed to test and/or inspect the drug for presence of glass particles before placing it into the stream of commerce.

b. Failed to have a manufacturing and/or assembly process that would eliminate the possibility of glass particles from entering the drug composition.

c. Failed to include appropriate warning label on the drug apprising the medical providers and/or ultimate users of the possibility of presence of glass particles (foreign body) in the drug and their adverse effects on health.

d. Failed to disclose and/or misrepresented to FDA about the possibility of glass particles (foreign body) being present in the drug composition during manufacturing and/or assembly process which would have undermined its safety and efficacy and would have caused FDA to withhold and/or withdraw its approval.

e. Improperly obtaining FDA approval in the first place by submitting results of self-funded randomized control trials, in part, overseen by NIH where several members of NIH had financial ties to Gilead.

f. Others acts or omissions that may be revealed through discovery.

59. At all times pertinent to this complaint, Gilead knew or should have known that the Remdesivir drug containing glass particles (foreign body) was defective at the time it left its control and there was a substantial likelihood that the glass particles would cause serious injuries which form the basis for this action.

60. As a direct and proximate result of the aforementioned negligent acts and/or omissions, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against Gilead in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT IV – GROSS NEGLIGENCE (GILEAD)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

61. At all times pertinent to this complaint, Gilead owed the general public including, Dan a duty to appropriately design, label, manufacture, assemble, inspect, test, and market Remdesivir drug free from glass particles (foreign body).

62. At all times pertinent to this complaint, Gilead was grossly negligent and acted in wanton disregard for the safety of the consumers of Remdesivir including Dan and his medical providers, out of concern for its pecuniary benefit.

63. At all times pertinent to this complaint, Gilead knew or should have known that the Remdesivir drug containing glass particles (foreign body) was defective and there was a substantial likelihood that the glass particles would cause serious injuries which form the basis for this action.

64. At all times pertinent to this complaint, Gilead introduced Remdesivir drug containing glass particles (foreign body) into the stream of commerce knowing fully well that the glass particles could cause serious injuries such as, stroke and/or even death.

65. The above-cited conduct was so reckless so as to demonstrate a substantial lack of concern for whether an injury resulted to consumers such as, Dan from consuming Remdesivir with glass particles (foreign body).

66. As a direct and proximate result of the aforementioned grossly negligent acts, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against Gilead in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT V – INTENTIONAL MISREPRESENTATION (GILEAD)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

67. At all times pertinent to this complaint, Gilead owed the general public including, Dan a duty to appropriately design, label, manufacture, assemble, inspect, test, and market Remdesivir drug free from glass particles (foreign body).

68. At all times pertinent to this complaint, Gilead through its application for fast-track FDA approval represented to the FDA that Remdesivir was safe and effective against COVID-19.

69. At all times pertinent to this complaint, Gilead through its application for fast-track FDA approval represented to the FDA that Remdesivir drug composition and manufacturing processes were appropriate.

70. At all times pertinent to this complaint, Gilead through its application for fast-track FDA approval represented to the FDA that the proposed facilities for Remdesivir manufacturing were satisfactory and in accordance with Current Good Manufacturing Practices (cGMP).

71. At all times pertinent to this complaint, Gilead knew or had reason to know that its representations were not accurate and that there was a possibility of glass particles (foreign body) being present in Remdesivir due to its manufacturing and/or assembly process which would undermine its safety and efficacy and, therefore, would not receive FDA approval.

72. At all times pertinent to the complaint, Gilead had a duty to disclose the possibility of glass particles (foreign body) being present in Remdesivir and breached said duty when it failed to make any reference in its submissions to FDA for drug approval clearly for its pecuniary benefit.

73. As a direct and proximate result of the aforementioned acts and/or omissions, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against Gilead in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT VI – NEGLIGENCE (ST. JOSEPH MERCY HOSPITAL)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

74. At all times pertinent to this complaint, St. Joseph Mercy hospital through its president, chief medical officer, hospital administrator, and/or other employees, agents, and/or representatives owed Dan a duty to expeditiously warn or inform him and/or his family members that Dan had received Remdesivir drug containing glass particles (foreign body) so that his subsequent treating physicians could provide appropriate treatment.

75. Notwithstanding the said obligation, and in breach thereof, St. Joseph Mercy hospital through its president, chief medical officer, hospital administrator, and/or other employees, agents, and/or representatives was negligent in the manner set forth below:

a. Failed to immediately warn or inform Dan and/or his family members after receiving Gilead's recall notification dated December 3, 2020, that Dan was administered the affected Remdesivir drug (Lot #2141001-1A) containing glass particles (foreign body) which was responsible for his stroke.

b. Failed to immediately warn or inform Dan and/or family members as indicated by Gilead in the recall notification to seek immediate medical help relating to adverse effects from administration of Remdesivir drug containing glass particles (foreign body).

c. Other acts or omissions that may be revealed through discovery.

76. As a direct and proximate result of the aforementioned negligent acts and/or omissions, Dan suffered the following injuries and damages:

a. Second stroke on or about December 14, 2021, and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against St. Joseph Mercy hospital in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT VII – GROSS NEGLIGENCE (ST. JOSEPH MERCY HOSPITAL)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

77. At all times pertinent to this complaint, St. Joseph Mercy hospital through its president, chief medical officer, hospital administrator, and/or other employees, agents, and/or representatives owed Dan a duty to expeditiously warn or inform him and/or his family members that Dan had received Remdesivir drug containing glass particles (foreign body) so that his subsequent treating physicians could provide appropriate treatment.

78. At all times pertinent to this complaint, St. Joseph Mercy hospital was grossly negligent and acted in wanton disregard for the safety of the consumers of Remdesivir including Dan by failing to immediately notify him about the fact that he had received several doses of Remdesivir containing glass particles (foreign body) which was responsible for his stroke.

79. The above-cited conduct was so reckless so as to demonstrate a substantial lack of concern for whether an injury resulted to consumers such as, Dan from consuming Remdesivir with glass particles (foreign body).

80. As a direct and proximate result of the aforementioned grossly negligent acts, Dan suffered the following injuries and damages:

a. Stroke and associated sequelae.

b. Leg amputation.

c. Pain and suffering, past, present, and future;

d. Disability and disfigurement, past, present, and future;

e. Emotional distress and anxiety, past, present, and future;

f. Denial of social pleasures and enjoyments;

g. Medical expenses, past, present, and future;

h. Loss of wages and earnings capacity, past, present, and future;

i. Attendant care and replacement services, past, present, and future;

j. Other injuries and damages to be determined through the course of discovery and described in Dan's medical records.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against St. Joseph Mercy hospital in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

COUNT VIII – LOSS OF CONSORTIUM (KATHLEEN P. NOWACKI)

The Plaintiffs restates, realleges, and incorporates by reference each and every paragraph set forth above, as though fully set forth herein, and further states, in the alternative, the following:

81. At all times pertinent to this complaint, Kathleen P. Nowacki, was the lawfully wedded wife of Daniel Nowacki.

82. As a direct and proximate result of injuries suffered by Dan because of the glass particles (foreign body) in the Remdesivir drug, Kathleen has suffered and will continue to suffer the loss of consortium including, the loss of her husband's society, companionship, and household services.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court enter a judgment against the Defendants in any amount in excess of TWENTY-FIVE THOUSAND ($25,000) DOLLARS, together with interest, costs, and attorney fees, to which the Plaintiff is deemed to be entitled.

Respectfully submitted,

JOHNSON LAW, PLC

By: */s/ Kanwarpreet S. Khahra*

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