

FILED

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CLERK

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA**

Civil File: 17-4152

Sandra Kaye Chrans,

Plaintiff,

vs.

**COMPLAINT and
JURY DEMAND**

BENEFICIAL SOLUTIONS, LLC
and RUSSELL B. ALTMAN,

Defendants.

Plaintiff, by and through undersigned counsel, alleges the following against Defendants:

NATURE OF THE CASE

1. This is a personal injury action arising out of serious injuries sustained by Plaintiff, as the result of her ingestion of a colloidal silver preparation known as "NutraSilver®" which is sold over-the-counter as a "dietary supplement." NutraSilver® was at all times herein mentioned designed, manufactured, labeled, marketed and distributed by the Defendants. Plaintiff alleges theories of strict product-liability for failure to warn and defective design, negligence and negligent misrepresentation based on the tortious conduct set forth below.

PARTIES

2. Plaintiff is a citizen of, and lives and resides in, South Dakota.

3. Upon information and belief, Defendant Beneficial Solutions, LLC is a Nevada Corporation with its principal place of business at 900 Meadows Parkway, Apartment 2822, Reno, Nevada 89521, County of Washoe, and a registered agent for service of Laughlin Associates, Inc., 2120 Double Diamond Parkway, Reno, Nevada 89521. At all times mentioned

herein, Defendant Beneficial Solutions, LLC designed, manufactured, labeled, marketed, distributed, and sold NutraSilver® including the product ingested by Plaintiff which gave rise to her injuries.

4. Upon information and belief, Defendant Russell B. Altman is a citizen and a resident of the Reno, Nevada, County of Washoe, and is the owner and/or sole officer of Beneficial Solutions, LLC and has, or had, advance notice of the practices and conduct described in this Complaint, and/or authorized, undertook, directed, controlled, actively participated in, approved and/or ratified the tortious conduct described in this Complaint, and/or had the ability to or opportunity to prohibit, forbid, prevent, modify or otherwise take action against such conduct. In addition, upon further information and belief, Russell B. Altman was intimately involved in all aspects of Beneficial Solutions, LLC' s business and was responsible for the marketing, promoting, sales and distribution of Nutrasilver," including the product ingested by Plaintiff which gave rise to her injuries.

5. At all times relevant, the Defendants, through interstate commerce, conducted business in the State of South Dakota and have committed tortious and wrongful acts within the state, and have otherwise performed acts within and/or without of the state giving rise to injuries and losses within the state.

JURISDICTION AND VENUE

6. Jurisdiction is founded upon 28 U.S.C. § 1332 because there is diversity of citizenship between the parties and because the amount in controversy exceeds seventy-five thousand (\$75,000) Dollars, exclusive of costs and interest.

7. Pursuant to 28 U.S.C. § 1391(b)(1) and (2), venue in this District is appropriate because the Defendants are subject to personal jurisdiction in this district and maintain contacts

in this district sufficient to subject them to personal jurisdiction, and because a substantial part of the events giving rise to the claim occurred in this district.

GENERAL FACTUAL ALLEGATIONS

8. NutraSilver® is and was at all times mentioned herein marketed by Defendants as a “dietary supplement” containing colloidal silver. Colloidal silver (a colloid consisting of silver particles suspended in liquid) and other formulations containing silver salts were used by physicians in the early 20th century to treat a variety of infections and other physical maladies. Their use was largely discontinued in the 1940’ s following the development of modern antibiotics. Since the 1990s, colloidal silver has again been marketed as an alternative medicine, often with extensive “cure-all” claims.

9. Defendants Beneficial Solutions, LLC and Russell B. Altman marketed, promoted and sold NutraSilver® as a safe and effective treatment for a multitude of diseases, including skin issues and a controversial skin disorder known as Morgellon's disease. Defendants specifically targeted their marketing of the product on vulnerable individuals, including Plaintiff, who suffered from a variety of symptoms that they were unsuccessful in treating through conventional medicine.

10. In or around 2011, Plaintiff sought treatments for a constellation of skin symptoms. Plaintiff was drawn to Defendants’ website, which was, and is, the primary vehicle by which Defendants market and sell NutraSilver®.

11. Plaintiff read and relied upon the numerous representations made by Defendants on their website in making her decision to purchase NutraSilver®.

12. In reliance upon Defendants’ representations, Plaintiff made multiple purchases of NutraSilver® through Defendants website sales portal starting in or around 2011.

13. In 2016, Plaintiff started to have changes in the pallor of her skin on certain areas of her body, including her face, neck, arms and hands, which started to take on a grey-bluish tint.

14. In September 2016, Plaintiff sought the advice of a plastic surgeon, who told her to stop taking NutraSilver® immediately, and administered “Picosure for silver impregnation of the skin.” This condition has been causally connected to the ingestion of colloidal silver preparations similar to NutraSilver®.

15. Plaintiff ingested the NutraSilver® product, as directed, between approximately 2011 and approximately October 2016. Plaintiff has not taken NutraSilver® since October 2016.

16. Plaintiff has no other history of internal silver exposure other than the NutraSilver® she took.

17. Plaintiff’s ingestion of NutraSilver® has resulted in the permanent discoloration of her skin, especially on her face, neck, arms, and chest. Plaintiff has undergone extremely painful laser Picosure treatments to attempt to return her skin to a normal color. She suffers from daily emotional distress as a result of her condition and the painful treatments. She is embarrassed to be seen in public.

18. Due to the nature of the silver neurotoxicity caused by Defendants’ product, and the lack of any known cure, Plaintiff is also at increased risk of neurological injuries known to be associated with concentrations of colloidal silver preparations such as NutraSilver®.

19. At all times mentioned herein, and prior to Plaintiff’s purchase of NutraSilver®, Defendants knew, or should have known, that NutraSilver®, or one or more of its constituent ingredients, was inefficacious as a “treatment” for skin disorders, or any other human malady, and was highly toxic.

20. Defendants knew, or should have known, that NutraSilver® could cause silver

toxicity, including, without limitation, argyria and neurological disorders. Specifically, on information and belief, Defendants were aware of numerous cases of colloidal silver toxicity related to NutraSilver® or other similar products prior to Plaintiff's purchase of the product.

21. Despite Defendants' aforementioned knowledge, Defendants marketed and sold NutraSilver® to the public, including Plaintiff, without disclosing the true nature of the product and its risks, including argyria and neurotoxicity. Defendants failed to warn consumers, including Plaintiff, of such risks in their product labeling and other modes of communication including, without limitation, their Internet and other advertising vehicles.

22. Defendants not only failed to warn consumers such as Plaintiff of the risks of NutraSilver®, they also made numerous misrepresentations as to the safety and efficacy of NutraSilver® on their website pertaining to the product which were false or for which Defendants had no reasonable or valid scientific basis. Those claims, included, without limitation, the following:

- “MRSA, Morgellon's, eColi, Salmonella, Staph, yeast, fungal infections: all have no chance of survival against NutraSilver®. And because these tests proved there is zero toxicity in NutraSilver, it's completely safe when used as directed.”
- “We can not find even one case of anyone being harmed or dying using any colloidal silver.”
- “Since all modern manufactures of colloidal silver now create colloidal silver with nano-sized particles or silver ions, there is no opportunity to get argyria from any store-bought colloidal silver product.”
- “NutraSilver® contains no silver salts, silver nitrate, silver arsphenamine or silver chlorides.”

- “NutraSilver® is 100% pure nano-sized silver particles and double-distilled clustered water manufactured under closely scrutinized federal guidelines.”
- “There is no such thing as silver poisoning.”
- “Colloidal Silver is safe and non-toxic to the human body.”
- “Colloidal silver does not have any harmful medical side effects - and does not get stored up in your body's organs. This means you can use the supplement without fear of hurting your body from overexposure.”

23. Each of the aforementioned claims was false or misleading and Defendants knew, or should have known, them to be so.

24. Plaintiff purchased and ingested NutraSilver® in reliance on the aforementioned and other claims made by Defendants.

25. On information and belief, Defendant Russell Altman was at all times mentioned herein, and prior to Plaintiff's purchase and ingestion of NutraSilver®, aware of the risks of colloidal silver exposure in humans in general, and was aware that the NutraSilver® formulation, which he designed, approved and/or ratified, carried the same risks, including argyria and neurological dysfunction.

26. On information and belief, it was Defendant Altman who personally drafted all of the claims of safety and efficacy contained on the NutraSilver® website, which he controlled, including the false and misleading claims set forth herein and below.

27. On information and belief, at the times Plaintiff purchased NutraSilver®, Defendant Altman was running his business, Beneficial Solutions, LLC, out of his home in Reno, Nevada, and Defendant Altman personally fielded Internet and phone inquiries and purchase orders.

28. Plaintiff would not have purchased or ingested NutraSilver® had Plaintiff known the true nature of the benefits and risks of NutraSilver®.

FIRST CAUSE OF ACTION
(NEGLIGENCE)

29. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

30. Defendants had a duty to exercise reasonable care in the designing, researching, manufacturing, marketing, supplying, promoting, packaging, sale and/or distribution of NutraSilver® into the stream of commerce, including a duty to assure that the product would not cause users to suffer unreasonable, dangerous side effects.

31. Defendants failed to exercise ordinary care in the designing, researching, manufacturing, marketing, supplying, promoting, packaging, sale, testing, quality assurance, quality control, and/or distribution of NutraSilver® into interstate commerce in that Defendants knew or should have known that using NutraSilver® created a high risk of unreasonable, dangerous side effects, including, colloidal silver toxicity, skin discoloration, argyria, increased risk of neurological injuries known to be associated with concentrations of colloidal silver preparations such as NutraSilver®, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain and mental anguish, including diminished enjoyment of life.

32. The negligence of the Defendants, its agents, servants, and/or employees, included but was not limited to failure to investigate, research, study and define, fully and adequately, the dangers of NutraSilver®; failure to provide adequate warnings about the true

safety risks associated with the use of NutraSilver®; and failure to make NutraSilver® safe for use.

33. Defendants under-reported, underestimated and downplayed the serious dangers of NutraSilver®.

34. Defendants were negligent in the designing, researching, supplying, manufacturing, promoting, packaging, distributing, testing, advertising, warning, marketing and sale of NutraSilver® in that it:

- (a) Failed to use due care in designing and manufacturing NutraSilver® so as to avoid the aforementioned risks to individuals using NutraSilver®;
- (b) Failed to accompany the product with proper and/or accurate warnings regarding all possible adverse side effects associated with the use of NutraSilver®;
- (c) Failed to conduct adequate testing to determine the safety of NutraSilver®; and
- (d) Were otherwise careless and/or negligent.

35. On information and belief, despite the fact that Defendants knew or should have known that NutraSilver® caused unreasonably dangerous side effects, Defendants continued and continue to market, manufacture, distribute and sell NutraSilver® to consumers, including Plaintiff.

36. Defendants knew or should have known that consumers such as Plaintiff would foreseeably suffer injury as a result of Defendants' failure to exercise ordinary care, as set forth above.

37. Defendants' negligence was the proximate cause of Plaintiff's injuries, harm and economic loss.

38. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages.

SECOND CAUSE OF ACTION
(STRICT PRODUCTS LIABILITY)
(Product Design, Manufacturing and Failure to Warn)

39. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

40. At all times herein mentioned, the Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, distributed, and sold the NutraSilver® as hereinabove described that was used by the Plaintiff.

41. Defendants' NutraSilver® was expected to and did reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition in which it was produced, manufactured, sold, distributed, and marketed by the Defendants.

42. At those times, NutraSilver® was in an unsafe, defective, and inherently dangerous condition, which was dangerous to users, including the Plaintiff.

43. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was defective in design or formulation in that, when it left the hands of the manufacturer and/or suppliers, the foreseeable risks exceeded the benefits associated with the design or formulation of NutraSilver®.

44. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was defective in design and/or

formulation, in that, when it left the hands of the Defendants, manufacturers, and/or suppliers, it was unreasonably dangerous, and it was more dangerous than an ordinary consumer would expect.

45. At all times herein mentioned, NutraSilver® was in a defective condition and unsafe, and Defendants knew or had reason to know that said product was defective and unsafe, especially when used in the form and manner as provided by the Defendants.

46. Defendants knew, or should have known that at all times herein mentioned, its NutraSilver® was in a defective condition, and was and is inherently dangerous and unsafe.

47. At the time of the Plaintiff's use of NutraSilver®, NutraSilver® was being used for the purposes and in a manner normally intended.

48. Defendants, with this knowledge, voluntarily designed NutraSilver® in a dangerous condition for use by the public, including Plaintiff.

49. Defendants had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

50. Defendants created a product unreasonably dangerous for its normal, intended use.

51. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was manufactured defectively in that NutraSilver® left the hands of Defendants in a defective condition and was unreasonably dangerous to its intended users.

52. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants reached their intended users in the same

defective and unreasonably dangerous condition in which the Defendants' NutraSilver® was manufactured.

53. Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed a defective product which created an unreasonable risk to the health of consumers, including Plaintiff, and Defendants are therefore strictly liable for the injuries sustained by the Plaintiff.

54. The Plaintiff could not, by the exercise of reasonable care, have discovered NutraSilver®'s defects herein mentioned and perceived its danger.

55. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was also defective due to inadequate warnings or instructions, as the Defendants knew or should have known that the product created a risk of serious and dangerous side effects suffered by Plaintiff, including, personal injuries which are permanent and lasting in nature and the Defendants failed to adequately warn of said risks.

56. The NutraSilver® designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed by Defendants was defective due to inadequate warnings and/or inadequate testing.

57. By reason of the foregoing, Defendants have become strictly liable in tort to the Plaintiff for the manufacturing, marketing, promoting, distribution, and selling of a defective product, NutraSilver®.

58. Defendants' defective design, manufacturing defect, and inadequate warnings of NutraSilver® were acts that amount to willful, wanton, and/or reckless conduct by Defendants.

59. That said defects in NutraSilver® were a substantial factor in causing Plaintiff's injuries.

60. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages.

THIRD CAUSE OF ACTION
(BREACH OF EXPRESS WARRANTY)

61. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

62. Defendants expressly warranted that NutraSilver® NutraSilver® was safe and well accepted by users.

63. NutraSilver® does not conform to these express representations because NutraSilver® is not safe and has numerous serious side effects, many of which were not accurately warned about by Defendants.

64. Plaintiff relied on the express warranties of the Defendants.

65. The Defendants breached the aforesaid express warranties, as NutraSilver® was defective.

66. Defendants knew or should have known that, in fact, said representations and warranties were false, misleading and untrue in that NutraSilver® was not safe and fit for the use intended, and, in fact, produced serious injuries to the users that were not accurately identified and represented by Defendants.

67. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages.

FOURTH CAUSE OF ACTION
(BREACH OF IMPLIED WARRANTIES)

68. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

69. At all times herein mentioned, the Defendants manufactured, compounded, portrayed, distributed, recommended, merchandized, advertised, promoted and sold NutraSilver®.

70. At the time Defendants marketed, sold, and distributed NutraSilver® for use by Plaintiff, Defendants knew the use for which NutraSilver® was intended and impliedly warranted the product to be of merchantable quality and safe and fit for such use.

71. The Defendants impliedly represented and warranted to the users of NutraSilver® that NutraSilver® was safe and of merchantable quality and fit for the ordinary purpose for which said product was to be used.

72. That said representations and warranties aforementioned were false, misleading, and inaccurate in that NutraSilver® was unsafe, unreasonably dangerous, improper, not of merchantable quality, and defective.

73. Plaintiff relied on said implied warranty of merchantability of fitness for a particular use and purpose and reasonably relied upon the skill and judgment of Defendants as to whether NutraSilver® was of merchantable quality and safe and fit for its intended use.

74. NutraSilver® was injected into the stream of commerce by the Defendants in a defective, unsafe, and inherently dangerous condition and the products and materials were expected to and did reach users, handlers, and persons coming into contact with said product without substantial change in the condition in which it was sold.

75. The Defendants herein breached the aforesaid implied warranties, as NutraSilver® was not fit for its intended purposes and uses.

76. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages.

FIFTH CAUSE OF ACTION
(NEGLIGENT AND/OR INTENTIONAL MISREPRESENTATION)

77. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

78. Defendants had a duty to represent to the public, including Plaintiff that its product, NutraSilver®, had been tested and found to be safe for its intended use.

79. The representations made by Defendants were, in fact, false.

80. Example so such false representations, included, but were not limited to:

- “MRSA, Morgellon's, eColi, Salmonella, Staph, yeast, fungal infections: all have no chance of survival against NutraSilver®. And because these tests proved there is zero toxicity in NutraSilver, it's completely safe when used as directed.”
- “We cannot find even one case of anyone being harmed or dying using any colloidal silver.”

- “Since all modern manufactures of colloidal silver now create colloidal silver with nano-sized particles or silver ions, there is no opportunity to get argyria from any store-bought colloidal silver product.”
- “NutraSilver® contains no silver salts, silver nitrate, silver arsphenamine or silver chlorides.”
- “NutraSilver® is 100% pure nano-sized silver particles and double-distilled clustered water manufactured under closely scrutinized federal guidelines.”
- “There is no such thing as silver poisoning.”
- “Colloidal Silver is safe and non-toxic to the human body.”
- “Colloidal silver does not have any harmful medical side effects - and does not get stored up in your body's organs. This means you can use the supplement without fear of hurting your body from overexposure.”

81. Defendants also generally and in other ways:

- failed to disclose material information concerning known side effects of NutraSilver®, misrepresented the quality of NutraSilver®, and otherwise engaged in fraudulent and deceptive conduct which induced Plaintiff to purchase and use NutraSilver®;
- uniformly communicated the purported benefits of NutraSilver® while failing to disclose the serious and dangerous side-effects related to the use of NutraSilver®, its safety, its efficacy, and its usefulness. Defendants made these representations to the public in general and consumers such as Plaintiff in the marketing and advertising of NutraSilver®; and

- used conduct in connection with the marketing and sale of NutraSilver® that was impermissible and illegal in that it created a likelihood of confusion and misunderstanding, because Defendants misleadingly, falsely and or deceptively misrepresented and omitted numerous material facts regarding, among other things, the safety, efficacy and advantages of NutraSilver®.

82. Defendants breached its duty in representing NutraSilver® serious side effects to the public in general, including Plaintiff.

83. Defendants failed to exercise ordinary care in the representation of NutraSilver®, while involved in its manufacture, sale, testing, quality assurance, quality control, and/or distribution of said product into interstate commerce, in that Defendants negligently misrepresented NutraSilver®'s risk of unreasonable, dangerous side effects.

84. Alternatively, Defendants intentionally made misrepresentations regarding NutraSilver®, while involved in its manufacture, sale, testing, quality assurance, quality control, and/or distribution of said product into interstate commerce, in that Defendants intentionally misrepresented NutraSilver®'s risk of unreasonable, dangerous side effects.

85. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages.

SIXTH CAUSE OF ACTION
(VIOLATION OF SOUTH DAKOTA DECEPTIVE TRADE PRACTICE
AND FAIR ADVERTISING ACT)
(SDCL §§ 37-24-6 and 37-24-31)

86. Plaintiff repeats, reiterates and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

87. Pursuant to SDCL § 37-24-6, it is a deceptive act or practice for any person to knowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of NutraSilver®, and Plaintiff was, in fact, misled, deceived, and/or damaged thereby.

88. Defendants used deceptive acts, practices, fraud, false pretense, false promises, and/or misrepresentations or to conceal, suppress, and/or omit material facts in connection with the sale and/or advertisement of fraud, false pretenses, false promises, misrepresentations, misleading statements, and/or deceptive practices in connection with the sale of NutraSilver®, as alleged above.

89. Examples of such deceptive acts, fraud, false pretense, false promises, and/or misrepresentations, included, but were not limited to:

- “MRSA, Morgellon's, eColi, Salmonella, Staph, yeast, fungal infections: all have no chance of survival against NutraSilver®. And because these tests proved there is zero toxicity in NutraSilver, it's completely safe when used as directed.”
- “We cannot find even one case of anyone being harmed or dying using any colloidal silver.”
- “Since all modern manufactures of colloidal silver now create colloidal silver with nano-sized particles or silver ions, there is no opportunity to get argyria from any store-bought colloidal silver product.”

- “NutraSilver® contains no silver salts, silver nitrate, silver arsphenamine or silver chlorides.”
- “NutraSilver® is 100% pure nano-sized silver particles and double-distilled clustered water manufactured under closely scrutinized federal guidelines.”
- “There is no such thing as silver poisoning.”
- “Colloidal Silver is safe and non-toxic to the human body.”
- “Colloidal silver does not have any harmful medical side effects - and does not get stored up in your body's organs. This means you can use the supplement without fear of hurting your body from overexposure.”

90. Defendants also generally and in other ways:

- failed to disclose material information concerning known side effects of NutraSilver®, misrepresented the quality of NutraSilver®, and otherwise engaged in fraudulent and deceptive conduct which induced Plaintiff to purchase and use NutraSilver®;
- uniformly communicated the purported benefits of NutraSilver® while failing to disclose the serious and dangerous side-effects related to the use of NutraSilver®, its safety, its efficacy, and its usefulness. Defendants made these representations to the public in general and consumers such as Plaintiff in the marketing and advertising of NutraSilver®; and
- used conduct in connection with the marketing and sale of NutraSilver® that was impermissible and illegal in that it created a likelihood of confusion and misunderstanding, because Defendants misleadingly, falsely and or deceptively

misrepresented and omitted numerous material facts regarding, among other things, the safety, efficacy and advantages of NutraSilver®.

91. Defendants intended that Plaintiff rely on those false pretenses, false promises, misrepresentations, misleading statements, and/or deceptive practices.

92. By reason of the conduct alleged herein, Defendants violated the provisions of SDCL § 37-24-6.

93. Plaintiff has been damaged and injured by, on account of, and as a direct, proximate, and foreseeable result of Defendants' violations of this statute, in an amount to be determined at trial.

94. As a result of the Defendants' violations of SDCL § 37-24-6, Plaintiff was caused to suffer serious personal injuries, physical pain, mental anguish, diminished enjoyment of life, medical expenses, and other economic and non-economic damages. Plaintiff was caused to suffer scarring which is permanent and lasting in nature.

95. By reason of Defendants' violations and pursuant to SDCL § 37-24-31, Plaintiff demands compensatory damages, attorneys' fees and costs, injunctive and equitable relief, and other remedies as determined by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, and each of them, on each of the above-referenced claims and Causes of Action and as follows:

1. Awarding compensatory damages in excess of the jurisdictional amount, including, but not limited to pain, suffering, emotional distress, loss of enjoyment of life, other non-economic damages and loss of consortium in an amount to be determined at trial of this action;

2. Awarding economic damages in the form of medical expenses, out of pocket expenses, lost earnings and other economic damages in an amount to be determined at trial of this action;

3. Prejudgment interest;

4. Postjudgment interest;

5. Awarding Plaintiff her reasonable attorneys' fees;

6. Awarding Plaintiff her reasonable costs of these proceedings; and

7. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury as to all issues.

Dated: October 24, 2017



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-and-

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