IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

DORIS TYLER and DONALD TYLER, Plaintiffs, v. STEM CELL CENTER OF GEORGIA LLC; AGELESS AESTHETICS, LLC.; AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC.; JAMIE WALRAVEN, M.D.; LINDA FAULKNER, FNP-C; ROBERT L. HALPERN, M.D.; GEORGIA EYE CARE ASSOCIATES, L.L.C.; GEORGIA EYE CARE, INC.; EYE CONSULTANTS OF ATLANTA, P.C.; EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.; CALIFORNIA STEM CELL TREATMENT CENTER, INC. d/b/a CELL SURGICAL NETWORK; MARK BERMAN, M.D; and ELLIOT B. LANDER, M.D., Defendants.	)	CIVIL ACTION FILE NO.: _____ JURY TRIAL DEMANDED

COMPLAINT FOR DAMAGES

COME NOW, Plaintiffs Doris Tyler and Donald Tyler (hereinafter "Plaintiffs") and file this Complaint for Damages against the above Defendants, showing as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiffs Doris and Donald Tyler are residents of Ocoee, Florida, are over the age of majority and are otherwise competent to bring this action for bodily injury and loss of consortium.

2.

Defendant Stem Cell Center of Georgia LLC (hereinafter "Stem Cell Center of Georgia") is a domestic limited liability company organized and existing under the laws of the State of Georgia with its principal place of business located at 1000 Commerce Drive, Suite 300, Fayette County, Peachtree City, GA 30269. Defendant may be served through its Registered Agent Linda Faulkner at this address. Defendant Stem Cell Center of Georgia was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Stem Cell Center of Georgia is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

3.

Defendant Ageless Aesthetics, LLC. (hereinafter "Ageless Aesthetics") is a domestic limited liability company organized and existing under the laws of the State of Georgia with its principal place of business located at 1000 Commerce Drive, Suite 300, Fayette County, Peachtree City, GA 30269. Defendant may be served through its Registered Agent Jamie Walraven at this address. Defendant Ageless Aesthetics was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Ageless Aesthetics is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

4.

Defendant Ageless Center of Regenerative & Wellness Medicine Inc. (hereinafter "Ageless Center of Regenerative & Wellness Medicine") is a domestic profit corporation organized and existing under the laws of the State of Georgia with its principal place of business

located at 1000 Commerce Drive, Suite 300, Fayette County, Peachtree City, GA 30269. Defendant may be served through its Registered Agent Jamie Walraven at this address. Defendant Ageless Center of Regenerative & Wellness Medicine was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Ageless Center of Regenerative & Wellness Medicine is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

5.

Defendant Jamie Walraven, M.D. resides at 110 Pebble Beach Drive 42G, Fayette County, Fayetteville, GA 30215, and is an employee and/or agent of Defendants Stem Cell Center of Georgia, Ageless Aesthetics, and/or Ageless Center of Regenerative & Wellness Medicine. She may be served at her places of employment, located at 1000 Commerce Drive, Suite 300, Fayette County, Peachtree City, GA 30269, or at her residence. Defendant Dr. Walraven was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Dr. Walraven is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

6.

Defendant Robert L. Halpern, M.D. resides at 4075 Merriweather Woods, Fulton County, Alpharetta, GA 30022, and is an employee and/or agent of Defendants Georgia Eye Care Associates, Georgia Eye Care, Eye Consultants of Atlanta, and/or Eye Consultants of Atlanta Foundation. He may be served at his places of employment, located at 3225 Cumberland Blvd., Suite 900, Cobb County, Atlanta, GA 30339, or at his residence. Defendant Dr. Halpern is

subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. VI, O.C.G.A. § 15-7-4.

7.

Defendant Georgia Eye Care Associates, L.L.C. (hereinafter "Georgia Eye Care Associates") is a domestic limited liability company organized and existing under the laws of the State of Georgia with its principal place of business located at 3225 Cumberland Blvd. SE, Suite 900, Cobb County, Atlanta, GA, 30339. Defendant may be served through its Registered Agent Dr. Robert L. Halpern at this address. Defendant Georgia Eye Care Associates was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Georgia Eye Care Associates is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

8.

Defendant Georgia Eye Care, Inc. (hereinafter "Georgia Eye Care") is a domestic profit corporation organized and existing under the laws of the State of Georgia with its principal place of business located at 3225 Cumberland Blvd. SE, Suite 900, Cobb County, Atlanta, GA, 30339. Defendant may be served through its Registered Agent Rick Rodecker at this address. Defendant Georgia Eye Care was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Georgia Eye Care is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

9.

Defendant Eye Consultants of Atlanta, P.C. (hereinafter "Eye Consultants of Atlanta") is a domestic profit corporation organized and existing under the laws of the State of Georgia with its principal place of business located at 3225 Cumberland Blvd., Suite 900, Cobb County, Atlanta, GA 30339. Defendant may be served through its Registered Agent Richard A. Rodecker at this address. Defendant Eye Consultants of Atlanta was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Eye Consultants of Atlanta is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

10.

Defendant Eye Consultants of Atlanta Foundation, Inc. (hereinafter "Eye Consultants Foundation of Atlanta") is a domestic nonprofit corporation organized and existing under the laws of the State of Georgia with its principal place of business located at 3225 Cumberland Blvd., Suite 900, Cobb County, Atlanta, GA 30339. Defendant may be served through its registered agent, Richard A Rodecker at this address. Defendant Eye Consultants Foundation of Atlanta was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Eye Consultants Foundation of Atlanta is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

11.

Defendant Linda Faulkner FNP-C is a certified family nurse practitioner, resides at 37 Water Oak Drive, Coweta County, Sharpsburg, GA 30277, and is an employee and/or agent of

Defendants Stem Cell Center of Georgia, Ageless Aesthetics, and/or Ageless Center of Regenerative & Wellness Medicine. She may be served at her places of employment, located at 1000 Commerce Drive, Suite 300, Fayette County, Peachtree City, GA, 30269, or at her residence. Defendant Faulkner was a joint tort-feasor, joint contractor, or copartner with a Defendant who resides in Fulton County, Georgia. As such, Defendant Faulkner is subject to this Court's jurisdiction and venue is proper in Fulton County, Georgia under Ga. Const. 1983, Art. VI, § II, Para. IV, O.C.G.A. §§ 9-10-31, 15-7-4.

12.

Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network (hereinafter "Cell Surgical Network") is a corporation organized and existing under the laws of the State of California with its principle place of business located at 72780 Country Club Drive, #301, Rancho Mirage, CA 92270. It may be served through its registered agent, Defendant Dr. Elliot B. Lander, at this address.

13.

Defendant Dr. Elliot B. Lander, M.D., is an employee or agent of Defendant Cell Surgical Network. He may be served at his place of employment, located at 72780 Country Club Drive, #301, Rancho Mirage, CA, 92270.

14.

Defendant Dr. Mark Berman, M.D., is an employee or agent of Defendant Cell Surgical Network. He may be served at his place of employment, located at 72780 Country Club Drive, #301, Rancho Mirage, CA, 92270.

15.

As set forth herein, Defendants Cell Surgical Network, Dr. Lander, and Dr. Berman committed tortious acts and omissions within the State of Georgia, committed tortious injuries within the State of Georgia caused by acts and omissions committed outside of the State of Georgia, regularly do or solicit business in the State of Georgia, and otherwise engage in a persistent course of conduct in the State of Georgia. As such, Defendants Cell Surgical Network, Dr. Lander and Dr. Berman are subject to this Court's jurisdiction under O.C.G.A. § 9-10-91.

16.

Venue is proper under O.C.G.A. § 9-10-93 in Fulton County, GA as to Defendants Cell Surgical Network, Dr. Lander and Dr. Berman because they were all involved in the same transaction or occurrence as the Defendant who resides in Fulton County, Georgia.

17.

Based on the above allegations, this Court has jurisdiction of all the above-named Defendants and venue is proper as to said Defendants in this Court.

OPERATIVE FACTS

A. Defendants' Claim to Provide Effective Stem Cell Therapy.

18.

Plaintiffs incorporate paragraphs 1 through 17 above as if fully restated herein.

19.

Age-related macular degeneration ("AMD") is a common eye condition causing vision loss over time. It is caused by the deterioration of the central portion of the retina, known as the macula, which is responsible for focusing central vision in the eye and controlling the ability to see objects in fine detail.

20.

The Defendants jointly operate a "stem cell" therapy business which advertises on the internet.

21.

Defendants claim to harvest stem cells by using liposuction to collect adipose tissue (i.e., fat tissue) from patients and by processing that tissue to isolate stem cells. Defendants, through their agents, officers and employees, including, but not limited to Dr. Walraven, nurse Faulkner, and Dr. Halpern, inject or arrange for stem cells to be injected via needle into various parts of patients' bodies. The Defendants claim that these injections are always done by "experts," such as interventional radiologists or surgeons.

22.

Defendants claim that their stem cell therapy is "research" and claim that it is of university-quality. Defendants claim that the stem cell therapy can be used to treat a myriad of ailments and degenerative diseases.

23.

Defendants tout the benefits of their stem cell therapy despite that no scientific evidence or peer-reviewed literature shows that Defendants' stem cell therapies provide any medical benefit for AMD.

24.

Defendants Cell Surgical Network, Dr. Lander, and Dr. Berman are the authors of a published book entitled *The Stem Cell Revolution* and own and operate the website www.stemcellrevolution.com. Both the book and the website are widely available to the general public and are intended to promote the use of stem cells, and in particular adipose-derived stem

cells, as a method of treating a wide variety of degenerative conditions, diseases and disorders. Both the book and website includes Dr. Lander's and Dr. Berman's photographs and identify them each as medical doctors ("M.D."). The book shows them in surgical uniforms (e.g., "scrubs"). It also describes Dr. Berman as an internationally-recognized expert in fat grafting procedures and presents Dr. Lander as an experienced urologist and surgeon. In the book, Dr. Lander and Dr. Berman state that they have been doing stem cell surgical procedures for over four years and have "treated" more than 2,000 patients with stem cell therapy.

25.

Defendant Cell Surgical Network owns and operates a website at www.stemcellrevolution.com. In *The Stem Cell Revolution* book, Defendants Cell Surgical Network, Dr. Lander, and Dr. Berman instruct readers to visit this site, where these Defendants further promote and advertise the services of a network of stem cell therapy businesses that they describe as stem cell "treatment centers." On the website, Defendants Dr. Lander and Dr. Berman describe themselves as the "Founders" of the Cell Surgical Network.

26.

One purported stem cell treatment center promoted and advertised by Defendants Cell Surgical Network, Dr. Lander and Dr. Berman on the website is Defendant Stem Cell Center of Georgia. Defendants Cell Surgical Network, Dr. Lander and Dr. Berman represent on the website that Defendant Stem Cell Center of Georgia is part of its domestic and international "Physician Network" of stem cell "treatment centers." The Defendants further identify Defendant Dr. Walraven as the physician associated with Defendant Stem Cell Center of Georgia, include the address, phone number, and website for Defendant Stem Cell Center of Georgia, and include a photograph of Defendant Dr. Walraven in a white medical lab coat.

27.

The Defendant Cell Surgical Network, Dr. Lander and Dr. Berman also include on their website online links through which patients can view Defendant Dr. Walraven's curriculum vitae and to submit online inquiries for stem cell therapy services to Defendant Stem Cell Center of Georgia. In this manner, Defendants Cell Surgical Network, Dr. Lander and Dr. Berman coordinate and facilitate contact between potential patients and "treatment centers," including the Defendant Stem Cell Center of Georgia, forming part of their "Physician Network." Furthermore, they encourage potential patients to reach out directly to Cell Surgical Network's offices in the event that patients do not immediately hear back from a local "treatment center." Defendants Cell Surgical Network, Dr. Lander and Dr. Berman present themselves as part of the same "multidisciplinary team" as the various stem cell therapy "treatment centers" included in their "Physician Network" that includes Defendants Stem Cell Center of Georgia and Dr. Walraven.

28.

Through a series of in-person training seminars and publications, Defendants Cell Surgical Network, Dr. Lander and Dr. Berman train, instruct, and educate members of their Physician Network in stem cell extraction and reinjection methods. Defendants Cell Surgical Network, Dr. Lander and Dr. Berman charge potential members of their Physician Network a fee of several thousands of dollars to attend in-person training sessions on the administration of stem cell therapies and provide such members a "certification" upon completion of the sessions. In addition, Defendants Cell Surgical Network, Dr. Lander and Dr. Berman maintain regular contact and communication with members of their Physician Network. Defendants Cell Surgical Network, Dr. Lander and Dr. Berman, together with their network of "treatment centers" utilize a

centralized online database where they exchange information regarding particular patients participating in stem cell therapy procedures.

29.

Defendants Cell Surgical Network, Dr. Lander and Dr. Berman expect all members of their Physician Network to use the online database to contribute to their investigation of stem cell therapy. Defendants Stem Cell Center of Georgia and Dr. Walraven and their agents, employees and representatives, utilize this online database in order to maintain contact and share information with Defendants Cell Surgical Network, Dr. Lander and Dr. Berman. That online database was utilized in this particular case, whereby Defendant Stem Cell Center of Georgia, through one or more of its representatives, collected information from Mrs. Tyler regarding her personal background and medical history and inputted it into the Cell Surgical Network online database so that Defendants Cell Surgical Network, Dr. Lander and Dr. Berman could access Mrs. Tyler's personal medical information.

In both their book and the website, Defendants Cell Surgical Network, Dr. Lander and Dr. Berman make numerous false, materially incomplete, and misleading claims, statements, and representations regarding the risks associated with stem cell "therapy" procedures and efficacy of such procedures in treating degenerative conditions. This includes the following claims:

a. that one's fat is loaded with stem cells that can be used NOW to treat and reverse a large number of inflammatory and degenerative conditions (emphasis in original);

b. that adult stem cells are safe and effective in a large variety of clinical conditions and that almost any condition caused by damage or degradation of one's body cells has the potential for being improved using stem cells;

c. that they have performed over 2000 cases that have demonstrated extraordinary safety and no serious adverse effects related to stem cell therapy;

d. that the use of stem cells has produced astonishing results in tissue healing;

e. that stem cell therapy procedures can produce healing results as early as a few hours after the procedure;

f. that all treatment centers comprising the Cell Surgical Network "Physician Network" employ identical methods and protocols, all employ a special "closed system" technology to maintain sterility, and all use the same sterile closed surgical procedures for the extraction and injection of stem cells;

g. that the doctors comprising their "Physician Network" are highly-qualified in the extraction and injection of stem cells and are vigilant about patient safety;

h. that any physician with an MD degree, regardless of his or her chosen specialty, can easily perform a stem cell therapy procedure;

i. that the method by which stem cells are extracted from tissue and then re-injected into affected areas of the patient's body is non-invasive or minimally invasive; and

j. that post-operative discomfort is minimal and there is minimal restriction on activity post-operation.

30.

When Defendants Cell Surgical Network, Dr. Lander and Dr. Berman made these and other similarly false, misleading, and materially incomplete claims, they knew or should have known that such claims would be relied upon by potential patients deciding whether to proceed with a stem cell therapy procedure.

B. <u>Defendants Convince Mrs. Tyler to Undergo Defendants' Stem Cell Therapy, Which Renders Her Blind.</u>

31.

Plaintiff Doris Tyler (hereinafter "Mrs. Tyler") had been diagnosed with bilateral "wet" AMD approximately ten years before she sought treatment from Defendants and had experienced some progression of the disorder. However, as of the fall of 2016, Mrs. Tyler could see well enough to live independently and enjoy her daily life and family. She could identify her children and grandchildren, cook, read, pick her own clothes, play the piano, and sing in her choir.

32.

In 2016, Plaintiffs Mr. and Mrs. Tyler received from a family friend a copy of T*he Stem Cell Revolution* book authored by Defendants Cell Surgical Network, Dr. Lander and Dr. Berman. In the book, the authors instruct and encourage readers to visit the related website, www.stemcellrevolution.com, owned and operated by them. As noted above, the website includes the name and contact information, including telephone number, for Defendants Stem Cell Center of Georgia and Dr. Walraven. In reliance upon the representations in the book and website, Mr. and Mrs. Tyler contacted Defendants Stem Cell Center of Georgia and Ageless Aesthetics, which share the same address and phone number.

33.

Mrs. Tyler phoned the Defendant Stem Cell Center of Georgia and spoke directly with Defendants Dr. Walraven, nurse Faulkner and other representatives of the Defendants Ageless Aesthetics and the Stem Cell Center of Georgia. She participated in several telephone conversations with representatives of Defendant Ageless Aesthetics and Stem Cell Center of Georgia. Based on these conversations, she understood that the worst thing that could happen was that the procedure would be ineffective. She was not told that blindness was a possible complication. The representations contained in *The Stem Cell Revolution* book and related website, and these conversations persuaded Mrs. Tyler to pursue stem cell therapy with the Defendants Stem Cell Center of Georgia, Ageless Aesthetics, and Dr. Walraven as a treatment for her AMD.

34.

Mrs. Tyler agreed to pay Defendants a total of $8,900.00 for stem cell therapy treatment for both of her eyes.

35.

On September 7, 2016, Mr. and Mrs. Tyler traveled by car from their home in Ocoee, Florida to Atlanta, Georgia so that Mrs. Tyler could undergo stem cell treatment.

36.

On September 7, 2016, Mrs. Tyler initially met with Dr. Walraven and nurse Faulkner at the offices of the Stem Cell Center of Georgia and Ageless Aesthetics. There, Mrs. Tyler was asked to pay for the procedure, and did so. Then, these Defendants explained to Mrs. Tyler what the "stem cell" treatment would entail. It would be performed over a period of two days, with one eye treated on each day. Mrs. Tyler would first undergo a liposuction procedure to extract adipose tissue or fat from her body, and then another procedure to inject adipose derived "stem cells" directly into her eyes. The Defendants assured Mrs. Tyler that this was all part of a legitimate "research study" and appropriate treatment for her AMD. In truth and in fact, this procedure was not part of a legitimate research study because it lacked the appropriate controls, protocols, record-keeping procedures, governmental and ethical oversight, disclosures, and informed consent documentation associated with legitimate research studies of novel medical procedures involving human subjects.

37.

Also at the September 7, 2016 meeting, Dr. Walraven and other representatives of Stem Cell Center of Georgia presented Mrs. Tyler with documents illustrating the involvement of Defendants Cell Surgical Network, Dr. Lander and Dr. Berman in this particular stem cell therapy procedure. Such documents identified Stem Cell Center of Georgia as an affiliate of Defendant Cell Surgical Network and the Cell Surgical Network Research Program, and identified Defendants Dr. Berman and Dr. Lander as part of the same stem cell therapy research

study team as Defendant Dr. Walraven. Dr. Walraven and other representatives of Stem Cell Center of Georgia also presented Mrs. Tyler with documents requesting that she authorize Defendant Stem Cell Center of Georgia to share her protected health information with Defendants Cell Surgical Network, Dr. Lander and Dr. Berman and representing that she could contact Dr. Berman and/or Dr. Lander directly if she later elected to withdraw that authorization.

38.

The next day, on September 8, 2016, Mrs. Tyler went to Defendant Dr. Halpern's office for her treatment. Dr. Halpern performed a pre-procedure examination of her eyes and assured Mrs. Tyler that she was a candidate for the stem cell therapy procedure. Based on her research of the Stem Cell Center of Georgia and Defendants' representations, Mrs. Tyler believed that Dr. Halpern and Dr. Walraven were qualified in the administration of stem cell therapy and were equipped to determine whether the treatment was appropriate for her condition.

39.

Then, Dr. Walraven, assisted by nurse Faulkner, began to perform the liposuction portion of the procedure, extracting adipose tissue or fat from Mrs. Tyler's abdomen. Some portions of these procedures were videotaped by the Defendants.

40.

Once the adipose tissue or fat was removed from Mrs. Tyler by Defendants Walraven and Faulkner, Defendant Dr. Walraven performed or oversaw the "stem cell" extraction and isolation process. She then returned to the operating room to show Mrs. Tyler the vials of "stem cells."

41.

Next, Dr. Halpern injected the "stem cells" directly into Mrs. Tyler's right eye intravitreally. Dr. Walraven then took the remaining stem cell solution and injected it into Mrs.

Tyler's arm intravenously.

42.

After this right eye procedure, Mrs. Tyler experienced some eye pressure and an associated headache. She told Dr. Halpern, who immediately withdrew fluid from her eye to ease the pressure. She then left Dr. Halpern's office.

43.

On September 9, 2016, Mrs. Tyler returned to Dr. Halpern's office for the procedure on her left eye. The entire procedure was repeated again. Again, Dr. Walraven and nurse Faulkner performed liposuction, extracting tissue from Mrs. Tyler's abdomen, and again, Dr. Walraven extracted the "stem cells." Then, Dr. Halpern injected the "stem cells" directly into Mrs. Tyler's left eye intravitreally. Again, Dr. Walraven injected the additional stem cell solution into Mrs. Tyler's arm intravenously. Mrs. Tyler then returned to the hotel where she was staying in Marietta, Georgia.

44.

By September 12, 2016, while Mrs. Tyler was still staying in Marietta, she began experiencing blurred vision in both eyes and some bleeding. To address these issues, she returned to Dr. Halpern's office. Dr. Halpern noted that she was experiencing "spider webbing" vision and injected her right eye with a medicine used to treat wet AMD, Eylea. Mrs. Tyler then left his office.

45.

After spending a few days visiting family members, on September 15, 2016, Mrs. Tyler returned to Dr. Halpern's office so that Dr. Halpern could inject her left eye with Eylea.

46.

Believing that her stem cell therapy was complete and had been successful, Mrs. Tyler traveled back to her home in Ocoee, Florida. By October 3, 2016, however, Mrs. Tyler was diagnosed with retinal detachment of her left eye, leaving her blind in that eye and requiring several surgeries. By December 2016, she had also suffered a retinal detachment in her right eye, leaving her blind in that eye as well and also requiring several surgeries. At the time that she was examined by Dr. Thomas Arno Albini, Mrs. Tyler was totally and permanently blind in her left eye and had only some light perception in her right eye. At the present time, she is totally and permanently blind in both eyes.

47.

As a direct and proximate cause of the Defendants' negligence, Mrs. Tyler has suffered permanent vision loss and Plaintiffs claim the damages set forth below.

C. <u>Defendants Design, Formulate and Produce Stem Cell Therapy.</u>

48.

Defendants Stem Cell Center of Georgia, Ageless Aesthetics, Ageless Center of Regenerative & Wellness, Dr. Walraven, Ms. Faulkner, Dr. Halpern, Georgia Eye Care Associates, Georgia Eye Care, Eye Consultants of Atlanta, and Eye Consultants of Atlanta Foundation were in privity with Mrs. Tyler.

49.

These 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.

50.

These Defendants claimed they processed this tissue to isolate stem cells.

51.

These Defendants intended this product be delivered via needle injection either directly into or behind Mrs. Tyler's eyes.

52.

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

53.

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 Mrs. Tyler, and was manufactured, designed, and marketed in a negligent manner by the Defendants.

COUNT I
NEGLIGENCE OF DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-53 above, as if set forth verbatim herein.

54.

Based on the above-described facts and circumstances, Defendant Walraven was negligent and failed to exercise that degree of skill and care employed by physicians generally under similar conditions and like surrounding circumstances in the following ways:

(a) By attempting to treat Mrs. Tyler's wet AMD with unproven methods;

(b) By failing to provide sufficient information to Mrs. Tyler to obtain her informed consent to the unproven method of treatment for AMD;

(c) By misrepresenting to Mrs. Tyler that she would be participating in a research study; and

(d) By arranging, authorizing, and/or performing the two procedures on Mrs. Tyler in such close temporal proximity, without allowing sufficient time to lapse in between them to determine whether the procedure was safe and effective.

55.

Mrs. Tyler's blindness was proximately caused by the above described negligence of Defendant Walraven, individually, or combined, jointly and/or severally, with the other Defendants named herein.

56.

As a result of the above-described negligence of said Defendant Walraven, Mrs. Tyler has sustained actual medical bills to date well in excess of $10,000.00 and said medical expenses are ongoing.

57.

As a result of the above-described negligence of said Defendant Walraven, Mrs. Tyler will require extensive medical care and treatment for the rest of her life expectancy.

58.

As a result of the above-described negligence of said Defendant Walraven, Mrs. Tyler has, in addition to her permanent vision loss, suffered bodily injuries and medical complications.

59.

As a result of the above-described negligence of said Defendant Walraven, Mrs. Tyler has experienced tremendous physical and mental pain and suffering and will continue to experience tremendous physical and mental pain and suffering for the rest of her life.

COUNT II
VICARIOUS LIABILITY OF DEFENDANT STEM CELL CENTER OF GEORGIA LLC FOR THE NEGLIGENCE OF DEFENDANT WALRAVEN

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-59 above, as if set forth verbatim herein.

60.

At all times set forth above, and/or otherwise relevant hereto, Defendant Walraven was an employee and/or agent of Defendant Stem Cell Center of Georgia acting within the scope of her employment and/or agency. Thus, Defendant Stem Cell Center of Georgia is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT III
VICARIOUS LIABILITY OF DEFENDANT AGELESS AESTHETICS, LLC. FOR THE NEGLIGENCE OF DEFENDANT WALRAVEN

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-60 above, as if set forth verbatim herein.

61.

At all times set forth above, and/or otherwise relevant hereto, Defendant Walraven was an employee and/or agent of Defendant Ageless Aesthetics acting within the scope of her employment and/or agency. Thus, Defendant Ageless Aesthetics is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT IV
VICARIOUS LIABILITY OF DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC FOR THE NEGLIGENCE OF DEFENDANT WALRAVEN

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-61 above, as if set forth verbatim herein.

62.

At all times set forth above, and/or otherwise relevant hereto, Defendant Walraven was an employee and/or agent of Defendant Ageless Center acting within the scope of her employment and/or agency. Thus, Defendant Ageless Center is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT V
NEGLIGENCE OF DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-62 above, as if set forth verbatim herein.

63.

Based on the above-described facts and circumstances, Defendant Faulkner was negligent and failed to exercise that degree of skill and care employed by nurse practitioners generally under similar conditions and like surrounding circumstances in the following ways:

(a) By attempting to treat Mrs. Tyler's wet AMD with unproven methods;

(b) By failing to provide sufficient information to Mrs. Tyler to obtain her informed consent to the unproven method of treatment for AMD; and

(c) By misrepresenting to Mrs. Tyler that she would be participating in a research study.

64.

Mrs. Tyler's blindness was proximately caused by the above described negligence of Defendant Faulkner, individually, or combined, jointly and/or severally, with the other Defendants named herein.

65.

As a result of the above-described negligence of said Defendant Faulkner, Mrs. Tyler has sustained actual medical bills to date well in excess of $10,000.00 and said medical expenses are ongoing.

66.

As a result of the above-described negligence of said Defendant Faulkner, Mrs. Tyler will require extensive medical care and treatment for the rest of her life expectancy.

67.

As a result of the above-described negligence of said Defendant Faulkner, Mrs. Tyler has, in addition to her permanent blindness, suffered bodily injuries and medical complications.

68.

As a result of the above-described negligence of said Defendant Faulkner, Mrs. Tyler has experienced tremendous physical and mental pain and suffering and will continue to experience tremendous physical and mental pain and suffering for the rest of her life.

COUNT VI
VICARIOUS LIABILITY OF DEFENDANT STEM CELL CENTER OF GEORGIA LLC FOR THE NEGLIGENCE OF LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-68 above, as if set forth verbatim herein.

69.

At all times set forth above, and/or otherwise relevant hereto, Defendant Faulkner was an employee and/or agent of Defendant Stem Cell Center of Georgia acting within the scope of her employment and/or agency. Thus, Defendant Stem Cell Center of Georgia is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT VII
VICARIOUS LIABILITY OF DEFENDANT AGELESS AESTHETICS, LLC. FOR THE NEGLIGENCE OF LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-69 above, as if set forth verbatim herein.

70.

At all times set forth above, and/or otherwise relevant hereto, Defendant Faulkner was an employee and/or agent of Defendant Ageless Aesthetics acting within the scope of her employment and/or agency. Thus, Defendant Ageless Aesthetics is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT VIII
VICARIOUS LIABILITY OF DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC FOR THE NEGLIGENCE OF LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-70 above, as if set forth verbatim herein.

71.

At all times set forth above, and/or otherwise relevant hereto, Defendant Faulkner was an employee and/or agent of Defendant Ageless Center acting within the scope of her employment and/or agency. Thus, Defendant Ageless Center is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT IX
NEGLIGENCE OF DEFENDANT ROBERT HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-71 above, as if set forth verbatim herein.

72.

Based on the above-described facts and circumstances, Defendant Halpern was negligent and failed to exercise that degree of skill and care employed by physicians generally under similar conditions and like surrounding circumstances in the following ways:

(a) By attempting to treat Mrs. Tyler's wet AMD with unproven methods;

(b) By failing to provide sufficient information to Mrs. Tyler to obtain her informed consent to the unproven method of treatment for AMD; and

(c) By misrepresenting to Mrs. Tyler that she would be participating in a research study.

73.

Mrs. Tyler's blindness was proximately caused by the above described negligence of Defendant Halpern, individually, or combined, jointly and/or severally, with the other Defendants named herein.

74.

As a result of the above-described negligence of said Defendant Halpern, Mrs. Tyler has sustained actual medical bills to date well in excess of $10,000.00 and said medical expenses are ongoing.

75.

As a result of the above-described negligence of said Defendant Halpern, Mrs. Tyler will require extensive medical care and treatment for the rest of her life expectancy.

76.

As a result of the above-described negligence of said Defendant Halpern, Mrs. Tyler has, in addition to her permanent blindness, suffered bodily injuries and medical complications.

77.

As a result of the above-described negligence of said Defendant Halpern, Mrs. Tyler has experienced tremendous physical and mental pain and suffering and will continue to experience tremendous physical and mental pain and suffering for the rest of her life.

COUNT X
VICARIOUS LIABILITY OF DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-77 above, as if set forth verbatim herein.

78.

At all times set forth above, and/or otherwise relevant hereto, Defendant Halpern was an employee and/or agent of Defendant Georgia Eye Care Associates acting within the scope of his employment and/or agency. Thus, Defendant Georgia Eye Care Associates is vicariously liable

for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT XI
VICARIOUS LIABILITY OF DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-78 above, as if set forth verbatim herein.

79.

At all times set forth above, and/or otherwise relevant hereto, Defendant Halpern was an employee and/or agent of Defendant Georgia Eye Care acting within the scope of his employment and/or agency. Thus, Defendant Georgia Eye Care is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT XII
VICARIOUS LIABILITY OF DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-79 above, as if set forth verbatim herein.

80.

At all times set forth above, and/or otherwise relevant hereto, Defendant Halpern was an employee and/or agent of Defendant Eye Consultants of Atlanta acting within the scope of his employment and/or agency. Thus, Defendant Eye Consultants of Atlanta is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT XIII
VICARIOUS LIABILITY OF DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-80 above, as if set forth verbatim herein.

81.

At all times set forth above, and/or otherwise relevant hereto, Defendant Halpern was an employee and/or agent of Defendant Eye Consultants of Atlanta Foundation acting within the scope of his employment and/or agency. Thus, Defendant Eye Consultants of Atlanta Foundation is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT XIV
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-81 above, as if set forth verbatim herein.

82.

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

83.

Defendant Walraven represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

84.

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

85.

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

86.

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

87.

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 Walraven, and expertise not possessed by Defendant Walraven.

88.

Defendant Walraven 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.

89.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

90.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XV
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-90 above, as if set forth verbatim herein.

91.

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

92.

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

93.

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

94.

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

95.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Walraven.

96.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Walraven's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

97.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

98.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XVI
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-98 above, as if set forth verbatim herein.

99.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Walraven knowingly sold the product and for which, in reliance on the judgment of Defendant Walraven the Plaintiff Doris Tyler bought the product.

100.

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

101.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Walraven.

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 Doris Tyler's eyes after receiving the product.

104.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XVII
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-104 above, as if set forth verbatim herein.

105.

Defendant Walraven 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

106.

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

107.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

108.

The product reached Doris Tyler without substantial change affecting its condition.

109.

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.

110.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT XVIII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-110 above, as if set forth verbatim herein.

111.

Defendant Walraven 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

112.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Walraven.

113.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Walraven.

114.

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 Doris Tyler.

115.

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.

116.

Defendant Walraven, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT XIX
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-116 above, as if set forth verbatim herein.

117.

Defendant Walraven 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

118.

The product was under the control Defendant Walraven 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 Doris Tyler.

119.

Defendant Walraven downplayed the serious and dangerous side effects of the product to encourage sale of the product.

120.

The product was defective and unreasonably dangerous when it left the possession of Defendant Walraven in that it contained warnings insufficient to alert Doris Tyler 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 Walraven still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

121.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Walraven.

122.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Walraven 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.

123.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Walraven.

124.

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

125.

As a direct and proximate consequence of Defendant Walraven's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT XX
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-125 above, as if set forth verbatim herein.

126.

Defendant Walraven 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

127.

Notwithstanding this duty of care, Defendant Walraven breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

128.

As a direct and proximate consequence of Defendant Walraven's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT XXI
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT JAMIE WALRAVEN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-128 above, as if set forth verbatim herein.

129.

Defendant Walraven negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

130.

At the time Defendant Walraven made these statements to Mrs. Tyler, Defendant Walraven knew or should have known that these statements were misleading. The "stem cell"

research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

131.

Mrs. Tyler relied upon the negligent representations of Walraven's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

132.

As a result of Walraven's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XXII
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-132 above, as if set forth verbatim herein.

133.

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

134.

Defendant Stem Cell Center of Georgia represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

135.

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

136.

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

137.

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

138.

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 Stem Cell Center of Georgia, and expertise not possessed by Defendant Stem Cell Center of Georgia.

139.

Defendant Stem Cell Center of Georgia 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.

140.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

141.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXIII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-141 above, as 141if set forth verbatim herein.

142.

The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Stem Cell Center of Georgia.

143.

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

144.

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

145.

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

146.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Stem Cell Center of Georgia.

147.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Stem Cell Center of Georgia's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

148.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

149.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXIV
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-149 above, as if set forth verbatim herein.

150.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Stem Cell Center of Georgia knowingly sold the product and for which, in reliance on the judgment of Defendant Stem Cell Center of Georgia the Plaintiff Doris Tyler bought the product.

151.

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

152.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Stem Cell Center of Georgia.

153.

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

154.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

155.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXV
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-155 above, as if set forth verbatim herein.

156.

Defendant Stem Cell Center of Georgia 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

157.

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

158.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

159.

The product reached Doris Tyler without substantial change affecting its condition.

160.

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.

161.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT XXVI
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-161 above, as if set forth verbatim herein.

162.

Defendant Stem Cell Center of Georgia 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 Doris Tyler, 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 Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Stem Cell Center of Georgia.

164.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Stem Cell Center of Georgia.

165.

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 Doris Tyler.

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.

Defendant Stem Cell Center of Georgia, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT XXVII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-167 above, as if set forth verbatim herein.

168.

Defendant Stem Cell Center of Georgia 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

169.

The product was under the control Defendant Stem Cell Center of Georgia 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 Doris Tyler.

170.

Defendant Stem Cell Center of Georgia downplayed the serious and dangerous side effects of the product to encourage sale of the product.

171.

The product was defective and unreasonably dangerous when it left the possession of Defendant Stem Cell Center of Georgia in that it contained warnings insufficient to alert Doris Tyler 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 Stem Cell Center of Georgia still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

172.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Stem Cell Center of Georgia.

173.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Stem Cell Center of Georgia 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.

174.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Stem Cell Center of Georgia.

175.

The Plaintiff did not have the same knowledge as Defendant Stem Cell Center of Georgia and no adequate warning was communicated to her.

176.

As a direct and proximate consequence of Defendant Stem Cell Center of Georgia's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT XXVIII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-176 above, as if set forth verbatim herein.

177.

Defendant Stem Cell Center of Georgia 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

178.

Notwithstanding this duty of care, Defendant Stem Cell Center of Georgia breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

179.

As a direct and proximate consequence of Defendant Stem Cell Center of Georgia's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT XXIX
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT STEM CELL CENTER OF GEORGIA LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-179 above, as if set forth verbatim herein.

180.

Defendant Stem Cell Center of Georgia negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

181.

At the time Defendant Stem Cell Center of Georgia made these statements to Mrs. Tyler, Defendant Stem Cell Center of Georgia knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

182.

Mrs. Tyler relied upon the negligent representations of Stem Cell Center of Georgia's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

183.

As a result of Stem Cell Center of Georgia's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XXX
EXPRESS WARRANTY CLAIM AGAINST AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-183 above, as if set forth verbatim herein.

184.

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

185.

Defendant Ageless Aesthetics, LLC. represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

186.

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

187.

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

188.

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

189.

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 Ageless Aesthetics, LLC., and expertise not possessed by Defendant Ageless Aesthetics, LLC.

190.

Defendant Ageless Aesthetics, 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.

191.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Tyler's eyes after receiving the product.

192.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXXI
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-192 above, as if set forth verbatim herein.

193.

The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Ageless Aesthetics, LLC.

194.

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

195.

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

196.

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

197.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Ageless Aesthetics, LLC.

198.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Ageless Aesthetics, LLC.'s representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

199.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

200.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXXII
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-200 above, as if set forth verbatim herein.

201.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Ageless Aesthetics, LLC. knowingly sold the product and for which, in reliance on the judgment of Defendant Ageless Aesthetics, LLC., the Plaintiff Doris Tyler bought the product.

202.

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

203.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Ageless Aesthetics, LLC.

204.

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

205.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

206.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXXIII
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-206 above, as if set forth verbatim herein.

207.

Defendant Ageless Aesthetics, 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

208.

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

209.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

210.

The product reached Doris Tyler without substantial change affecting its condition.

211.

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.

212.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT XXXIV
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-212 above, as if set forth verbatim herein.

213.

Defendant Ageless Aesthetics, 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

214.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Ageless Aesthetics, LLC.

215.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Ageless Aesthetics, LLC.

216.

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 Doris Tyler.

217.

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.

218.

Defendant Ageless Aesthetics, LLC, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT XXXV
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-218 above, as if set forth verbatim herein.

219.

Defendant Ageless Aesthetics, 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

220.

The product was under the control Defendant Ageless Aesthetics, 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 Doris Tyler.

221.

Defendant Ageless Aesthetics, LLC. downplayed the serious and dangerous side effects of the product to encourage sale of the product.

222.

The product was defective and unreasonably dangerous when it left the possession of Defendant Ageless Aesthetics, LLC. in that it contained warnings insufficient to alert Doris Tyler 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 Ageless Aesthetics, LLC. still failed to provide warnings

that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

223.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Ageless Aesthetics, LLC.

224.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Ageless Aesthetics, 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.

225.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Ageless Aesthetics, LLC.

226.

The Plaintiff did not have the same knowledge as Defendant Ageless Aesthetics, LLC. and no adequate warning was communicated to her.

227.

As a direct and proximate consequence of Defendant Ageless Aesthetics, LLC.'s actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT XXXVI
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-227 above, as if set forth verbatim herein.

228.

Defendant Ageless Aesthetics, 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, 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 Ageless Aesthetics, LLC. breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

230.

As a direct and proximate consequence of Defendant Ageless Aesthetics, LLC.'s actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT XXXVII
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT AGELESS AESTHETICS, LLC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-230 above, as if set forth verbatim herein.

231.

Defendant Ageless Aesthetics, LLC. negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

232.

At the time Defendant Ageless Aesthetics, LLC. made these statements to Mrs. Tyler, Defendant Ageless Aesthetics, LLC. knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

233.

Mrs. Tyler relied upon the negligent representations of Ageless Aesthetics, LLC.'s in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

234.

As a result of Ageless Aesthetics, LLC.'s negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XXXVIII
EXPRESS WARRANTY CLAIM AGAINST AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-234 above, as if set forth verbatim herein.

235.

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

236.

Defendant Ageless Center represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

237.

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

238.

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

239.

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

240.

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 Ageless Center, and expertise not possessed by Defendant Ageless Center

241.

Defendant Ageless Center 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.

242.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Tyler's eyes after receiving the product.

243.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XXXIX
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-243 above, as if set forth verbatim herein.

244.

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

245.

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

246.

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

247.

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

248.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Ageless Center.

249.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Ageless Center's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

250.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

251.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XL
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-251 above, as if set forth verbatim herein.

252.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Ageless Center knowingly sold the product and for which, in reliance on the judgment of Defendant Ageless Center the Plaintiff Doris Tyler bought the product.

253.

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

254.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Ageless Center.

255.

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

256.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

257.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XLI
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-257 above, as if set forth verbatim herein.

258.

Defendant Ageless Center 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

259.

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

260.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

261.

The product reached Doris Tyler without substantial change affecting its condition.

262.

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.

263.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT XLII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-263 above, as if set forth verbatim herein.

264.

Defendant Ageless Center 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

265.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Ageless Center.

266.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Ageless Center.

267.

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 Doris Tyler.

268.

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.

269.

Defendant Ageless Center, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT XLIII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-269 above, as if set forth verbatim herein.

270.

Defendant Ageless Center 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

271.

The product was under the control Defendant Ageless Center 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 Doris Tyler.

272.

Defendant Ageless Center downplayed the serious and dangerous side effects of the product to encourage sale of the product.

273.

The product was defective and unreasonably dangerous when it left the possession of Defendant Ageless Center in that it contained warnings insufficient to alert Doris Tyler 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 Ageless Center still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

274.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Ageless Center.

275.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Ageless Center 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.

276.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Ageless Center.

277.

The Plaintiff did not have the same knowledge as Defendant Ageless Center and no adequate warning was communicated to her.

278.

As a direct and proximate consequence of Defendant Ageless Center's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT XLIV
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-278 above, as if set forth verbatim herein.

279.

Defendant Ageless Center 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

280.

Notwithstanding this duty of care, Defendant Ageless Center breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

281.

As a direct and proximate consequence of Defendant Ageless Center's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT XLV
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT AGELESS CENTER OF REGENERATIVE & WELLNESS MEDICINE INC

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-281 above, as if set forth verbatim herein.

282.

Defendant Ageless Center negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

283.

At the time Defendant Ageless Center made these statements to Mrs. Tyler, Defendant Ageless Center knew or should have known that these statements were misleading. The "stem

cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

284.

Mrs. Tyler relied upon the negligent representations of Ageless Center's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

285.

As a result of Ageless Center's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XLVI
EXPRESS WARRANTY CLAIM AGAINST ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-285 above, as if set forth verbatim herein.

286.

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

287.

Defendant Halpern represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

288.

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

289.

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

290.

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

291.

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 Halpern, and expertise not possessed by Defendant Halpern.

292.

Defendant Halpern 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.

293.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

294.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XLVII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-294 above, as if set forth verbatim herein.

295.

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

296.

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

297.

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

298.

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

299.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Halpern.

300.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Halpern's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

301.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

302.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XLVIII
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-302 above, as if set forth verbatim herein.

303.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Halpern knowingly sold the product and for which, in reliance on the judgment of Defendant Halpern the Plaintiff Doris Tyler bought the product.

304.

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

305.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Halpern.

306.

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

307.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

308.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT XLIX
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-308 above, as if set forth verbatim herein.

309.

Defendant Halpern 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

310.

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

311.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

312.

The product reached Doris Tyler without substantial change affecting its condition.

313.

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.

314.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT L
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-314 above, as if set forth verbatim herein.

315.

Defendant Halpern 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

316.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Halpern.

317.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Halpern.

318.

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 Doris Tyler.

319.

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.

320.

Defendant Halpern, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT LI
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-320 above, as if set forth verbatim herein.

321.

Defendant Halpern 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

322.

The product was under the control Defendant Halpern 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 Doris Tyler.

323.

Defendant Halpern downplayed the serious and dangerous side effects of the product to encourage sale of the product.

324.

The product was defective and unreasonably dangerous when it left the possession of Defendant Halpern in that it contained warnings insufficient to alert Doris Tyler 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 Halpern still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

325.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Halpern.

326.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Halpern 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.

327.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Halpern.

328.

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

329.

As a direct and proximate consequence of Defendant Halpern's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT LII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-329 above, as if set forth verbatim herein.

330.

Defendant Halpern 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

331.

Notwithstanding this duty of care, Defendant Halpern breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

332.

As a direct and proximate consequence of Defendant Halpern's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT LIII
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT ROBERT L. HALPERN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-332 above, as if set forth verbatim herein.

333.

Defendant Halpern negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

334.

At the time Defendant Halpern made these statements to Mrs. Tyler, Defendant Halpern knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy

offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

335.

Mrs. Tyler relied upon the negligent representations of Halpern's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

336.

As a result of Halpern's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT LIV
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-336 above, as if set forth verbatim herein.

337.

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

338.

Defendant Georgia Eye Care Associates represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

339.

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

340.

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

341.

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

342.

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 Georgia Eye Care Associates, and expertise not possessed by Defendant Georgia Eye Care Associates.

343.

Defendant Georgia Eye Care Associates 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.

344.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

345.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LV
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-345 above, as if set forth verbatim herein.

346.

The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Georgia Eye Care Associates.

347.

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

348.

The product is not fit for the use intended by the Defendant Georgia Eye Care Associates, namely to give a therapeutic benefit and stop the progression of macular degeneration.

349.

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

350.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Georgia Eye Care Associates.

351.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Georgia Eye Care Associates' representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

352.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

353.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LVI
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-353 above, as if set forth verbatim herein.

354.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Georgia Eye Care Associates knowingly sold the product and for which, in reliance on the judgment of Defendant Georgia Eye Care Associates the Plaintiff Doris Tyler bought the product.

355.

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

356.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Georgia Eye Care Associates.

357.

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

358.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

359.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LVII
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-359 above, as if set forth verbatim herein.

360.

Defendant Georgia Eye Care Associates 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

361.

The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Georgia Eye Care Associates was defective because of a manufacturing defect.

362.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

363.

The product reached Doris Tyler without substantial change affecting its condition.

364.

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.

365.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below

COUNT LVIII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-365 above, as if set forth verbatim herein.

366.

Defendant Georgia Eye Care Associates 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

367.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Georgia Eye Care Associates.

368.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Georgia Eye Care Associates.

369.

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 Doris Tyler.

370.

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.

371.

Defendant Georgia Eye Care Associates, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT LIX
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-371 above, as if set forth verbatim herein.

372.

Defendant Georgia Eye Care Associates 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

373.

The product was under the control Defendant Georgia Eye Care Associates 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 Doris Tyler.

374.

Defendant Georgia Eye Care Associates downplayed the serious and dangerous side effects of the product to encourage sale of the product.

375.

The product was defective and unreasonably dangerous when it left the possession of Defendant Georgia Eye Care Associates in that it contained warnings insufficient to alert Doris Tyler 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 Georgia Eye Care Associates still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

376.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Georgia Eye Care Associates.

377.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Georgia Eye Care Associates 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.

378.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Georgia Eye Care Associates.

379.

The Plaintiff did not have the same knowledge as Defendant Georgia Eye Care Associates and no adequate warning was communicated to her.

380.

As a direct and proximate consequence of Defendant Georgia Eye Care Associates' actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT LX
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-380 above, as if set forth verbatim herein.

381.

Defendant Georgia Eye Care Associates 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

382.

Notwithstanding this duty of care, Defendant Georgia Eye Care Associates breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

383.

As a direct and proximate consequence of Defendant Georgia Eye Care Associates' actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT LXI
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT GEORGIA EYE CARE ASSOCIATES, L.L.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-383 above, as if set forth verbatim herein.

384.

Defendant Georgia Eye Care Associates negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

385.

At the time Defendant Georgia Eye Care Associates made these statements to Mrs. Tyler, Defendant Georgia Eye Care Associates knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

386.

Mrs. Tyler relied upon the negligent representations of Georgia Eye Care Associates in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

387.

As a result of Georgia Eye Care Associates' negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT LXII
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-387 above, as if set forth verbatim herein.

388.

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

389.

Defendant Georgia Eye Care, Inc. represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

390.

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

391.

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

392.

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

393.

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 Georgia Eye Care, Inc., and expertise not possessed by Defendant Georgia Eye Care, Inc.

394.

Defendant Georgia Eye Care, 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.

395.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

396.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXIII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-396 above, as if set forth verbatim herein.

397.

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

398.

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

399.

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

400.

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

401.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Georgia Eye Care, Inc.

402.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Georgia Eye Care, Inc.'s representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

403.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

404.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXIV
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-404 above, as if set forth verbatim herein.

405.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Georgia Eye Care, Inc. knowingly sold the product and for which, in reliance on the judgment of Defendant Georgia Eye Care, Inc. the Plaintiff Doris Tyler bought the product.

406.

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

407.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Georgia Eye Care, Inc.

408.

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

409.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

410.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXV
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-410 above, as if set forth verbatim herein.

411.

Defendant Georgia Eye Care, 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

412.

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

413.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

414.

The product reached Doris Tyler without substantial change affecting its condition.

415.

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.

416.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT LXVI
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-416 above, as if set forth verbatim herein.

417.

Defendant Georgia Eye Care, 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

418.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Georgia Eye Care, Inc.

419.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Georgia Eye Care, Inc.

420.

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 Doris Tyler.

421.

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.

422.

Defendant Georgia Eye Care, Inc., through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXVII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-422 above, as if set forth verbatim herein.

423.

Defendant Georgia Eye Care, 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

424.

The product was under the control Defendant Georgia Eye Care, 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 Doris Tyler.

425.

Defendant Georgia Eye Care, Inc. downplayed the serious and dangerous side effects of the product to encourage sale of the product.

426.

The product was defective and unreasonably dangerous when it left the possession of Defendant Georgia Eye Care, Inc. in that it contained warnings insufficient to alert Doris Tyler 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 Georgia Eye Care, Inc. still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

427.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Georgia Eye Care, Inc.

428.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Georgia Eye Care, 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.

429.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Georgia Eye Care, Inc.

430.

The Plaintiff did not have the same knowledge as Defendant Georgia Eye Care, Inc. and no adequate warning was communicated to her.

431.

As a direct and proximate consequence of Defendant Georgia Eye Care, Inc.'s actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXVIII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-431 above, as if set forth verbatim herein.

432.

Defendant Georgia Eye Care, 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

433.

Notwithstanding this duty of care, Defendant Georgia Eye Care, Inc. breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

434.

As a direct and proximate consequence of Defendant Georgia Eye Care, Inc.'s actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT LXIX
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT GEORGIA EYE CARE, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-434 above, as if set forth verbatim herein.

435.

Defendant Georgia Eye Care, Inc. negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

436.

At the time Defendant Georgia Eye Care, Inc. made these statements to Mrs. Tyler, Defendant Georgia Eye Care, Inc. knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

437.

Mrs. Tyler relied upon the negligent representations of Georgia Eye Care, Inc.'s in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

438.

As a result of Georgia Eye Care, Inc.'s negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT LXX
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-438 above, as if set forth verbatim herein.

439.

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

440.

Defendant Eye Consultants represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

441.

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

442.

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

443.

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

444.

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 Eye Consultants, and expertise not possessed by Defendant Eye Consultants.

445.

Defendant Eye Consultants 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.

446.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

447.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXI
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-447 above, as if set forth verbatim herein.

448.

The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Eye Consultants

449.

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

450.

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

451.

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

452.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Eye Consultants.

453.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Eye Consultants' representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

454.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

455.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXII
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-455 above, as if set forth verbatim herein.

456.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Eye Consultants knowingly sold the product and for which, in reliance on the judgment of Defendant Eye Consultants the Plaintiff Doris Tyler bought the product.

457.

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

458.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Eye Consultants.

459.

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

460.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

461.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXIII
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-461 above, as if set forth verbatim herein.

462.

Defendant Eye Consultants 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

463.

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

464.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

465.

The product reached Doris Tyler without substantial change affecting its condition.

466.

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.

467.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXIV
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-467 above, as if set forth verbatim herein.

468.

Defendant Eye Consultants 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

469.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Eye Consultants.

470.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Eye Consultants.

471.

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 Doris Tyler.

472.

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.

473.

Defendant Eye Consultants, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXXV
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-473 above, as if set forth verbatim herein.

474.

Defendant Eye Consultants 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

475.

The product was under the control Defendant Eye Consultants 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 Doris Tyler.

476.

Defendant Eye Consultants downplayed the serious and dangerous side effects of the product to encourage sale of the product.

477.

The product was defective and unreasonably dangerous when it left the possession of Defendant Eye Consultants in that it contained warnings insufficient to alert Doris Tyler 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 Eye Consultants still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

478.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Eye Consultants.

479.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Eye Consultants 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.

480.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Eye Consultants.

481.

The Plaintiff did not have the same knowledge as Defendant Eye Consultants and no adequate warning was communicated to her.

482.

As a direct and proximate consequence of Defendant Eye Consultants' actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXXVI
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-482 above, as if set forth verbatim herein.

483.

Defendant Eye Consultants 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

484.

Notwithstanding this duty of care, Defendant Eye Consultants breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

485.

As a direct and proximate consequence of Defendant Eye Consultants' actions, omissions, and misrepresentations, plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT LXXVII
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA, P.C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-485 above, as if set forth verbatim herein.

486.

Defendant Eye Consultants negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

487.

At the time Defendant Eye Consultants made these statements to Mrs. Tyler, Defendant Eye Consultants knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem

cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

488.

Mrs. Tyler relied upon the negligent representations of Eye Consultants in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

489.

As a result of Eye Consultants' negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT LXXVIII
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-489 above, as if set forth verbatim herein.

490.

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

491.

Defendant Eye Consultants Foundation represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

492.

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

493.

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

494.

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

495.

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 Eye Consultants Foundation, and expertise not possessed by Defendant Eye Consultants Foundation.

496.

Defendant Eye Consultants Foundation 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.

497.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

498.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXIX
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-498 above, as if set forth verbatim herein.

499.

The product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by Defendant Eye Consultants Foundation.

500.

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

501.

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

502.

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

503.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Eye Consultants Foundation.

504.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Eye Consultants Foundation's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

505.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

506.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXX
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-506 above, as if set forth verbatim herein.

507.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Eye Consultants Foundation knowingly sold the product and for which, in reliance on the judgment of Defendant Eye Consultants Foundation the Plaintiff Doris Tyler bought the product.

508.

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

509.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Eye Consultants Foundation.

510.

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

511.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

512.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXXI
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-512 above, as if set forth verbatim herein.

513.

Defendant Eye Consultants Foundation 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

514.

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

515.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

516.

The product reached Doris Tyler without substantial change affecting its condition.

517.

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.

518.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXXII
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-518 above, as if set forth verbatim herein.

519.

Defendant Eye Consultants Foundation 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

520.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Eye Consultants Foundation.

521.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Eye Consultants Foundation.

522.

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 Doris Tyler.

523.

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.

524.

Defendant Eye Consultants Foundation, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXXXIII
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-524 above, as if set forth verbatim herein.

525.

Defendant Eye Consultants Foundation 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

526.

The product was under the control Defendant Eye Consultants Foundation 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 Doris Tyler.

527.

Defendant Eye Consultants Foundation downplayed the serious and dangerous side effects of the product to encourage sale of the product.

528.

The product was defective and unreasonably dangerous when it left the possession of Defendant Eye Consultants Foundation in that it contained warnings insufficient to alert Doris Tyler 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 Eye Consultants Foundation still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

529.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Eye Consultants Foundation

530.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Eye Consultants Foundation 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.

531.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Eye Consultants Foundation

532.

The Plaintiff did not have the same knowledge as Defendant Eye Consultants Foundation and no adequate warning was communicated to her.

533.

As a direct and proximate consequence of Defendant Eye Consultants Foundation's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT LXXXIV
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-533 above, as if set forth verbatim herein.

534.

Defendant Eye Consultants Foundation 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

535.

Notwithstanding this duty of care, Defendant Eye Consultants Foundation breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

536.

As a direct and proximate consequence of Defendant Eye Consultants Foundation's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT LXXXV
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT EYE CONSULTANTS OF ATLANTA FOUNDATION, INC.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-536 above, as if set forth verbatim herein.

537.

Defendant Eye Consultants Foundation negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

538.

At the time Defendant Eye Consultants Foundation made these statements to Mrs. Tyler, Defendant Eye Consultants Foundation knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

539.

Mrs. Tyler relied upon the negligent representations of Eye Consultants Foundation's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

540.

As a result of Eye Consultants Foundation's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT LXXXVI
EXPRESS WARRANTY CLAIM AGAINST DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-540 above, as if set forth verbatim herein.

541.

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

542.

Defendant Linda Faulkner represented the fact that the product was capable of treating and stopping the progression of macular degeneration.

543.

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

544.

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

545.

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

546.

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 Linda Faulkner, and expertise not possessed by Defendant Linda Faulkner.

547.

Defendant Linda Faulkner 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.

548.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

549.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXXVII
IMPLIED WARRANTY OF MERCHANTABILITY CLAIM AGAINST DEFENDANT LINDA FAULKNER, FNP-C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-549 above, as if set forth verbatim herein.

550.

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

551.

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

552.

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

553.

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

554.

Privity of contract exists between Plaintiff Mrs. Tyler and Defendant Linda Faulkner.

555.

Plaintiff Mrs. Tyler justifiably relied on the Defendant Linda Faulkner's representations about the product when agreeing to use the product to stop the progression of her macular degeneration.

556.

The Defendant received notice of the breach of warranty when it discovered the condition of Plaintiff Mrs. Tyler's eyes after receiving the product.

557.

As a direct and proximate cause of the breach of warranty alleged, Plaintiff Mrs. Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXXVIII
IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM AGAINST DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-557 above, as if set forth verbatim herein.

558.

The product was defective because it was not reasonably fit for the specific purpose for which Defendant Linda Faulkner knowingly sold the product and for which, in reliance on the judgment of Defendant Linda Faulkner the Plaintiff Doris Tyler bought the product.

559.

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

560.

Privity of contract exists between Plaintiff Doris Tyler and Defendant Linda Faulkner.

561.

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

562.

The Defendant received notice of the breach of warranty when it discovered the condition of Doris Tyler's eyes after receiving the product.

563.

As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Tyler sustained serious permanent damages and Plaintiffs claim the damages below.

COUNT LXXXIX
STRICT LIABILITY- MANUFACTURING DEFECT
AGAINST DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-563 above, as if set forth verbatim herein.

564.

Defendant Linda Faulkner 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

565.

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

566.

The product reached Doris Tyler in a condition unreasonably dangerous to Doris Tyler.

567.

The product reached Doris Tyler without substantial change affecting its condition.

568.

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.

569.

The Defendant's defective product directly and proximately caused Plaintiff Mrs. Tyler serious permanent damages and Plaintiffs claim the damages below.

COUNT XC
STRICT LIABILITY- DESIGN DEFECT
AGAINST DEFENDANT LINDA FAULKNER, FNP-C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-569 above, as if set forth verbatim herein.

570.

Defendant Linda Faulkner 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 Doris Tyler, and therefore had a duty to create a product that was not defective.

571.

The product is defective because it was in a condition unreasonably dangerous to Doris Tyler when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Linda Faulkner.

572.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Linda Faulkner.

573.

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 Doris Tyler.

574.

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.

575.

Defendant Linda Faulkner, through its defective product, directly and proximately caused Doris Tyler serious permanent damage and Plaintiffs claim the damages set forth below.

COUNT XCI
STRICT LIABILITY- FAILURE TO WARN
AGAINST DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-575 above, as if set forth verbatim herein.

576.

Defendant Linda Faulkner 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 Doris Tyler, and therefore had a duty to warn of the risks associated with the use of the product.

577.

The product was under the control Defendant Linda Faulkner 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 Doris Tyler.

578.

Defendant Linda Faulkner downplayed the serious and dangerous side effects of the product to encourage sale of the product.

579.

The product was defective and unreasonably dangerous when it left the possession of Defendant Linda Faulkner in that it contained warnings insufficient to alert Doris Tyler 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 Linda Faulkner still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

580.

The product reached Doris Tyler without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Linda Faulkner.

581.

The product was defective because the foreseeable risks of harm from the product could have been avoided by Defendant Linda Faulkner 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.

582.

Plaintiff Doris Tyler used the product in the manner as indicated by Defendant Linda Faulkner.

583.

The Plaintiff did not have the same knowledge as Defendant Linda Faulkner and no adequate warning was communicated to her.

584.

As a direct and proximate consequence of Defendant Linda Faulkner's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage and Plaintiffs claim the damages set forth below.

COUNT XCII
NEGLIGENCE- PRODUCT LIABILITY
AGAINST DEFENDANT LINDA FAULKNER, FNP-C

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-584 above, as if set forth verbatim herein.

585.

Defendant Linda Faulkner 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 Doris Tyler, and therefore had a duty of reasonable care to Doris Tyler, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

586.

Notwithstanding this duty of care, Defendant Linda Faulkner breached its duty of care to Doris Tyler 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 Doris Tyler access to the product when she did not meet the criteria for receiving the product;

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

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

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

g. Other negligent failures as determined in discovery.

587.

As a direct and proximate consequence of Defendant Linda Faulkner's actions, omissions, and misrepresentations, Plaintiff Doris Tyler suffered permanent damage, as described in detail below.

COUNT XCIII
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT LINDA FAULKNER, FNP-C.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-587 above, as if set forth verbatim herein.

588.

Defendant Linda Faulkner negligently represented to Doris Tyler that she was a candidate to undergo a "research study" that would be beneficial to her medical condition.

589.

At the time Defendant Linda Faulkner made these statements to Mrs. Tyler, Defendant Linda Faulkner knew or should have known that these statements were misleading. The "stem cell" research study was not being operated as appropriately as a "research study," and the "stem cell" therapy offered would not benefit Mrs. Tyler and would likely, in fact, cause her medical condition to worsen.

590.

Mrs. Tyler relied upon the negligent representations of Linda Faulkner's in agreeing to undergo stem cell therapy treatment, and did pay for and undergo that treatment.

591.

As a result of Linda Faulkner's negligent representations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XCIV
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT CALIFORNIA STEM CELL TREATMENT CENTER, INC. D/B/A CELL SURGICAL NETWORK

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-591 above, as if set forth verbatim herein.

592.

Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network, negligently made a series of false, misleading and materially incomplete statements, claims, and representations regarding the safety and efficacy of stem cell therapy as set forth above.

593.

At the time Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network made these statements, claims, and representations, it knew or should have known that these statements, claims, and representations were false, misleading and materially incomplete.

594.

At the time Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network made these statements, claims, and representations, it knew or should have known that potential patients such as Mrs. Tyler would rely on such statements, claims, and representations in deciding whether to proceed with a stem cell therapy procedure.

595.

Mrs. Tyler reasonably relied upon the false, misleading and materially incomplete statements, claims, and representations made by Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network in deciding to proceed with the stem cell therapy procedure.

596.

As a result of Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network's negligent misrepresentations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XCV
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT DR. ELLIOT LANDER, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-596 above, as if set forth verbatim herein.

597.

Defendant Elliot Lander, M.D. negligently made a series of false, misleading and materially incomplete statements, claims, and representations regarding the safety and efficacy of stem cell therapy as set forth above.

598.

At the time Defendant Elliot Lander, M.D. made these statements, claims, and representations, he knew or should have known that these statements, claims, and representations were false, misleading and materially incomplete.

599.

At the time Defendant Elliot Lander, M.D. made these statements, claims, and representations, he knew or should have known that potential patients such as Mrs. Tyler would rely on such statements, claims, and representations in deciding whether to proceed with a stem cell therapy procedure.

600.

Mrs. Tyler reasonably relied upon the false, misleading and materially incomplete statements, claims, and representations made by Defendant Elliot Lander, M.D. in deciding to proceed with the stem cell therapy procedure.

601.

As a result of Defendant Elliot Lander, M.D.'s negligent misrepresentations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XCVI
NEGLIGENT MISREPRESENTATION
AGAINST DEFENDANT DR. MARK BERMAN, M.D.

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-601 above, as if set forth verbatim herein.

602.

Defendant Mark Berman, M.D. negligently made a series of false, misleading and materially incomplete statements, claims, and representations regarding the safety and efficacy of stem cell therapy as set forth above.

603.

At the time Defendant Mark Berman, M.D. made these statements, claims, and representations, he knew or should have known that these statements, claims, and representations were false, misleading and materially incomplete.

604.

At the time Defendant Mark Berman, M.D. made these statements, claims, and representations, he knew or should have known that potential patients such as Mrs. Tyler would rely on such statements, claims, and representations in deciding whether to proceed with a stem cell therapy procedure.

605.

Mrs. Tyler reasonably relied upon the false, misleading and materially incomplete statements, claims, and representations made by Defendant Mark Berman, M.D. in deciding to proceed with the stem cell therapy procedure.

606.

As a result of Defendant Mark Berman, M.D. negligent misrepresentations, Mrs. Tyler expended monies to undergo an unhelpful and injurious procedure and suffered a permanent physical injury. Accordingly, Plaintiffs claim the damages set forth below.

COUNT XCVII
VICARIOUS LIABILITY OF DEFENDANT CALIFORNIA STEM CELL TREATMENT CENTER, INC., D/B/A CELL SURGICAL NETWORK FOR THE NEGLIGENT MISREPRESENTATIONS OF DEFENDANT DR. LANDER

Plaintiffs hereby reallege and incorporate herein by reference Paragraphs 1-606 above, as if set forth verbatim herein.

607.

At all times set forth above, and/or otherwise relevant hereto, Defendant Dr. Lander was the employee or agent of Defendant California Stem Cell Treatment Center, Inc. d/b/a Cell Surgical Network acting within the scope of his employment or agency. Thus, Defendant California Stem Cell Treatment Center, Inc. d/b/a Cell Surgical Network is vicariously liable for the negligent acts and omissions of this Defendant, as set forth above, under the doctrine of respondeat superior.

COUNT XCVIII
VICARIOUS LIABILITY OF DEFENDANT CALIFORNIA STEM CELL TREATMENT CENTER, INC., D/B/A CELL SURGICAL NETWORK FOR THE NEGLIGENT MISREPRESENTATIONS OF DEFENDANT DR. BERMAN

The Plaintiffs adopt and reallege Paragraphs 1-607 above and further allege:

608.

At all times set forth above, and/or otherwise relevant hereto, Defendant Dr. Berman was the employee or agent of Defendant California Stem Cell Treatment Center, Inc. d/b/a Cell Surgical Network acting within the scope of his employment or agency. Thus, Defendant California Stem Cell Treatment Center, Inc. d/b/a Cell Surgical Network is vicariously liable for

the negligent acts and omissions of this Defendants, as set forth above, under the doctrine of respondeat superior.

COUNT XCIX
LOSS OF CONSORTIUM

Plaintiffs adopt and reallege Paragraphs 1 through 608 above and further allege:

609.

At the time of the medical negligence alleged above and at all times relevant hereto, Plaintiffs Donald Tyler and Doris Tyler were husband and wife pursuant to a legally binding marriage.

610.

As a result of a significant, permanent and disabling injury suffered by Doris Tyler, Plaintiff Donald Tyler has suffered a significant loss of the love, society and companionship of his wife and will continue to suffer this loss into the future due to the permanent, disabling nature of the injuries described.

611.

As a result of the above-described negligence, Defendants are liable to Plaintiff Donald Tyler for damages as a result of the above described loss of consortium in an amount to be determined in the enlightened conscience of the jury.

612.

In compliance with O.C.G.A. § 9-11-9.1, Plaintiffs attach hereto as Exhibit "1", the Affidavit of Dr. Thomas Arno Albini. This Affidavit is of an expert competent to testify and sets forth specifically at least one negligent medical act or omission against each of the above Defendants which is claimed to exist, as well as the factual basis therefore. This Affidavit is

hereby incorporated by reference into each and every paragraph and count contained in this Complaint.

WHEREFORE, Plaintiffs seek relief against the Defendants, either individually, or jointly and severally, as joint tortfeasors, as follows:

a) for issuance of Summons and timely service of process;

b) that judgment be entered against Defendants, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for medical expenses already incurred and to be incurred by Doris Tyler as a result of Defendants' negligence, acts and omissions;

c) that judgment be entered against Defendants either individually and/or jointly and severally, in an amount in excess of $10,000.00, for pain and suffering already experienced and to be experienced by Doris Tyler, as a result of Defendants' above-described negligence, acts and omissions;

d) that judgment be entered against Defendant Stem Cell Center of Georgia LLC under the doctrine of *respondeat superior* for the acts and omissions of Defendants Dr. Walraven and Ms. Faulkner, and its other agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

e) that judgment be entered against Defendant Ageless Aesthetics, LLC under the doctrine of *respondeat superior* for the acts and omissions of Defendants Dr. Walraven and Ms. Faulkner, and its agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

f) that judgment be entered against Defendant Ageless Center of Regenerative & Wellness Medicine Inc. under the doctrine of *respondeat superior* for the acts and omissions of Defendants Dr. Walraven and Ms. Faulkner, and its agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

g) that judgment be entered against Defendant Georgia Eye Care Associates, L.L.C. under the doctrine of *respondeat superior* for the acts and omissions of Defendant Dr. Halpern, and its other agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

h) that judgment be entered against Defendant Georgia Eye Care, Inc. under the doctrine of *respondeat superior* for the acts and omissions of Defendant Dr. Halpern, and its other agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

i) that judgment be entered against Defendant Eye Consultants of Atlanta, P.C. under the doctrine of *respondeat superior* for the acts and omissions of Defendant Dr. Halpern, and its other agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

j) that judgment be entered against Defendant Eye Consultants of Atlanta Foundation, Inc. under the doctrine of *respondeat superior* for the acts and omissions of Defendant Dr. Halpern, and its other agents and employees, either individually and/or jointly and

severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

k) that judgment be entered against Defendant California Stem Cell Treatment Center, Inc., d/b/a Cell Surgical Network under the doctrine of *respondeat superior* for the acts and omissions of Defendants Drs. Lander and Berman, and its other agents and employees, either individually and/or jointly and severally, in an amount in excess of $10,000.00, for the past and future medical expenses, and pain and suffering of Doris Tyler;

l) that judgment be entered against Defendants, either individually and/or jointly and severally, in an amount in excess of $10,000.00 for loss of consortium of Donald Tyler;

m) that Plaintiffs have a trial by a jury of 12 persons;

n) that all costs of this action be assessed against the Defendants; and

o) such other relief as this Court may deem appropriate.

This 7th day of March, 2018.

M. PAUL REYNOLDS
Georgia Bar No. 601573

HOUCK | REYNOLDS, LLC
200 Ashford Center North
Suite 325
Atlanta, GA 30338
Telephone: (770) 392-6080
Facsimile: (770) 392-6083