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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 EDGAR HOOD, individually, and as
14 surviving parent of DUSTIN HOOD,

15 Plaintiff,

16 v.

17 MONSTER BEVERAGE
18 CORPORATION, a Delaware Corporation;
19 MONSTER ENERGY COMPANY, a
20 Delaware Corporation; Rodney Sacks;
21 Hilton Schlosberg; and DOES 1 through
22 100, Inclusive,

23 Defendants.

Case No.: 30-2017-00897303-CU-PL-CJC

Judge Geoffrey T. Glass

COMPLAINT:

- (1) Strict Product Liability (Design Defect);
- (2) Strict Product Liability (Failure to Warn);
- (3) Negligence (Design, Sale, Manufacturing);
- (4) Negligence (Failure to Warn);
- (5) Fraudulent Concealment;
- (6) Breach of Implied Warranties; and
- (7) Wrongful Death.

DEMAND FOR JURY TRIAL

1 Plaintiff, Edgar Hood (“Plaintiff”), individually and as the surviving parent of Dustin
2 Hood, (“Decedent”) by his undersigned counsel, hereby sues Defendants, Monster Beverage
3 Corporation, Monster Energy Company, Rodney Sacks, Hilton Schlosberg, and DOES 1
4 through 100, inclusive (collectively, “Defendants”), and in support thereof, states as follows:

5 **NATURE OF THE CASE AND PARTIES**

6 1. Plaintiff brings the instant survival and wrongful death actions for personal
7 injuries suffered as a result of the January 17, 2015 passing of his 19-year-old son, Dustin
8 Hood, following his ingestion of a toxic amount of caffeine and other stimulants through his
9 consumption of 3.5 of the 24-oz. “MONSTER ENERGY” drinks within a 24-hour period.

10 2. Plaintiff is a resident of the State of Georgia. Plaintiff, as the surviving parent of
11 Dustin Hood, seeks to recover all damages allowed by law for personal injuries suffered by his
12 son prior to his death. Additionally, Plaintiff seeks to recover all damages allowed by law as a
13 result of the wrongful death of his son.

14 3. Decedent, Dustin Hood, is one of many people who have suffered a cardiac arrest
15 or other adverse cardiac event following chronic and/or acute consumption of Monster Energy
16 Drinks. Plaintiff brings the instant action for personal injuries suffered by his son as a result of
17 his January 16, 2015 through January 17, 2015 fatal cardiac arrhythmia following his Monster
18 Energy Drink consumption.

19 4. Defendants Monster Beverage Corporation, Monster Energy Company, Rodney
20 Sacks and Hilton Schlosberg (collectively referred to as “Monster”) develop and sell a
21 dangerous cocktail of stimulants known as Monster Energy Drinks. Countless leading medical
22 authorities have discovered and reported that consumption of energy drinks, including Monster
23 Energy Drinks, causes, among other things, significant changes in blood pressure and heart rate
24 sufficient to trigger adverse cardiac events in both healthy and vulnerable consumers. Monster
25 has continually ignored or otherwise rejected the overwhelming and growing body of scientific
26 and medical literature describing the harmful consequences associated with energy drink
27 consumption. In spite of these repeated warnings, Monster refuses to conduct testing of its
28 energy drinks and continues to market their product to children, young adults and vulnerable

1 populations. Although Monster Energy Drinks contain a proprietary and never-before studied
2 combination of stimulant ingredients, Monster blindly claims that its cocktail is safe because
3 each of the individual ingredients are purportedly safe when used in other products, in other
4 quantities, and in other combinations. Unfortunately, this is the extent of Monster's publically-
5 disclosed safety analysis.

6 5. Monster Beverage Corporation is a corporation organized under the laws of the
7 State of Delaware, with its principal place of business located at 1 Monster Way, Corona,
8 California 92879. At all times pertinent hereto, Defendant Monster Beverage Corporation was
9 engaged in and responsible for the design, manufacture, production, testing, study, inspection,
10 mixture, labeling, marketing, advertising, sales, promotion, and/or distribution of the energy
11 drink named MONSTER ENERGY. Defendant, Monster Beverage Corporation, may be
12 served with process by service on its registered agent: CSC – Lawyers Incorporating Service,
13 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

14 6. Monster Energy Company is a corporation organized under the laws of the State
15 of Delaware, with its principal place of business located at 1 Monster Way, Corona, California
16 92879. At all times pertinent hereto, Defendant Monster Energy Company was engaged in and
17 responsible for the design, manufacture, production, testing, study, inspection, mixture,
18 labeling, marketing, advertising, sales, promotion, and/or distribution of the energy drink
19 named MONSTER ENERGY. Defendant, Monster Energy Company, may be served with
20 process by service on its registered agent: CSC – Lawyers Incorporating Service, 2710
21 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

22 7. Rodney Sacks is a resident of Orange County and is the Chairman and CEO of
23 Monster Beverage Corporation and Monster Energy Company. He is involved in every
24 decision made by Monster – down to even signing individual endorsement deals for athletes
25 and celebrities sponsored by Monster. Mr. Sacks was integrally involved decision making that
26 impacts the crux of Plaintiff's case; including but not limited to: how Monster Energy drinks
27 would be formulated, the decision not to conduct safety testing on Monster Energy drinks, the
28 decision to rush to market with Monster Energy drinks despite concerns over their safety, as

1 well as the process for how safety concerns and adverse event reports are processed by
2 Monster.

3 8. Hilton Schlosberg is a resident of Orange County and is the Vice Chairman and
4 President of Monster and Beverage Corporation and Monster Energy Company. He is very
5 involved in the day to day operation of Monster. Mr. Schlosberg was integrally involved in
6 decision making that impacts the crux of Plaintiff's case including: managing Monster's safety
7 team, being in charge of all safety functions for Monster, leading quality control and quality
8 assurance, the adverse event reporting process, reviewing and participating in the consumer
9 complaint process about injuries related to consumption of Monster Energy drinks.

10 9. The true names and/or capacities, whether individual, corporate, associate or
11 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time,
12 who, therefore, sues said defendants by such fictitious names. Plaintiff is informed and
13 believes, and based thereon alleges, that each of the defendants fictitiously named herein as a
14 Doe is legally responsible, negligently or in some other actionable manner, for the events and
15 legal cause of Decedent's cardiac arrhythmia and the resulting death and damages to Plaintiff
16 and his decedent, as hereinafter alleged. Plaintiff will amend this Complaint to assert the true
17 names and/or capacities of such fictitiously named defendants when the same have been
18 ascertained. For convenience, Monster Beverage Corporation, Monster Energy Company,
19 Rodney Sacks and Hilton Schlosberg and DOES 1 through 100 are sometimes collectively
20 referred to herein as "Monster."

21 10. Plaintiff is informed and believes, and based thereon alleges, that, at all times
22 mentioned herein, defendants were the agents (ostensible or otherwise), servants, employees
23 successors-in-interest and/or joint venturers of their co-defendants and were, as such, acting
24 within the purpose, course, scope and authority of said agency, employment, successor-in-
25 interest and/or joint venture and that each and every defendant, as aforesaid, was acting as a
26 principle and was negligent in the selection and hiring and retention of each and every
27 defendant as an agent, employee, successor-in-interest and/or joint venture. Each defendant has
28 ratified and approved the acts of their respective agents and employees.

1 promotion, and/or distribution of the Monster Energy drinks that Decedent consumed and from
2 which he suffered a cardiac arrhythmia and other permanent injuries.

3 19. Monster Energy Drinks are marketed as products that provide benefits to
4 consumers in the form of increased energy and stamina, weight loss, and enhanced physical
5 and/or mental performance.

6 20. In order to provide the marketed benefits, Monster Energy Drinks contain and
7 rely primarily upon massive amounts of caffeine, a substance known for imposing adverse
8 health effects upon consumers. Caffeine affects various organ systems by, *inter alia*,
9 increasing heart rate, blood pressure, speech rate, motor activity, attentiveness, gastric
10 secretion, diuresis, and body temperature. Most importantly, caffeine is known to play a role in
11 triggering arrhythmias or other adverse cardiac events.

12 21. In addition to caffeine, Monster Energy Drinks contain guarana and taurine.
13 Guarana is a plant extract that contains caffeine. Taurine has an effect on cardiac muscles
14 similar to that of caffeine. Studies have shown that the synergistic effect of caffeine, guarana,
15 taurine and/or other like substances can produce significant adverse health effects, including
16 cardiac arrest and cardiac arrhythmia.

17 22. For years, Monster successfully avoided meaningful regulation of its product by
18 the U.S. Food and Drug Administration. By classifying its products as a “dietary
19 supplement”—in other words, not a “food”—Monster manufactured its Monster Energy Drinks
20 without any restrictions on caffeine content. However, after controversies sparked over the
21 growing death toll amongst Monster’s consumer base, Monster announced in 2013 that
22 Monster Energy Drinks would be marketed as “beverages” and consequently would disclose
23 the caffeine content of these products to consumers.

24 23. Despite Monster’s knowledge of the significant risks associated with
25 consumption of Monster Energy Drinks, Defendants mask and otherwise fail to alert consumers
26 like Plaintiff of the significant risks associated with Monster Energy Drink consumption. To
27 the contrary, Monster Energy Drinks expressly pride themselves as “deliver[ing] twice the buzz
28 of a regular energy drink,” and “pack[ing] a vicious punch.”

1 32. Defendants manufactured, sold, and supplied Monster Energy Drinks and had
2 significant involvement in distribution including the capability of exercising control over
3 quality.

4 33. Defendants placed Monster Energy Drinks into the stream of commerce. Monster
5 Energy Drinks were expected to, and did, reach Dustin Hood without substantial change in
6 their condition. Dustin Hood consumed Monster Energy Drinks and such consumption caused
7 his cardiac arrhythmia and death.

8 34. Dustin Hood consumed the Monster Energy Drinks that caused his death in the
9 way that Defendants intended all Monster Energy Drinks to be used – he ingested them orally.

10 35. The Monster Energy Drinks that Dustin Hood consumed, and that caused his
11 death, did not perform as safely as an ordinary consumer would have expected them to perform
12 when used or misused in an intended or reasonably foreseeable way.

13 36. At the time the Monster Energy Drinks consumed by Dustin Hood left
14 Defendants’ control, they were in a condition not contemplated by Dustin Hood and were
15 unreasonably dangerous and defective. Monster Energy Drinks were at the time of Dustin
16 Hood’s consumption (and remain to this day) dangerous to an extent beyond that which would
17 be contemplated by the ordinary consumer in his position.

18 37. The risks associated with ingesting Monster Energy Drinks outweigh any claimed
19 or perceived benefits. There are practicable, feasible and safer alternatives to achieve “energy”
20 and increased awareness that do not present the severe health risks that accompany Monster
21 Energy Drinks.

22 38. The failure of the Monster Energy Drinks that Dustin Hood consumed, and that
23 caused his death, to perform safely was a substantial factor in causing his harm.

24 39. As a direct and proximate result of Defendants’ design, manufacture, marketing,
25 and/or sale of Monster Energy Drinks, Plaintiff and his decedent suffered serious injuries
26 herein described.

27 40. As a direct and proximate result of Defendants’ design, manufacture, marketing,
28 and/or sale of Monster Energy Drinks, it became necessary for Plaintiff and his decedent to

1 incur expenses for doctors, hospitals, nurses, pharmaceuticals, and other reasonably required
2 and medically necessary supplies and services.

3 41. As a direct and proximate result of Defendants' design, manufacture, marketing,
4 and/or sale of Monster Energy Drinks, Plaintiff and his decedent suffered serious and
5 permanent physical injury, harm, damages and economic and non-economic loss.

6 **SECOND CAUSE OF ACTION**

7 **(Strict Liability: Failure to Warn)**

8 42. Plaintiff, as surviving parent of Dustin Hood, re-alleges each and every allegation
9 contained in this Complaint with the same force and effect as if fully set forth herein.

10 43. Prior to Dustin Hood's consumption of Monster Energy Drinks, Defendants
11 designed, manufactured, marketed, distributed and/or sold Monster Energy Drinks, and at all
12 material times were in the business of doing so. Defendants placed Monster Energy Drinks
13 into the stream of commerce. Monster Energy Drinks were expected to, and did, reach Dustin
14 Hood without substantial change in their condition. Dustin Hood consumed Monster Energy
15 Drinks and they caused his cardiac arrhythmia and death.

16 44. Monster Energy Drinks had potential risks and side effects that were known or
17 knowable to Defendants by the use of scientific knowledge available at and after the time of
18 design, manufacture, marketing, distribution and/or sale of the Monster Energy Drinks
19 consumed by Dustin Hood. Defendants knew, or should have known, of the defective
20 condition, characteristics, and risks associated with Monster Energy Drinks, as previously set
21 forth herein.

22 45. The potential risks and side effects associated with Monster Energy Drinks
23 presented, and continue to present, a substantial danger when the drinks are used or misused in
24 an intended or reasonably foreseeable way – *i.e.* ingested orally.

25 46. Ordinary consumers would not have (and have not) recognized the potential risks
26 and side effects associated with ingesting Monster Energy Drinks.

27 47. When placing Monster Energy Drinks into the stream of commerce, Defendants
28 failed to provide adequate warnings as to the risks associated with the product. Defendants

1 failed to warn consumers of the true risks and dangers – and of the symptoms, scope and
2 severity of the potential side effects of the Monster Energy Drinks that Dustin Hood consumed,
3 such as significantly increased risk of strokes, blood clots, heart attacks, cardiac arrhythmias,
4 cardiac arrests and other adverse cardiac events.

5 48. As detailed herein, Defendants failed to adequately warn and instruct of the
6 potential risks and side effects associated with ingesting Monster Energy Drinks. Examples of
7 the inadequacies of Defendants’ warnings include, but are not limited to, the following:

- 8 a. The warnings were insufficient to alert Dustin Hood of the significant risk,
9 scope, duration and severity of adverse events and/or reactions, including
10 adverse cardiac events, associated with consuming Monster Energy
11 Drinks, thereby subjecting him to risks which far exceeded the benefits of
12 Monster Energy Drinks;
- 13 b. Defendants marketed and sold Monster Energy Drinks using misleading
14 marketing materials emphasizing the efficacy of the drinks while
15 downplaying the risks associated with it, thereby making the use of
16 Monster Energy Drinks more dangerous than any consumer would
17 reasonably expect; and
- 18 c. Defendants failed to disclose the increased risks of adverse cardiac
19 episodes associated with the consumption of Monster Energy by children
20 and adolescents like Dustin Hood.

21 49. The lack of sufficient instructions or warnings was a substantial factor in causing
22 Dustin Hood’s death.

23 50. As a direct and proximate result of Defendants’ failure to provide adequate
24 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
25 Monster Energy Drinks, Plaintiff and his decedent suffered the injuries herein described.

26 51. As a direct and proximate result of Defendants’ failure to provide adequate
27 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
28 Monster Energy Drinks, it became necessary for Plaintiff and his decedent to incur expenses for

1 doctors, hospitals, nurses, pharmaceuticals, and other reasonably required and medically
2 necessary supplies and services.

3 52. As a direct and proximate result of Defendants' failure to provide adequate
4 warnings in connection with its design, manufacture, marketing, distribution and/or sale of
5 Monster Energy Drinks, Plaintiff and his decedent suffered serious and permanent physical
6 injury, harm, damages and economic and non-economic loss.

7 **THIRD CAUSE OF ACTION**

8 **(Negligence – Design, Manufacture and Sale)**

9 53. Plaintiff, as surviving parent of Dustin Hood, re-alleges each and every allegation
10 contained in this Complaint with the same force and effect as if fully set forth herein.

11 54. Defendants owed a duty to Plaintiff's decedent and all consumers of Monster
12 Energy Drinks to exercise reasonable care in the design, formulation, testing, manufacture,
13 labeling, marketing, distribution, promotion and/or sale of Monster Energy Drinks. This duty
14 required Defendants to ensure that Monster Energy Drinks did not pose an unreasonable risk of
15 bodily harm to Plaintiff's decedent and all other consumers, and similarly required Defendants
16 to warn of side effects, risks, dangers and potential for adverse cardiac episodes associated with
17 the ingestion of Monster Energy Drinks.

18 55. Defendants failed to exercise reasonable care in the design, formulation, testing,
19 manufacture, labeling, marketing, distribution, promotion and/or sale of Monster Energy
20 Drinks in that Defendants knew, or should have known, that Monster Energy Drinks could
21 cause significant bodily harm, including cardiac arrest, and were not safe for use by those who
22 ingest the product.

23 56. Defendants were negligent in the design, formulation, testing, manufacture,
24 labeling, marketing, distribution, promotion and/or sale of Monster Energy Drinks and
25 breached their duties to Plaintiff and his decedent. Specifically, Defendants:

- 26 a. Failed to use due care in the preparation and design of Monster Energy
27 Drinks to prevent the previously-described risks, especially as they relate
28 to children and young adults;

- b. Failed to conduct adequate testing of Monster Energy Drinks;
- c. Failed to cease manufacturing or otherwise alter the composition of Monster Energy Drinks to produce a safer alternative despite the fact that Defendants knew, or should have known, that such drinks posed a serious risk of bodily harm to consumers;
- d. Failed to conduct post-marketing surveillance to determine the safety of Monster Energy Drinks;
- e. Failed to exercise reasonable care with respect to post-sale warnings and instructions for safe use by consumers;
- f. Failed to exercise ordinary care in the labeling of Monster Energy Drinks; and
- g. Were otherwise careless and negligent.

57. At all relevant times, it was foreseeable to Defendants that consumers, like Plaintiff's decedent, would suffer injury as a result of Defendants' failure to exercise ordinary care.

58. As a direct and proximate result of Defendants' negligence, Plaintiff and his decedent suffered the injuries herein described.

59. As a direct and proximate result of Defendants' negligence, it became necessary for Plaintiff and his decedent to incur expenses for doctors, hospitals, nurses, pharmaceuticals, and other reasonably required and medically necessary supplies and services.

60. As a direct and proximate result of Defendants' negligence, Plaintiff and his decedent suffered serious and permanent physical injury, harm, damages and economic and non-economic loss.

FOURTH CAUSE OF ACTION

(Negligence – Failure to Warn)

61. Plaintiff, as surviving parent of Dustin Hood, re-alleges each and every allegation contained in this Complaint with the same force and effect as if fully set forth herein.

1 62. Prior to, on, and after Plaintiff's decedents ingestion of Monster Energy Drinks,
2 and at all relevant times, Defendants were engaged in the design, manufacture, production,
3 testing, study, inspection, mixture, labeling, marketing, advertising, sales, promotion, and/or
4 distribution of Monster Energy Drinks, which were intended for consumption by consumers
5 like Dustin Hood.

6 63. Prior to, on, and after Plaintiff's decedent's ingestion of Monster Energy Drinks,
7 Defendants knew, or should have known, that Monster Energy Drinks were dangerous or were
8 likely to be dangerous when used in a reasonably foreseeable manner. Such dangers include,
9 but are not limited to, significantly increased risk of strokes, blood clots, heart attacks, cardiac
10 arrhythmias, cardiac arrests and other adverse cardiac events.

11 64. Prior to, on, and after the date of Plaintiff's decedent's ingestion of Monster
12 Energy Drinks, Defendants knew, or should have known, that consumers of Monster Energy
13 Drinks, including Plaintiff's decedent, would not realize the dangers presented by Monster
14 Energy Drinks.

15 65. Prior to, on, and after the date of Plaintiff's decedent's ingestion of Monster
16 Energy Drinks, Defendants failed to adequately warn of the dangers associated with
17 consumption of Monster Energy Drinks and/or failed to adequately instruct consumers on the
18 safe use of Monster Energy Drinks. Such failures to warn and/or instruct included, but were
19 not limited to: failing to issue adequate warnings to consumers concerning the risks of serious
20 bodily harm associated with the ingestion of Monster Energy Drinks; failing to supply adequate
21 warnings regarding all potential adverse health effects associated with the use of Monster
22 Energy Drinks and the comparative severity thereof; and failing to set forth adequate warnings
23 directed specifically to consumers with underlying cardiac conditions that are more susceptible
24 to adverse cardiac reactions upon consumption of Monster Energy Drinks.

25 66. It was foreseeable to Defendants that consumers, including Plaintiff's decedent,
26 might suffer injury as a result of its failure to exercise ordinary care in providing adequate
27 warnings concerning the dangers associated with consumption of Monster Energy Drinks.

1 their suppression of the true facts about the risks and dangers associated with consuming
2 Monster Energy Drinks.

3 75. The reliance by Plaintiff's decedent in consuming Monster Energy Drinks was
4 reasonable and justified in that Defendants appeared to be, and represented themselves to be,
5 reputable businesses that would disclose the truth about any potential harmful health effects of
6 consuming Monster Energy Drinks.

7 76. As a direct and proximate result of the fraud and deceit alleged, Plaintiff and his
8 decedent suffered the injuries herein described.

9 77. As a direct and proximate result of the fraud and deceit alleged, it became
10 necessary for Plaintiff and his decedent to incur expenses for doctors, hospitals, nurses,
11 pharmaceuticals, and other reasonably required and medically necessary supplies and services.

12 78. As a direct and proximate result of the fraud and deceit alleged, Plaintiff and his
13 decedent suffered serious and permanent physical injury, harm, damages and economic and
14 non-economic loss.

15 **SIXTH CAUSE OF ACTION**

16 **(Breach of Implied Warranties)**

17 79. Plaintiff, as surviving parent of Dustin Hood, re-alleges each and every allegation
18 contained in this Complaint with the same force and effect as if fully set forth herein.

19 80. Dustin Hood consumed 3.5 cans of the 24-oz. Monster Energy Drinks within 24
20 hours, which caused his death.

21 81. At the time of Dustin Hood's purchase and consumption of the Monster Energy
22 Drinks that caused his death, Defendants were in the business of selling Monster Energy
23 Drinks.

24 82. The Monster Energy Drinks that Dustin Hood consumed, and that caused his
25 death, were harmful when consumed.

26 83. The harmful condition of the Monster Energy Drinks that Dustin Hood
27 consumed, and that caused his death, would not reasonably be expected by the average
28 consumer.

1 84. The Monster Energy Drinks were a substantial factor in causing Dustin Hood's
2 death.

3 85. Prior to Plaintiff's decedent's consumption of Monster Energy Drinks,
4 Defendants impliedly warranted to Plaintiff's decedent and other consumers that Monster
5 Energy Drinks were of merchantable quality and safe and fit for the use for which they were
6 intended.

7 86. Plaintiff's decedent reasonably relied entirely on the expertise, knowledge, skill,
8 judgment, and implied warranties of Defendants in choosing to consume Monster Energy
9 Drinks.

10 87. The Monster Energy Drinks that Plaintiff's decedent consumed were neither safe
11 for their intended use, nor of merchantable quality, in that they possessed a dangerous mixture
12 of ingredients that, when put to their intended use, caused severe and permanent injuries to
13 Plaintiff's decedent. As such, the Monster Energy Drinks were not of the same quality as those
14 beverages generally acceptable in the trade and were not fit for the ordinary purposes for which
15 such goods are used.

16 88. By selling, delivering and/or distributing the defective Monster Energy Drinks to
17 Plaintiff's decedent, Defendants breached the implied warranty of merchantability and the
18 implied warranty of fitness.

19 89. As a direct and proximate result of Defendants' breach of the implied warranty of
20 merchantability and the implied warranty of fitness, Plaintiff and his decedent suffered serious
21 injuries herein described.

22 90. As a direct and proximate result of Defendants' breach of the implied warranty of
23 merchantability and the implied warranty of fitness, it became necessary for Plaintiff and his
24 decedent to incur expenses for doctors, hospitals, nurses, pharmaceuticals, and other reasonably
25 required and medically necessary supplies and services.

26 91. As a direct and proximate result of the fraud and deceit alleged, Plaintiff and his
27 decedent suffered serious and permanent physical injury, harm, damages and economic and
28 non-economic loss.

PUNITIVE DAMAGES ALLEGATIONS

1
2 92. Plaintiff, as surviving parent of Dustin Hood, re-alleges each and every allegation
3 contained in this Complaint with the same force and effect as if fully set forth herein.

4 93. Section 377.34 of the California Code of Civil Procedure allows for “penalties or
5 punitive or exemplary damages that the decedent would have been entitled to recover had the
6 decedent lived.”

7 94. At all relevant times, Defendants knew that Monster Energy Drinks contained
8 dangerous levels of caffeine and other stimulants, and knew the serious health risks to
9 consumers associated with the consumption of Monster Energy Drinks.

10 95. With such knowledge and in furtherance of their own financial interests,
11 Defendants willfully, wantonly and maliciously engaged in the design, manufacture,
12 production, testing, study, inspection, mixture, labeling, marketing, advertising, sales,
13 promotion, and/or distribution of Monster Energy Drinks while simultaneously failing to warn
14 potential consumers of their dangerous propensities, including the known serious health risks
15 associated with the consumption of Monster Energy Drinks.

16 96. With such knowledge and in furtherance of their own financial interests,
17 Defendants willfully, wantonly and maliciously, and with conscious disregard for, and
18 indifference to, the health and safety of consumers, including Plaintiff’s decedent, failed and
19 refused to supply adequate warnings and/or information to protect consumers and/or otherwise
20 reduce or eliminate the health risks to consumers associated with the consumption of Monster
21 Energy Drinks.

22 97. In addition to such conduct, Defendants knowingly, intentionally and deliberately
23 marketed Monster Energy Drinks as an “Energy Supplement” so as to deceive and mislead the
24 consuming public, including Dustin Hood, into believing that Monster Energy Drinks are
25 beneficial for consumers.

26 98. As a direct and proximate result of such conduct, and because the acts and
27 omissions of Defendants were willful, wanton, malicious, intended and in conscious disregard
28 for, and indifference to, the health and safety of potential consumers, like Plaintiff’s decedent,

1 an award of exemplary or punitive damages is appropriate and necessary to punish Defendants,
2 and to deter Defendants from engaging in such misconduct in the future and to affect
3 significant change in the way Defendants design, manufacture, market, promote, warn about,
4 distribute and/or sell Monster Energy Drinks.

5 **II. WRONGFUL DEATH CAUSE OF ACTION**

6 **SEVENTH CAUSE OF ACTION**

7 **(Wrongful Death)**

8 94. Plaintiff re-alleges each and every allegation contained in this Complaint with the
9 same force and effect as if fully set forth herein.

10 95. Plaintiff, Edgar Hood is the surviving heir of and successor in interest to the
11 decedent, Dustin Hood, and does hereby bring any and all Wrongful Death causes of action
12 pursuant to California Code of Civil Procedure § 377.60 and California Probate Code §
13 6402(b).

14 96. The wrongful actions of Defendants described in the preceding paragraphs, and
15 the defects in the MONSTER ENERGY product designed, manufactured, marketed, distributed
16 and/or sold by Defendants, caused the death of Plaintiff's son, Dustin Hood. As a direct and
17 proximate result of the strict liability, negligence, fraud, and breach of warranty described
18 above, Dustin Hood purchased and consumed MONSTER ENERGY, which resulted in his
19 death.

20 **PRAYER FOR RELIEF AS TO ALL CLAIMS**

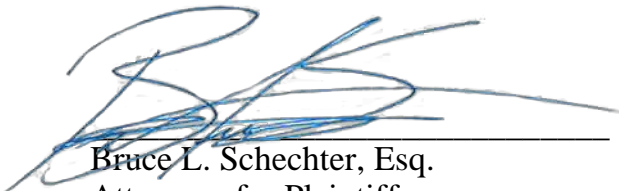
21 WHEREFORE, Plaintiff prays for judgment against all Defendants for all claims
22 asserted herein as follows:

- 23 1. Compensatory damages in excess of the jurisdictional amount, including, but not
24 limited to, pain, suffering, emotional distress, loss of enjoyment of life, and other
25 non-economic damages in an amount to be determined at trial of this action;
- 26 2. For past medical expenses and other economic damages to be determined at trial
27 of this action;
- 28 3. Funeral and burial expenses according to proof;

- 1 4. Past and future mental and emotional distress according to proof;
- 2 5. For punitive damages, as to the First, Second and Fifth Causes of Action against
- 3 all Defendants, according to proof;
- 4 6. All costs of suits;
- 5 7. For applicable statutory interest as provided by law; and
- 6 8. For such other and further relief as the Court may deem just and proper.

7 Date: January 12, 2017

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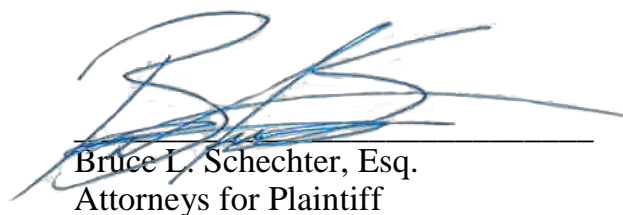
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11 Bruce L. Schechter, Esq.
12 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues.

Date: January 12, 2017

PARRIS LAW FIRM



Bruce L. Schechter, Esq.
Attorneys for Plaintiff

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