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14 **UNITED STATES DISTRICT COURT**
15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 IN RE: ANGIODYNAMICS, INC.,
17 AND NAVILYST MEDICAL, INC.,
18 PORT CATHETER PRODUCT
19 LIABILITY LITIGATION

20 Case No.: 3:24-md-03125-JO-VET
21 MDL No. 3125

22 JUDGE JINSOOK OHTA '25CV2991 JO VET

23 Elizabeth Bass, as Successor in Interest to
24 Decedent Albert Pike Ballew

25 Plaintiff,

26 vs.

27 AngioDynamics, Inc., & Navilyst
28 Medical, Inc.

Defendants.

This Document Relates to: Civil Action
No.

COMPLAINT

Plaintiff files this Complaint pursuant to CMO No. 1, and is bound by the rights, protections, privileges, and obligations of that CMO. In accordance with CMO No. 1, Plaintiff hereby designates the United States District Court for the Northern District of Oklahoma as the place of remand as this case may have originally been filed there pursuant to 28 U.S.C. § 1391.

COMES NOW Plaintiff ELIZABETH BASS, AS SUCCESSOR IN INTEREST TO DECEDENT ALBERT PIKE BALLEW, by and through the undersigned counsel, and for his Complaint against AngioDynamics, Inc., and Navilyst Medical, Inc., (collectively, the “Defendants”),

1 alleges as follows:

2 1. This is an action for damages arising out of failures relating to Defendants’ design,
3 development, testing, assembling, manufacturing, packaging, promoting, marketing, distribution,
4 supplying, and/or selling the defective implantable vascular access device sold under the trade name
5 of Smart Port CT (hereinafter “Smart Port CT” or ”port-a-cath”).

6 **PARTIES**

7 2. Plaintiff ELIZABETH BASS (“PLAINTIFF” or “ELIZABETH BASS”) is an adult
8 citizen and resident of Tulsa County, Oklahoma.

9 3. Decedent ALBERT PIKE BALLEW (“DECEDENT” or “ALBERT BALLEW”) was an adult citizen and resident of Tulsa County, Oklahoma. Plaintiff was implanted with the
10 Defendants’ Smart Port CT device for the treatment of his medical condition; Plaintiff sustained
11 serious injuries due to the defective Smart Port CT and due to the Defendants’ tortious conduct, as
12 shown below in the main body of this Complaint.
13

14 4. Defendant AngioDynamics, Inc. (“AngioDynamics”) is a Delaware corporation with its
15 principal place of business located in Latham, New York. AngioDynamics is engaged in the business
16 of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling,
17 marketing, and introducing into interstate commerce, either directly or indirectly, through third parties
18 or related entities, its medical devices, including the Smart Port CT.

19 5. Defendant Navilyst Medical, Inc. (“Navilyst”) is a Delaware corporation with its principal
20 place of business located in Marlborough, Massachusetts. Navilyst conducts business throughout the
21 United States, including the State of Oklahoma, and is a wholly owned subsidiary of AngioDynamics.
22 Navilyst is engaged in the business of researching, developing, designing, licensing, manufacturing,
23 distributing, supplying, selling, marketing, and introducing into interstate commerce, either directly or
24 indirectly, through third parties or related entities, its medical devices, including the Smart Port CT.

25 **JURISDICTION AND VENUE**

26 6. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C. §
27 1332(a) because the parties are citizens of different states and the amount in controversy exceeds
28 \$75,000.00, exclusive of interest and cost.

1 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 by virtue of the facts
2 that (a) a substantial part of the events or omissions giving rise to the claims occurred in this District,
3 and (b) Defendants’ products are produced, sold to, and consumed by individuals in the State of
4 Oklahoma, thereby subjecting the Defendants to personal jurisdiction in this action and making them
5 all “residents” of this judicial District.

6 8. The Defendants have and continue to conduct substantial business in the State of
7 Oklahoma and in this District, distribute vascular access products in this District, receive substantial
8 compensation and profits from sales of vascular access products in this District, and made material
9 omissions and misrepresentations and breaches of warranties in this District, so as to subject them to
10 *in personam* jurisdiction in this District.

11 9. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments,
12 this Court has *in personam* jurisdiction over Defendants because the Defendants are present in the State
13 of Oklahoma, such that requiring an appearance does not offend traditional notions of fair play and
14 substantial justice.

15 **PRODUCT BACKGROUND**

16 10. Upon information and belief, in or about 2007, a company called Rita Medical Systems,
17 Inc. (“Rita”) received clearance via the 510(k) Premarket Notification Program from the Food and
18 Drug Administration (FDA) to market and sell a product called Vortex® CT Port Access System.

19 11. When later, AngioDynamics completed the acquisition of the assets and liabilities of
20 Rita, it rebranded the subject product as Smart Port CT.

21 12. The Defendants’ Vascular Access Devices were designed, patented, manufactured,
22 labeled, marketed, sold, and distributed by the Defendants at all relevant times herein.

23 13. The Smart Port CT is one of several varieties of port/catheter systems that have been
24 designed, manufactured, marketed, and sold by the Defendants.

25 14. According to Defendants, the Smart Port CT is a totally implantable vascular access
26 device designed to provide repeated access to the vascular system for the delivery of medications,
27 intravenous fluids, parenteral nutrition solutions, and blood products.

28 15. The intended purpose of Smart Port CT is to make it easier to deliver medications

1 directly into the patient’s bloodstream. The device is surgically placed completely under the skin and
2 left implanted.

3 16. The Smart Port CT in this case, upon information and belief, is a system consisting of
4 two primary components: an injection port and a polyurethane catheter which includes additives
5 intended to make it radiopaque.

6 17. The injection port has a raised center, or “septum,” where the needle is inserted for
7 delivery of the medications. The medication is carried from the port into the bloodstream through a
8 small, flexible tube, called a catheter, that is inserted into a blood vessel.

9 18. The Smart Port CT is indicated for patient therapies requiring repeated access to the
10 vascular system. The port system can be used for infusion of medications, I.V. fluids, parenteral
11 nutrition solutions, blood products, and for the withdrawal of blood samples.

12 19. Upon information and belief, the product’s catheter is comprised of a polymeric
13 mixture of polyurethane and a barium sulfate radiopacity agent.

14 20. Barium sulfate is known to contribute to reduction of the mechanical integrity of
15 polyurethane *in vivo* as the particles of barium sulfate dissociate from the surface of the catheter over
16 time, leaving microfractures and other alterations of the polymeric structure and degrading the
17 mechanical properties of the polyurethane.

18 21. Researchers have shown that catheter surface degradation in products featuring a
19 radiopaque barium sulfate stripe is concentrated at the locus of the stripe.¹

20 22. The design of the product at issue in this case includes a catheter with a stripe
21 containing a section with a higher concentration of barium sulfate than the rest of the catheter.

22 23. According to relevant medical literature, such design is proven to have a higher rate of
23 thrombosis than catheters without the barium-loaded stripe.

24 24. The mechanical integrity of barium sulfate-impregnated polyurethane is affected by
25 the concentration of barium sulfate as well as the heterogeneity of the modified polymer.

26 25. Upon information and belief, Defendants’ manufacturing process in designing and
27

28 ¹ See Hecker JF, Scandrett LA. *Roughness and thrombogenicity of the outer surfaces of intravascular catheters.* J Biomed Mater Res. 1985;19(4):381-395. Doi:10.1002/jbm.820190404.

1 constructing the catheter implanted in Plaintiff involved too high a concentration of barium sulfate
2 particles for the polymer formulation, leading to improperly high viscosity of the admixed
3 polyurethane before polymerization and causing improper mixing of barium sulfate particles within the
4 polymer matrix.

5 26. This defect in the manufacturing process led to a heterogeneous modified polymer
6 which led to an irregular catheter surface replete with fissure, pits, and cracks as well as sections of the
7 catheter lumen which contain more than 30% barium sulfate by weight, reducing the catheter strength
8 at those loci.

9 27. The roughened catheter surface leads to the collection and proliferation of fibrinous
10 blood products, thus drastically increasing the risk of the development of biofilm and thrombosis.

11 28. The fissures, pits and cracks on the catheter's surface thus can harbor bacteria which
12 can cause thrombosis.

13 29. Although the surface degradation, the development of fissures, pits, and cracks, the
14 development of biofilm, and the subsequent development of thrombosis can be reduced or avoided
15 with design modifications (e.g., using a higher grade radiopacity compound and/or encapsulating
16 the admixed polymer within polyurethane), the Defendants elected not to incorporate those design
17 elements into the Smart Port CT.

18 30. At all times relevant to this action, the Defendants misrepresented the safety of the
19 Smart Port CT devices, and negligently designed, manufactured, prepared, compounded, assembled,
20 processed, labeled, marketed, distributed, and sold the Smart Port CT devices as safe and effective
21 devices to be surgically implanted to provide repeated access to the vascular system for the delivery
22 of medications, intravenous fluids, parenteral nutrition solutions, and blood products.

23 31. At all times relevant to this action, the Defendants knew or should have known, that
24 the Smart Port CT devices were not safe for the patients for whom they were prescribed and implanted,
25 because once implanted the device facilitated and promoted the catheter-related thrombosis, and
26 otherwise malfunctioning.

27 32. At all times relevant to this action, the Defendants knew or should have known that
28 patients implanted with a Smart Port CT device had an increased risk of suffering life threatening

1 injuries, including, but not limited to: death; infection; hemorrhage; cardiac/pericardial tamponade;
2 cardiac arrhythmia and other symptoms similar to myocardial infarction; severe and persistent pain;
3 and perforations of tissue, vessels and organs, or the need for additional surgeries to remove the
4 defective device.

5 33. Soon after the Smart Port CT was introduced to market, which upon information and
6 belief, was years before Plaintiff was implanted with his device, the Defendants began receiving large
7 numbers of Adverse Event Reports (“AERs”) from health care providers reporting that the Smart
8 Port CT, once implanted, was found to facilitate and to promote the development of the catheter-
9 related thrombosis. These failures were often associated with reports of severe patient injuries such
10 as:

- 11 a. hemorrhage;
- 12 b. infection/sepsis;
- 13 c. cardiac/pericardial tamponade;
- 14 d. cardiac arrhythmia and other symptoms similar to myocardial infarction;
- 15 e. severe and persistent pain;
- 16 f. perforations of tissue, vessels and organs; and
- 17 g. upon information and belief, death.

18 34. In addition to the large number of AERs which were known to the Defendants and
19 reflected in publicly accessible databases, there were many recorded device failures and/or injuries
20 related to the Defendants’ implantable port products which were concealed from medical
21 professionals and patients through submission to the FDA’s controversial Alternative Summary
22 Reporting (“ASR”) program.

23 35. The FDA halted the ASR program after its existence was exposed by a multi-part
24 investigative piece, prompting a widespread outcry from medical professionals and patient advocacy
25 groups.²

26 36. Prior to the discontinuation of the ASR program, the Defendants reported some

27 _____
28 ² Christina Jewett, *Hidden Harm: Hidden FDA Reports Detail Harm Caused by Scores of Medical Devices*,
Kaiser Health News (Mar. 2019).

1 numerous episodes of failures of their implanted port/catheter products – including numerous
2 episodes of catheter thrombosis – under the ASR exemption- thereby concealing them from
3 physicians and patients.

4 37. The Defendants knew of should have known that the Smart Port CT had a
5 substantially higher thrombosis rates than other similar products on the market, yet they failed to warn
6 physicians and consumers of this fact.

7 38. The Defendants also intentionally concealed the severity of complications caused by the
8 Smart Port CT and the likelihood of these events occurring, e.g., catheter thrombosis.

9 39. Rather than alter the design of the Smart Port CT to make it safer or adequately warn
10 physicians of the dangers associated with the Smart Port CT, the Defendants continued to actively
11 and aggressively market the Smart Port CT as safe, despite their knowledge of numerous reports of
12 catheter thrombosis and associated injuries.

13 40. Moreover, the Defendants concealed—and continue to conceal—their knowledge of
14 the Smart Port CT’s dangerous propensity to cause thrombosis. The Defendants further concealed
15 their knowledge that the Smart Port CT’s catheter design caused these failures and that these failures
16 cause serious injuries.

17 41. The Defendants’ conduct, as alleged in this Complaint, constitutes willful, wanton,
18 gross, and outrageous corporate conduct that demonstrates a conscious disregard for the safety of
19 ALBERT BALLEW. The Defendants had actual knowledge of the dangers presented by the Smart
20 Port CT devices, yet consciously failed to act reasonably to:

- 21 a. Adequately inform or warn Plaintiff, his prescribing physicians, or the public at
22 large of these dangers;
- 23 b. Establish and maintain an adequate quality and post-market surveillance
24 system; or
- 25 c. Recall the Smart Port CT devices from the market.

26 **SPECIFIC FACTUAL ALLEGATIONS AS TO ALBERT BALLEW**

27 42. On February 1, 2023, ALBERT BALLEW underwent placement of an
28 AngioDynamics’ Smart Port CT device, Catalog # CT80STPD-VI, Lot # 5763794. Upon information

1 and belief, the device's description is as follows: Smart Port CT Single Titanium Port System with
2 Attachable 8.0F x 66cm Polyurethane Catheter and 8 F Introducer Kit.

3 43. The device at issue was implanted by Madison Pointer, PA-C, at Hillcrest Medical
4 Center in Tulsa, Oklahoma for the chemotherapy treatment of Plaintiff's lung cancer.

5 44. The Defendants, directly or through their agents, apparent agents, servants, or
6 employees designed, manufactured, marketed, advertised, distributed, and sold the Smart Port CT that
7 was implanted in ALBERT BALLEW.

8 45. Defendant manufactured, sold, and/or distributed the Smart Port CT to ALBERT
9 BALLEW, through his doctors, to be used as outlined in this Complaint.

10 46. On or around July 19, 2023, Plaintiff presented to Saint Francis Hospital in Tulsa,
11 Oklahoma with a chief complaint of arm pain where further testing and imaging were taken. It was
12 determined by Dr. Patrick Sharp, DO that Plaintiff had Acute Thrombosis of the right subclavian vein
13 and right internal jugular vein, two blood clots, in relation to the Smart Port CT.

14 47. On or around July 21, 2023, Plaintiff was transferred to the OR at Saint Francis
15 Hospital where Plaintiff's Smart Port CT was then removed by Eric Leach, PA-C.

16 48. After removal of the defective Smart Port CT port-a-cath, Plaintiff did not have an
17 opportunity to consult with Eric Leach, PA-C, about the causes of his catheter thrombosis.

18 49. Plaintiff knew she had a thrombosis, but he did not know his thrombosis was caused
19 by the Smart Port CT's defects and/or by the Defendants' conduct.

20 50. Plaintiff did not discover the heightened risk of thrombosis related to the Smart Port
21 CT's defects until around November 2023, when Plaintiff saw a social media ad which detailed
22 potential defects in port catheter products, and when she subsequently filled out a questionnaire, and
23 then got in contact with Balaban Law, LLC law firm.

24 51. Prior to seeing the aforementioned social media ad and getting in contact with said law
25 firm, Plaintiff was unaware that his Smart Port CT was defective, and that his catheter thrombosis was
26 caused by the defective Smart Port CT and/or by the Defendants' tortious conduct. It was at that
27 point when Plaintiff first learned that his injuries described in this Complaint may have been caused
28 by the Defendants' Smart Port CT's defects and/or by the Defendants' tortious conduct.

1 52. At all times relevant to this action, the Smart Port CT was utilized and implanted in a
2 manner foreseeable to the Defendants, as the Defendants generated the *Instructions For Use* and created
3 procedures for implanting the product.

4 53. The Smart Port CT implanted in ALBERT BALLEW was in the same or substantially
5 similar condition as when it left the possession and control of the Defendants and in the condition
6 directed by and expected by the Defendants.

7 54. ALBERT BALLEW and his physicians foreseeably used and implanted the Smart
8 Port CT and did not misuse or alter the Smart Port CT in an unforeseeable manner.

9 55. The Defendants advertised, promoted, marketed, sold, and distributed the Smart Port
10 CT as a safe medical device when they knew or should have known the Smart Port CT was not safe
11 for its intended purposes and that the product could cause serious medical problems, including, but
12 not limited to, catheter thrombosis and the related complications.

13 56. The Defendants had sole access to material facts concerning the defective nature of
14 the Smart Port CT product and its propensity to cause serious and dangerous side effects.

15 57. In reliance on Defendants' representations, ALBERT BALLEW's doctors were
16 induced to, and did use the Smart Port CT.

17 58. As a result of having the Smart Port CT implanted, ALBERT BALLEW has
18 experienced significant pain and suffering, has undergone additional surgeries, and has suffered
19 financial or economic loss, including, but not limited to, obligations for medical services and expenses.

20 59. Defendants' Smart Port CT devices were marketed to the medical community and to
21 patients as safe, effective, reliable, medical devices implanted by safe and effective, minimally invasive
22 surgical techniques for the treatment of medical conditions, and as safer and more effective as
23 compared to the traditional products and procedures for treatment and other competing Vascular
24 Access Devices.

25 60. The Defendants have marketed and sold the Defendants' Smart Port CT to the medical
26 community at large and patients through carefully planned, multifaceted marketing campaigns and
27 strategies. These campaigns and strategies include but are not limited to direct-to-consumer
28 advertising, aggressive marketing to health care providers at medical conferences, hospitals, private

1 offices, and/or group purchasing organizations, and include a provision of valuable consideration and
2 benefits to the aforementioned.

3 61. The injuries, conditions, and complications suffered due to Defendants' Smart Port
4 CT include, but are not limited to, thrombosis; necrosis; infections and leakage; blood clots;
5 cardiac/pericardial tamponade; cardiac arrhythmia and other symptoms similar to myocardial
6 infarction; severe and persistent pain; perforations of tissue, vessels and organs; and death.

7 62. The Defendants were negligent toward ALBERT BALLEW in the following respects:

8 a. The Defendants failed to design and establish a safe, effective procedure for
9 removal of Smart Port CT; therefore, in the event of a failure, injury, or
10 complications it is difficult to safely remove Smart Port CT; and

11 b. The Defendants provided incomplete, insufficient, and misleading
12 information to physicians in order to increase the number of physicians using
13 Smart Port CT for the purpose of increasing their sales. By so doing, the
14 Defendants caused the dissemination of inadequate and misleading
15 information to patients, including ALBERT BALLEW.

16 63. The Smart Port CT was utilized and implanted in a manner foreseeable to the
17 Defendants.

18 64. The Smart Port CT implanted into ALBERT BALLEW was in the same or
19 substantially similar condition as when it left the possession and control of the Defendants and in the
20 condition directed by the Defendants.

21 65. At the time of his operation, ALBERT BALLEW was not informed of, and had no
22 knowledge of the complaints, known complications and risks associated with Smart Port CT,
23 including, but not limited to, the extent of seriousness of the danger of the catheter thrombosis.

24 66. ALBERT BALLEW was never informed by the Defendants of the defective and
25 dangerous nature of the Smart Port CT.

26 67. At the time of his implant, upon information and belief, neither ALBERT BALLEW
27 nor his physicians were aware of the defective and dangerous condition of the Smart Port CT.

28 68. As a result of the Defendants' actions and inactions, ALBERT BALLEW has been

1 injured and has sustained economic and non-economic damages, including for pain and suffering and
2 medical expenses.

3 **TOLLING OF THE STATUTE OF LIMITATIONS**

4 69. Plaintiff asserts all applicable statutory and common law rights and theories related to
5 the tolling or extension of any applicable statutes of limitations, including equitable tolling, delayed
6 discovery, discovery rule, and/or fraudulent concealment.

7 70. The discovery rule applies to toll the running of the statute of limitations until
8 Plaintiff knew, or through the exercise of reasonable care and diligence should have known, of the
9 Plaintiff's injuries, the cause of the Plaintiff's injuries, and the tortious nature of the wrongdoing that
10 caused said injuries.

11 71. The causal relationship between Plaintiff's injuries described in this Complaint and the
12 Defendants' defective Smart Port CT and/or the Defendants' tortious conduct was not discovered, and
13 through reasonable care and due diligence could not have been discovered until around November 2023,
14 as outlined above in this Complaint.

15 72. The running of the limitations period is also equitably tolled. Defendants are estopped
16 from relying on Oklahoma's statutes of limitation or repose by virtue of their fraudulent concealment,
17 through affirmative misrepresentations and omissions to Plaintiff and/or regarding the safety of the
18 Smart Port CT.

19 73. Based on information and belief, the Defendants affirmatively withheld and/or
20 misrepresented facts concerning the Smart Port CT's safety. As a result of the Defendants'
21 misrepresentations and concealment, Plaintiff was unaware, and could not have known or have
22 learned through reasonable diligence, of facts related to the Defendants' misrepresentations or
23 omissions, that Plaintiff has been exposed to the risks alleged herein, or that those risks were the direct
24 and proximate result of the wrongful acts and/or omissions of the Defendants.

25 74. Given the Defendants' intentional, knowing, willful, reckless and/or careless
26 misrepresentations and/or omissions regarding Smart Port CT's substantial safety risks and
27 dangerous propensities—information over which the Defendants had exclusive control—and because
28 Plaintiff and/or Plaintiff's doctors could not reasonably have known of Smart Port CT's substantial

1 safety risks and dangerous propensities, the Defendants are estopped from relying on any statutes of
2 limitations or repose that might otherwise be applicable to the claims asserted herein.

3 **COUNT I: NEGLIGENCE**

4 (Against Defendants AngioDynamics and Navilyst)

5 75. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

6 76. The Defendants owed the Plaintiff a duty to exercise reasonable care when designing,
7 manufacturing, marketing, advertising, distributing, selling, and conducting post-market surveillance
8 of the Smart Port CT.

9 77. The Defendants failed to exercise due care under the circumstances and therefore
10 breached this duty by:

- 11 a. Failing to properly and thoroughly test the Smart Port CT before releasing the
12 device to market, and/or failing to implement feasible safety improvements;
- 13 b. Failing to properly and thoroughly analyze the data resulting from any pre-
14 market testing of the Smart Port CT;
- 15 c. Failing to conduct sufficient post-market testing and surveillance of the Smart
16 Port CT;
- 17 d. Failing to comply with state and federal regulations concerning the study,
18 testing, design, development, manufacture, inspection, production,
19 advertisement, marketing, promotion, distribution, and/or sale of the Smart
20 Port CT;
- 21 e. Designing, manufacturing, marketing, advertising, distributing, and selling the
22 Smart Port CT to consumers, including Plaintiff, without an adequate warning
23 of the significant and dangerous risks of the Smart Port CT and without proper
24 instructions to avoid the harm which could foreseeably occur as a result of using
25 the device;
- 26 f. Failing to exercise due care when advertising and promoting the Smart Port CT;
27 and
- 28 g. Negligently continuing to manufacture, market, advertise, and distribute the

1 Smart Port CT after the Defendants knew or should have known of its adverse
2 effects.

3 78. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
4 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic damages,
5 including for pain and suffering and medical expenses.

6 79. In performing the foregoing acts, omissions, and misrepresentations, the Defendants
7 acted grossly negligent, fraudulently, and with malice.

8 **COUNT II: STRICT PRODUCTS LIABILITY – DESIGN DEFECT**

9 (Against Defendants AngioDynamics and Navilyst)

10 80. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

11 81. The Defendants supplied, manufactured, sold, distributed and/or otherwise placed
12 into the stream of commerce the Smart Port CT implanted into Plaintiff.

13 82. The Smart Port CT implanted into Plaintiff was not reasonably safe for its intended use
14 and was defective with respect to its design.

15 83. The Smart Port CT was in a defective condition and was defective in its design in that
16 when it left the possession and control of the Defendants, it was not safe for its anticipated use and
17 safer, more reasonable alternative designs existed that could have been utilized by the Defendants.

18 84. The Smart Port CT was unreasonably dangerous to the user or consumer, taking into
19 consideration the utility of said product and the risks involved in its use. The foreseeable risks
20 associated with the design of the product were more dangerous than a reasonably prudent consumer
21 such as Plaintiff and/or his physicians would expect when the product was used for its normal and
22 intended purpose.

23 85. The Smart Port CT was expected to and did reach the consumer without substantial
24 change in the condition in which it was supplied, distributed, sold and/or otherwise placed into the
25 stream of commerce.

26 86. A reasonably prudent medical device manufacturer would have recognized the
27 defective design of the Smart Port CT and would thus have avoided placing it into the stream of
28 commerce.

1 87. The design defects in the Smart Port CT were not known, knowable and/or reasonably
2 apparent to Plaintiff and/or his physicians or discoverable upon any reasonable examination.

3 88. The Smart Port CT was used and implanted in the manner in which it was intended to
4 be used and implanted by the Defendants pursuant to the *Instructions For Use* and the product
5 specifications provided by Defendants.

6 89. Defendants are strictly liable to Plaintiff for designing, manufacturing, marketing,
7 labeling, packaging and selling a defective product.

8 90. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
9 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic damages,
10 including for pain and suffering and medical expenses.

11 91. In performing the foregoing acts, omissions, and misrepresentations, the Defendants
12 acted grossly negligent, fraudulently, and with malice.

13 **COUNT III: STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT**

14 (Against Defendants AngioDynamics and Navilyst)

15 92. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

16 93. The Defendants designed, set specifications for, manufactured, marketed, distributed,
17 and sold the Smart Port CT devices, including the one implanted into Plaintiff, into the stream of
18 commerce, and in the course of the same, directly advertised and marketed the Smart Port CT devices
19 to consumers or persons responsible for consumers, and therefore are strictly liable for manufacturing
20 a defective product.

21 94. Upon information and belief, the defective and dangerous condition of the device
22 implanted into Plaintiff existed at the time it was manufactured by the Defendants.

23 95. Upon information and belief, the Defendants operated under design and
24 manufacturing specifications for the Smart Port CT devices, which included appropriate material
25 content, strength, size, durability, appearance, resistance levels, and the Smart Port CT devices were
26 not to be distributed if they exhibited excessive surface damage. The manufacturing process was
27 intended to identify any end-product devices that did not meet design and/or manufacturing
28 specifications, so that those devices would not be placed into the stream of commerce.

1 96. Upon information and belief, the Smart Port CT device implanted into Plaintiff
2 contained manufacturing defects when it left the Defendants' possession and control. The Smart Port
3 CT device at issue differed from the Defendants' intended result and/or from other ostensibly
4 identical units of the same product line.

5 97. Upon information and belief, the Smart Port CT device implanted into Plaintiff varied
6 from its intended specifications in that the device at issue did not have the specified material content,
7 strength, size, durability, and contained surface damage, pitting, or cracking on the exterior of the
8 device, which increased the risk of the development of the device-related thrombosis, and other
9 serious related complications.

10 98. The Smart Port CT device implanted into Plaintiff was in the same condition as when
11 it was manufactured, distributed, and sold by the Defendants.

12 99. The Smart Port CT device implanted into Plaintiff, which the Defendants
13 manufactured, marketed, distributed, and sold into the stream of commerce, was defective at the time
14 of its release into the stream of commerce.

15 100. Plaintiff and Plaintiff's healthcare providers used the device at issue in a way that was
16 reasonably foreseeable to the Defendants.

17 101. The aforementioned device's manufacturing defect created an unreasonably dangerous
18 risk of injury and was the direct and proximate cause of Plaintiff's serious physical injuries and
19 economic and non-economic damages sustained by Plaintiff.

20 102. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
21 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic
22 damages, both in the past and future, including for pain and suffering, and medical expenses.

23 **COUNT IV: STRICT PRODUCTS LIABILITY – FAILURE TO WARN**

24 (Against Defendants AngioDynamics and Navilyst)

25 103. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

26 104. The Defendants designed, set specifications, manufactured, assembled, processed,
27 marketed, labeled, distributed, and sold the Smart Port CT devices, including the one implanted in
28 Plaintiff, into the stream of commerce, and in the course of the same, directly advertised and marketed

1 the device to consumers or persons responsible for consumers, and therefore had a duty to warn of
2 the risk of harm associated with the use of the device and to provide adequate instructions on the safe
3 and proper use of the device.

4 105. At the time the Defendants designed, manufactured, prepared, compounded,
5 assembled, processed, marketed, labeled, distributed, and sold the device into the stream of commerce,
6 the device was defective and presented a substantial danger to users of the product when put to its
7 intended and reasonably anticipated use, namely as an implanted port/catheter system to administer
8 intravenous fluids and/or medications. The Defendants failed to adequately warn of the device's
9 known or reasonably scientifically knowable dangerous propensities, and further failed to adequately
10 provide instructions on the safe and proper use of the device.

11 106. The Defendants knew or should have known at the time they manufactured, labeled,
12 distributed, and sold the Smart Port CT that was implanted into Plaintiff that the Smart Port CT posed
13 a significant and higher risk than other similar devices of catheter thrombosis and resulting serious
14 injuries.

15 107. The Defendants failed to timely and reasonably warn of material facts regarding the
16 safety and efficacy of the Smart Port CT; no reasonable health care provider, including Plaintiff's, or
17 patient, including Plaintiff, would have used the device in the manner directed, had those facts been
18 made known to the prescribing healthcare providers or the consumers of the device.

19 108. The warnings, labels, and instructions provided by the Defendants at all times relevant
20 to this action, are and were inaccurate, intentionally misleading, and misinformed, and misrepresented
21 the risks and benefits and lack of safety and efficacy associated with the Smart Port CT device.

22 109. The health risks associated with the Smart Port CT device, as described herein, are of
23 such a nature that ordinary consumers would not have readily recognized the potential harm.

24 110. The Smart Port CT, which was designed, manufactured, prepared, compounded,
25 assembled, processed, marketed, labeled, distributed, and sold into the stream of commerce by the
26 Defendants, was defective at the time of release into the stream of commerce due to inadequate
27 warnings, labeling and/or instructions accompanying the product.

28 111. When Plaintiff was implanted with the Smart Port CT device, the Defendants failed

1 to provide adequate warnings, instructions, or labels regarding the severity and extent of health risks
2 posed by the device, as discussed herein.

3 112. The Defendants intentionally underreported the number and nature of adverse events
4 associated with catheter thrombosis to Plaintiff's health care providers, as well as the FDA.

5 113. Upon information and belief, neither Plaintiff nor his health care providers knew of
6 the substantial danger associated with the intended and foreseeable use of the Smart Port CT device
7 as described herein.

8 114. Plaintiff and his health care providers used the Smart Port CT in a normal, customary,
9 intended, and foreseeable manner, namely as a surgically placed device used to make it easier to deliver
10 medications directly into the patient's bloodstream.

11 115. Upon information and belief, the defective and dangerous condition of the Smart Port
12 CT devices, including the one implanted into Plaintiff, existed at the time they were manufactured,
13 prepared, compounded, assembled, processed, marketed, labeled, distributed, and sold by the
14 Defendants to distributors and/or healthcare professionals or organizations.

15 116. Upon information and belief, the Smart Port CT implanted in Plaintiff was in the same
16 condition as when it was manufactured, inspected, marketed, labeled, promoted, distributed and sold
17 by the Defendants.

18 117. The Defendants' lack of sufficient warnings and/or instructions was the direct and
19 proximate cause of Plaintiff's serious physical injuries and economic damages in an amount to be
20 determined at trial. Had the Defendants provided adequate warnings, Plaintiff and his physicians
21 would not have used the Smart Port CT.

22 118. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
23 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic
24 damages, including for pain and suffering and medical expenses.

25 119. In performing the foregoing acts, omissions, and misrepresentations, the Defendants
26 acted grossly negligent, fraudulently, and with malice.

COUNT V: BREACH OF IMPLIED WARRANTY

(Against Defendants AngioDynamics and Navilyst)

120. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

121. The Defendants impliedly warranted that the Smart Port CT was merchantable and fit for the ordinary purposes for which it was intended.

122. When the Smart Port CT was implanted in the Plaintiff, it was being used for the ordinary purposes for which it was intended.

123. Plaintiff, individually and/or by and through his physicians, relied upon the Defendants' implied warranties of merchantability in consenting to have the Smart Port CT at issue implanted in his body.

124. Privity exists between Plaintiff and the Defendants because Plaintiff's physicians acted as Plaintiff's purchasing agents in the subject transaction and/or because Plaintiff was a third-party beneficiary of the subject contract.

125. Plaintiff was the intended consumer of the Smart Port CT device when the Defendants made the warranties set forth herein, and such warranties were made to benefit Plaintiff as a patient and consumer.

126. The Defendants breached these implied warranties of merchantability because the Smart Port CT implanted in Plaintiff was neither merchantable nor suited for its intended uses as warranted in that the device varied from its intended specifications, which included, but are not limited to, variances in the following respects:

- a. The Defendants' manufacturing process in constructing the catheter of the Smart Port CT implanted in Plaintiff involved too high of a concentration of barium sulfate particles for the polymer formulation, which led to improperly high viscosity of the admixed polyurethane before polymerization and caused improper mixing of barium sulfate particles within the polymer matrix;
- b. The Defendants knew or should have known that barium sulfate is known to contribute to the reduction in the mechanical integrity of the polyurethane in the Smart Port CT, as the barium sulfate particles dissociate from the surface

1 of the catheter over time; and

2 c. These defects led to a heterogenous modified polymer that included
3 microfractures and weakened areas at the location of the higher barium sulfate
4 concentration that ultimately led to the collection and proliferation of blood
5 products, thus increasing the risk of the development of biofilm and the
6 subsequent development of thrombosis.

7 127. The Defendants' breaches of their implied warranties resulted in the implantation of
8 an unreasonably dangerous and defective product, the Smart Port CT, into Plaintiff's body, placing
9 Plaintiff's health and safety in jeopardy.

10 128. The Smart Port CT was sold to Plaintiff's health care providers for implantation in
11 patients, such as Plaintiff.

12 129. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
13 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic
14 damages, including for pain and suffering and medical expenses.

15 130. Upon information and belief, Plaintiff's healthcare providers sent notice to the
16 Defendants of the adverse event that occurred to Plaintiff and thus, the nonconformity of the Smart
17 Port CT, within a reasonable period of time following discovery of the breach of warranty and before
18 suit was filed.

19 **COUNT VI: BREACH OF EXPRESS WARRANTY**

20 (Against Defendants AngioDynamics and Navilyst)

21 131. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

22 132. The Defendants through their officers, directors, agents, representatives, and written
23 literature and packaging, and written and media advertisement, expressly warranted that the Smart
24 Port CT was safe and fit for use by consumers, was of merchantable quality, did not produce
25 dangerous side effects, and was adequately tested and fit for its intended use.

26 133. The Smart Port CT at issue did not conform to the Defendants' express
27 representations because it was not reasonably safe, had numerous serious side effects, and caused
28 severe and permanent injury.

1 134. The Defendants further breached express representations and warranties made to
2 Plaintiff, his physicians and healthcare providers with respect to the Smart Port CT implanted in the
3 Plaintiff in the following respects:

4 a. The Defendants represented to Plaintiff and his physicians and healthcare
5 providers through labeling, advertising, marketing materials, detail persons,
6 seminar presentations, publications, notice letters, and regulatory submissions
7 among other ways that the Smart Port CT was safe, meanwhile the Defendants
8 fraudulently withheld and concealed information about the substantial risks of
9 serious injury associated with using the Smart Port CT;

10 b. Defendants represented to Plaintiff and his physicians and healthcare
11 providers that the Smart Port CT was as safe and/or safer than other
12 alternative procedures and devices then on the market, but fraudulently
13 concealed information that demonstrated that the Smart Port CT was not safer
14 than alternative therapies and products available on the market; and

15 c. The Defendants represented to Plaintiff and his physicians and healthcare
16 providers that the Smart Port CT was more efficacious than other alternative
17 procedures, therapies and/or devices. Meanwhile, the Defendants fraudulently
18 concealed information regarding the true efficacy of the Smart Port CT.

19 135. At all times relevant to this action, the Smart Port CT did not perform as safely as an
20 ordinary consumer would expect, when used as intended or in a reasonably foreseeable manner.

21 136. Plaintiff, his physicians, and the medical community reasonably relied upon the
22 Defendants' express warranties for the Smart Port CT.

23 137. Privity exists between Plaintiff and the Defendants because Plaintiff's physicians acted
24 as Plaintiffs' purchasing agents in the subject transaction and/or because Plaintiff was a third-party
25 beneficiary of the subject contract.

26 138. Plaintiff was the intended consumer of the Smart Port CT when the Defendants made
27 the warranties set forth herein, and such warranties were made to benefit Plaintiff as a patient and
28 consumer.

1 139. At all times relevant to this action, the Smart Port CT was used on Plaintiff by his
2 physicians for the purpose and in the manner intended by the Defendants.

3 140. Plaintiff and Plaintiff's physicians, by the use of reasonable care, could not have
4 discovered the breached warranty and realized its danger.

5 141. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
6 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic
7 damages, including for pain and suffering and medical expenses.

8 142. Upon information and belief, Plaintiff's healthcare providers sent notice to the
9 Defendants of the adverse event that occurred to Plaintiff and thus, the nonconformity of the Smart
10 Port CT, within a reasonable period of time following discovery of the breach of warranty and before
11 suit was filed.

12 **COUNT VII: FRAUDULENT CONCEALMENT**

13 (Against Defendants AngioDynamics and Navilyst)

14 143. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

15 144. The Defendants made false statements and representations to Plaintiff and his
16 healthcare providers concerning the Smart Port CT device implanted in Plaintiff.

17 145. The Defendants fraudulently concealed information with respect to the Smart Port
18 CT in the following respects:

- 19 a. The Defendants represented through the labeling, advertising, marketing
20 materials, seminar presentations, publications, notice letters, and regulatory
21 submissions that the Smart Port CT was safe and fraudulently withheld and
22 concealed information about the substantial risks of using the Smart Port CT,
23 including, but not limited to, its heightened propensity to facilitate and to
24 promote catheter thrombosis and cause complications;
- 25 b. The Defendants represented that the Smart Port CT was safer than other
26 alternative systems and fraudulently concealed information that demonstrated
27 that the Smart Port CT was not safer than alternatives available on the market;
- 28 c. The Defendants concealed that they knew of the Smart Port CT's dangerous

1 propensity to cause catheter thrombosis and other complications from causes
2 other than the manner in which the implanting physician implanted the device;
3 and

4 d. That frequency of these failures and the severity of injuries were substantially
5 worse than had been reported by the Defendants.

6 146. The Defendants knew or should have known that the representations they made
7 concerning the Smart Port CT, as stated above, were false.

8 147. The Defendants had sole access to material facts concerning the dangers and
9 unreasonable risks of the Smart Port CT.

10 148. The concealment of information by the Defendants about the risks of the Smart Port
11 CT was intentional.

12 149. The concealment of information and the misrepresentations about the Smart Port CT
13 was made by the Defendants with the intent that Plaintiff's health care providers and Plaintiff rely
14 upon them.

15 150. Plaintiff and his physicians relied upon the representations and were unaware of the
16 substantial risks of the Smart Port CT which the Defendants concealed from the public, including
17 Plaintiff and his physicians.

18 151. As a direct and proximate result of the Defendants' actions, omissions and
19 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic
20 damages, including for pain and suffering and medical expenses.

21 152. The Defendants acted with oppression, fraud, and malice towards Plaintiff.

22 153. Had Defendants not concealed this information, neither Plaintiff nor his health care
23 providers would have consented to using the Smart Port CT placed in Plaintiff.

24 154. Plaintiff should be awarded punitive damages due to the fact that the Defendants
25 exhibited intentional conduct and/or acted with malice or reckless disregard for Plaintiff's safety and
26 his rights, and with the intent to defraud Plaintiff, i.e., the consumer, or the individuals responsible
27 for Plaintiff, while supplying Plaintiff or his physicians with the defective Smart Port CT device, which
28 was defectively designed, and which contained the manufacturing defect(s), and while failing to

1 adequately warn the Plaintiff's physicians and Plaintiff, as outlined in this Complaint.

2 155. Moreover, both Defendants, the corporations, knew or should have known that they
3 labeled, advertised, marketed, sold, or otherwise distributed the defective products, i.e., the defective
4 Smart Port CT devices, including the one that was implanted into the Plaintiff's body, because the
5 Smart Port CT devices posed a substantial risks to consumers of said devices, including, but not limited
6 to, the substantial risks of the development of the catheter-related thrombosis and the related injuries
7 and complications.

8 156. Furthermore, both Defendants, the corporations, fraudulently concealed the serious
9 safety concerns with the Smart Port CT devices, which they knew or should have known about,
10 including, but not limited to, the heightened propensity of the Smart Port CT devices to facilitate and
11 to promote the catheter-related thrombosis from Plaintiff's physicians and from Plaintiff, acting with
12 malice or reckless disregard for Plaintiff's safety and his rights, with the intent to defraud Plaintiff or
13 the individuals responsible for Plaintiff, i.e., Plaintiff's prescribing and implanting physicians.

14
15 **COUNT VIII: VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION ACT**
16 **(OCPA)**

(Against Defendants AngioDynamics and Navilyst)

17 157. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

18 158. The Plaintiff, a consumer, purchased the Smart Port CT, and said device was intended
19 for Plaintiff's personal use.

20 159. The acts and practices engaged in by the Defendants as outlined above constitute false,
21 misleading, or deceptive acts or practices in violation of Oklahoma Consumer Protection Act,
22 ("OCPA"). 15 Okl. St. § 751 *et seq.*

23 160. The Defendants engaged in unlawful practices including deception, false promises,
24 misrepresentation, false and misleading advertisement, and/or the concealment, suppression, or
25 omission of material facts in connection with the sale, distribution, and/or advertisement of the Smart
26 Port CT in violation of the OCPA.

27 161. Plaintiff purchased the Smart Port CT, a product that was falsely represented, as
28 further set forth herein, as having certain characteristics and benefits it did not have, *inter alia*, that it

1 was reasonably safe for use, as further set forth above, in violation of the OCPA.

2 162. The Defendants further knowingly or recklessly engaged in unfair, unconscionable,
3 deceptive, deliberately misleading, false, and/or fraudulent and deceptive acts and practices, all in
4 violation of the OCPA, which created a likelihood of confusion or misunderstanding on Plaintiff's
5 part with respect to the Smart Port CT she purchased, including, but not limited to, misrepresenting
6 that the Smart Port CT was reasonably safe for use and failing to adequately disclose the substantial
7 risk of catheter thrombosis, and harm the product entailed given the large number of adverse events
8 the Defendants knew or should have known of but did not adequately disclose to Plaintiff and his
9 doctors.

10 163. The Defendants' practices were likely to mislead consumers who acted reasonably to
11 their detriment in purchasing the product based on the Defendants' representations that it was
12 reasonably safe for use when it in fact was not and had a higher risk of thrombosis due to its defective
13 design.

14 164. The Defendants intended for Plaintiff, Plaintiff's physicians, and other consumers to
15 rely on their deceptive practices and representations in order to continue selling and manufacturing
16 the Smart Port CT.

17 165. As a result of the Defendants' conduct, Plaintiff suffered economic damages in that
18 the product purchased was misrepresented to be reasonably safe for use and was worth far less than
19 the product Plaintiff thought she had purchased had the Defendants' representations been true.

20 **COUNT IX: WRONGFUL DEATH**

21 (Against Defendants AngioDynamics and Navilyst)

22 166. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

23 167. The Defendants owed a duty of care to the Decedent, who was the intended and
24 foreseeable consumer of the SmartPort CT.

25 168. The Defendants breached their duty by selling their defective SmartPort CT device to
26 the Decedent or to his physicians to be used by the Decedent for personal use.

27 169. The Defendants implanted into the Decedent the SmartPort CT that was defective
28 with respect to its design. The SmartPort CT at issue was designed, manufactured, marketed, labeled,

1 packaged, and sold by the Defendants.

2 170. As outlined in this Complaint, the Defendants SmartPort CT device that was
3 implanted into the Decedent contained manufacturing defects when it left the Defendants' possession.
4 The manufacturing defect created an unreasonably dangerous risk of injury and in fact, brought about
5 the injuries that precipitated and resulted in the Decedent's death.

6 171. The Defendants failed to timely and reasonably warn the Decedent of material facts
7 concerning the safety and efficacy of the SmartPort CT; the Defendants also failed to provide adequate
8 warnings, instructions, and labels regarding the severity of and extent of health risks posed by the
9 SmartPort CT at issue.

10 172. The Decedent was injured and died shortly thereafter because of the Defendants'
11 negligence, recklessness, or their intentional conduct, as outlined in this Complaint. Plaintiff Elizabeth
12 Bass is the surviving spouse of the Decedent.

13 173. The Defendants are the corporations, as specified above in this Complaint, and their
14 negligence, recklessness or their intentional conduct caused the Decedent's injuries and his subsequent
15 death.

16 174. The Decedent, who, prior to his death, was injured by the Defendant's defective
17 product and through the Defendants' tortious conduct, would have been able to file his claim(s)
18 concerning his injuries and damages at issue if he had lived to do so.

19 175. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
20 misrepresentations which resulted in the Decedent's death, Plaintiff suffered economic and non-
21 economic damages, both in the past and the future: as to financial losses, as a result of Decedent's
22 death: these losses include, but are not limited to, funeral and cremation service expenses, loss of the
23 Decedent's income, loss of the value of household services provided by the Decedent, and other
24 applicable economic damages; as to non-economic damages, Plaintiff suffered loss of companionship,
25 mental anguish, and other applicable non-economic damages.

26 176. Plaintiff has a right to recover the damages pursuant to the Oklahoma Wrongful Death
27 Act, 12 Okl. Stat. § 1053.

28 177. Plaintiff should be awarded punitive damages due to the fact that the Defendants

1 exhibited intentional conduct or acted with the intent to defraud the Decedent, i.e., the consumer, or
2 the individuals responsible for him, as a consumer, with malice and gross negligence, while supplying
3 the Decedent or his physicians with the defective SmartPort CT, which was defectively designed and
4 which contained the manufacturing defect(s), while failing to adequately warn the Decedent's
5 physicians and the Decedent, as specified in this Complaint.

6 **COUNT X: SURVIVAL**

7 (Against Defendants AngioDynamics and Navilyst)

8 178. Plaintiff incorporates the preceding paragraphs as if set out fully herein.

9 179. Plaintiff Elizabeth Bass is the Successor in Interest to Decedent Albert Pike Ballew.

10 180. At all times relevant to this action, Plaintiff was the Decedent's common law wife.

11 This action survives to and in favor of Plaintiff in this action pursuant to Oklahoma's survival statute,
12 Okl. St. § 1054.

13 181. The Decedent's injury was caused by the Defendants' defective product and their
14 tortious conduct, as outlined in this Complaint, and thus the Decedent had a personal injury cause of
15 action prior to his death.

16 182. The Decedent did not bring a legal action concerning the injuries at issue prior to his
17 death on or about October 3, 2025.

18 183. The Decedent would have been able to bring the legal action concerning his injuries
19 at issue if he lived to do so.

20 184. As shown in this Complaint, the Defendants' negligence, recklessness or their
21 intentional conduct caused the Decedent's injuries and said injuries were incurred by the Decedent
22 prior to his death.

23 185. As a direct, actual, and proximate cause of the Defendants' actions, omissions, and
24 misrepresentations, Plaintiff has been injured and has sustained economic and non-economic damages,
25 including for pain and suffering and medical expenses.

26 186. Such damages survive to the estate of the decedent, Albert Pike Ballew.

PRAYER

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, individually, jointly, and severally, as follows:

- a. Judgment be entered against all the Defendants on all causes of action of this Complaint;
- b. Plaintiff be awarded his full, fair, and complete recovery for all claims and causes of action relevant to this action;
- c. Plaintiff be awarded general damages according to proof at the time of trial;
- d. Plaintiff be awarded damages, including past, present, and future medical expenses according to proof at the time of trial;
- e. Plaintiff be awarded punitive damages according to proof;
- f. Plaintiff be awarded costs and attorney’s fees in connection with Plaintiff’s OCPA claim under 15 Okl. St. § 751 *et seq.*;
- g. Plaintiff be awarded any and all statutory damages allowed by applicable law;
- h. Awarding pre-judgment and post-judgment interest to the Plaintiff;
- i. Awarding the costs and the expenses of this litigation to the Plaintiff; and
- j. For such other and further relief as the court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues.

Respectfully submitted,

/s/ Rollin Wood
 Roman Balaban (CO # 39148/ *Admitted Pro Hac Vice*)
 Max Yefimenko (CO # 34796/ *Admitted Pro Hac Vice*)
 Rollin Wood (CO # 44920/ *Admitted Pro Hac Vice*)
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 Greenwood Village, CO 80111
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ATTORNEYS FOR PLAINTIFF

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CERTIFICATE OF FILING AND SERVICE

I hereby certify that on November 4, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

By: /s/ Rollin Wood

Rollin Wood, Esq.