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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Martinez, Deputy Clerk

7 Attorney for PLAINTIFFS,
8 DENNIS PRAGER, an individual, and
9 SUSAN PRAGER, an individual

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 DENNIS PRAGER, an individual, and SUSAN
13 PRAGER, an individual

Case Number: 26SMCV01561

14 Plaintiff,

COMPLAINT FOR DAMAGES

15 vs.

- 16 (1) **ELDER/DEPENDENT ADULT ABUSE BY NEGLECT;**
- 17 (2) **MEDICAL MALPRACTICE;**
- 18 (3) **NEGLIGENCE;**
- 19 (4) **VIOLATION OF PATIENT'S BILL OF RIGHTS (Health and Safety Code section 1317.6)**
- 20 (5) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 21 (6) **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
- 22 (7) **LOSS OF CONSORTIUM**

23 CEDARS SINAI MEDICAL CENTER, (a
24 California private non-profit corporation),
25 BARLOW RESPIRATORY HOSPITAL, (a
26 California non-profit corporation), RANCHO
27 LOS AMIGOS NATIONAL
28 REHABILITATION CENTER, (a department
29 of the County of Los Angeles) and Does 1
30 through 100, inclusive,

31 Defendants.

DEMAND FOR JURY TRIAL

32 Plaintiffs DENNIS PRAGER and SUSAN PRAGER allege as follows:

INTRODUCTION

33 1. Plaintiff, DENNIS PRAGER. (hereinafter "PRAGER") is an iconic, well known
34 talk show host, formerly hosting the "Dennis Prager Show" three-hour radio broadcast five days a
35 week, and the founder of "PRAGERU" or Prager University, an on-line educational non-profit.

1 2. PRAGER is a nationally known, widely respected, and well-loved public figure
2 with tens of millions of social media followers, subscribers, donors and supporters worldwide. Just
3 prior to the events described herein, PRAGER was hosting a daily three-hour nationally
4 syndicated radio program with millions of regular listeners.

5 3. PRAGER’s professional livelihood depends upon his ability to speak, engage live
6 audiences, and communicate without mechanical limitation.

7 4. Up until November 12, 2024, PRAGER led a successful life until, in a very
8 unfortunate series of events, he stepped out of the shower, slipped and fell backward, severely
9 striking the back of his head on the side of the bathtub as he fell, sustained serious injuries, and
10 was admitted to Cedars-Sinai following a traumatic cervical spinal cord injury at the C3-C4 level.

11 5. Upon admission to Cedars-Sinai, PRAGER still had some feeling and ability to
12 move his toes, even with the severe underlying injury, but was otherwise unable to move his limbs
13 and/or breathe on his own, necessitating the use of a ventilator.

14 6. What followed after PRAGER’s admission to Cedars-Sinai was an avoidable
15 cascade of preventable failures that dramatically worsened PRAGER’s condition, eliminated
16 critical recovery opportunities, and imposed permanent and extraordinarily costly complications.

17 7. Two medical failures led to PRAGER’s diminished outcome, both of which are
18 discussed in detail below. The first was the misplacement of the tracheostomy tube, and the
19 second was the complete and total failure to turn PRAGER’s body in his bed (given that he was
20 unable to move himself). Both of these errors fell under the applicable standard of medical care,
21 and the failure to turn PRAGER, given his inability to move himself, was not only a failure to
-- meet the standard of care, but also a complete and total failure to meet Medicare Guidelines,
which Cedars-Sinai is required to follow.

1 corporation. On information and belief, it operates as a California nonprofit public benefit
2 corporation under the Cedars-Sinai Health System, independent of government ownership or
3 control.

4 13. RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
5 (“Rancho”) is located at 7601 East Imperial Highway, Downey, California 90242, within Los
6 Angeles County. It is a Hospital Facility officially licensed by the California Department of Health
7 Care Access and Information (HCAI) as a General Acute Care Hospital with 158 beds, operating
8 as part of the Los Angeles County Department of Health Services. It functions with both acute
9 care units and dedicated rehabilitation services, and is a department of the County of Los Angeles.

10 14. BARLOW RESPIRATORY HOSPITAL (“Barlow”) is a hospital located at 2000
11 Stadium Way, Los Angeles, CA 90026. Barlow Respiratory Hospital is a California private
12 nonprofit corporation. Founded in 1902 as a charity sanatorium, it operates independently as a
13 general acute care hospital with licensed beds, funded through private donors, foundations, and
14 standard healthcare payers.

15 15. Defendant Cedars-Sinai is in the business of providing long term care as a 24-hour
16 facility and subject to the requirements of state and federal law governing the operation of hospital
17 facilities. Defendants 1-10 are the owners, subsidiaries, companies with any ownership in Cedars-
18 Sinai, and any type of corporation or owners that exercises control with regards to management,
19 budgeting or staffing.

20 16. Plaintiff is informed and believes and therefore alleges that at all relevant times to
21 this complaint, DOES 11-50 were licensed and unlicensed individuals and/or entities, or
-- employees or agents of the DEFENDANTS rendering care and services to PRAGER, and whose
conduct or omissions caused the injuries and damages alleged herein. It is alleged that at all
relevant times hereto, DEFENDANTS were aware of the unfitness of DOES 1-50 to perform their

1 necessary job duties and yet employed these persons and/or entities with conscious disregard of
2 the health, rights, and safety of PRAGER.

3 17. Defendants Cedar-Sinai, Rancho Los Amigos, and Barlow and DOE Defendants
4 51-100 (hereinafter referred to as the MANAGEMENT DEFENDANTS) at all relevant times
5 hereto were in the business of operating, owning, running, financing, managing, and controlling
6 general acute care hospitals and skilled nursing facilities, such as Barlow and Rancho Los Amigos
7 and Does 1-50, and their respective agents and employees, and are therefore vicariously liable for
8 the acts and omissions of these Co-Defendants, their agents and employees.

9 18. Each of the DEFENDANTS were at all times relevant hereto in the business of
10 providing long-term care as 24-hour full-service hospitals, and are subject to the requirements of
11 42 C.F.R. section 482.23(b) and (c) and Title 22, California Code of Regulations § 70707. This
12 reference is not an exhaustive list of applicable rules, law and regulations applicable to the
13 operation of a full-service hospital and according to proof at the time of trial.

14 19. Plaintiffs are ignorant of the true names and capacities of those DEFENDANTS
15 sued herein as DOES 1-100, and for that reason have sued those DEFENDANTS by such
16 fictitious names. Plaintiff will seek leave from the Court to amend this Complaint and identify said
17 DEFENDANTS when their identities are ascertained.

18 **JURISDICTION**

19 20. Plaintiffs Dennis Prager and Susan Prager are both residents of the County of Los
20 Angeles, in California. Defendants, Cedars-Sinai, Barlow and Rancho are all hospital facilities
21 located within Los Angeles County, California. At all relevant times herein, all of the actions and
22 omissions complained of took place in the County of Los Angeles, in the state of California.

23 21. The applicable statute of limitations for a medical negligence claim is set forth
24 under California Civil Code section 340.5 at one year from the date of discovery of medical

1 negligence. Here, Plaintiffs first learned of PRAGER’s pressure wounds and injuries in February
2 of 2025, but did not attribute them to medical negligence until several months thereafter.

3 22. Plaintiff submitted a written demand to Cedars-Sinai, Rancho and Barlow on or
4 about December 23, 2025, extending the statutory deadline for filing the instant complaint by 90
5 days to March 20, 2026 under California Civil Code section 364(d).

6 23. Rancho, on information and belief, is a public entity owned and operated by the
7 Los Angeles County Department of Health Services. Accordingly, Plaintiff filed a government tort
8 claim with the County of Los Angeles within six months of the discovery of Rancho’s negligence
9 and involvement in PRAGER’s continued lack of proper treatment and negligent care in tending
10 to his Pressure Wounds, causing an exacerbation of the same. A true and correct copy of the
11 government tort claim submitted on or about February 25, 2026 is attached hereto as Exhibit “A”.

12 **GENERAL ALLEGATIONS**

13 24. While a patient of Cedars-Sinai, Barlow and Rancho Los Amigos, PRAGER
14 suffered from the avoidable development of Stage IV pressure wounds, also known as “pressure
15 ulcers” and colloquially known as “bed sores.”

16 25. A pressure wound or injury is a severe injury to the skin and, if allowed to progress
17 to Stage 3III and then 4IV level, to the underlying tissue; as such, it is severe and life-threatening.
18 Pressure sores usually develop on bony parts of the body such as the tailbone, hip, ankle, or heel.
19 They are usually caused by constant pressure on one part of the skin from chairs, wheelchairs, or
20 beds and are often a sign of neglect because these sores develop when patients remain in one
21 position for too long — either in a wheelchair or in a bed. Bed sores need immediate treatment by
-- a team of health professionals as they are major issues in health care for elderly people and are a
critical sign of elder abuse and neglect because, when untreated, the sores can lead to other major
health problems. Pressure sores can be prevented by keeping the skin clean and dry, changing the

1 patient's position every two hours, and using pillows, mattresses, and other products that relieve
2 pressure on the bony parts of the patient's body.

3 26. Stages of bed sores typically feature some redness and/or pain in their initial stages
4 and later develop into serious wounds. Serious stages of bed sores can develop when immobile
5 seniors are not able to reposition themselves and caregivers do not move them frequently.

6 27. Stage 1 bed sores are usually identified as a persistent area of skin redness without
7 a break in the skin. Stage 2II bed sores are generally identified by a partial loss of thickness in skin
8 layers that presents clinically as an abrasion, blister, or shallow crater. Stage 3III bed sores are
9 characterized by a full thickness of skin that is lost, exposing the subcutaneous tissues, presenting
10 a deep crater with or without undermining adjacent tissue. Stage 4IV is characterized by a full
11 thickness of skin and subcutaneous tissues that are lost, exposing muscle and/or bone.

12 28. Stage 3III and 4IV pressure wounds are considered a "never event" by the United
13 States Centers for Medicare and Medicaid Services, a federal government agency. A "never event"
14 is a term introduced by the former executive officer of the National Quality Forum in reference to
15 serious and costly errors in the provision of health care services that should *never* happen.

16 29. Stage 4IV wounds are considered among the most severe wound types in all of
17 medicine because they involve: Destruction of all skin layers, damage to muscle and connective
18 tissue, possible involvement of bone and joints and a high risk of systemic infection/sepsis and
19 death.

20 30. Upon admission to Cedars-Sinai, Cedars-Sinai failed to implement basic,
21 mandatory measures in order to prevent pressure-related skin breakdown in a large, immobile
22 spinal-cord injured patient — PRAGER.

23 31. PRAGER is approximately six foot four inches tall and upon admission to Cedars-
24 Sinai, weighed approximately 270 pounds. Unable to move his limbs, he was entirely dependent
25

1 upon staff for repositioning. His stature and injury presented obvious, well documented risk
2 factors for pressure related wounds.

3 32. Routine turning for Prager as well as mechanical lift assistance were not optional
4 for Cedars-Sinai. They were required under the applicable medical standard of care. Nevertheless,
5 PRAGER’s 3000-plus-page medical records, documenting every one of his 49 days and medical
6 issues at Cedars-Sinai, do not include any nursing documentation of turning, repositioning, off-
7 loading, or use of a mechanical lift such as a Hoyer Lift, a mechanical patient transfer device used
8 to reposition and safely move individuals with limited mobility between surfaces like beds,
9 wheelchairs, toilets, or chairs (hereinafter “Hoyer”).

10 33. On information and belief, this omission is not attributable to generally deficient
11 charting in part because other routine nursing care was thoroughly documented.

12 34. Throughout PRAGER’s Cedars-Sinai medical records, (hereinafter “CSMR”) physicians repeatedly
13 recognized the need for frequent turning and pressure injury prevention. PRAGER’s CSMR meticulously
14 reflects vital signs, medications, respiratory care, and other nursing tasks. However, at no point during his
15 seven-week hospitalization does the CSMR reflect compliance with physician-ordered turning, repositioning,
16 or off-loading protocols, nor were such preventative measures observed by Susan Prager during her
17 extensive bedside presence, which often meant twelve hours or more across day and night shifts.

18 35. In contrast, Susan Prager routinely observed staff perform full log-rolling and
19 repositioning for hygiene and bowel care, making it clear that staff had the ability to mobilize
20 PRAGER when necessary, but for some reason, preventative off-loading was not implemented.

21 36. Once Cedars-Sinai staff first identified pressure wounds on PRAGER on or about
December 9, 2024, they were already advanced, ultimately categorized as stage IV with extension
to bone—reflecting extremely delayed recognition and prolonged unrelieved pressure.

1 37. Once discovered by Cedars-Sinai hospital staff, no formal wound consultation was
2 obtained for approximately two additional weeks. Susan Prager was never informed of the
3 wounds, despite her near continuous presence at PRAGER’s bedside, and Cedars-Sinai’s
4 knowledge that she was his wife.

5 38. On or about December 23, 2026, the CSMR reflects that a wound consult took
6 place with PRAGER, but thereafter there was no meaningful change in the clinical course of his
7 care. Preventative and corrective measures remained inconsistent with the severity of PRAGER’s
8 injuries. The progression to multiple Stage IV ulcers with bony involvement took place despite
9 formal recognition of this serious problem.

10 39. The above-described pressure wounds (when first noticed) were not revealed to
11 Susan Prager by Cedars-Sinai staff despite her near-constant presence by PRAGER’s side.
12 Instead, Cedars-Sinai surreptitiously noted the wounds in PRAGER’s record, and kept silent on
13 both their presence and the extent to which they had damaged PRAGER’s rehabilitation and
14 recovery.

15 40. In addition to the foregoing, while Susan Prager was present bedside with
16 PRAGER for extended periods of time, she did not witness routine mechanical lift use, scheduled
17 turning, or structured off-loading consistent with the orders entered on PRAGER’s medical chart.
18 This would be an easily observable event.

19 41. The CSMR contains no meaningful documentation of early-stage pressure injury
20 development. When wounds are finally described therein, they are already advanced. Yet a patient
21 with PRAGER’s level of risk and immobility unequivocally required regular, documented skin
22 assessments.

23 42. The CSMR’s nursing notes repeatedly rely upon generic templated phrases—(e.g.,
24 “no clubbing, cyanosis, or edema” or cursory references to unrelated skin findings—“surgical

1 incisions”—without documented inspection of sacral or dependent pressure areas. Given that
2 PRAGER was a quadriplegic patient at extreme risk, this omission is not trivial. It is evidence of
3 Cedar-Sinai’s failure to properly assess PRAGER.

4 43. Likewise, the CSMR contains zero evidence of regular, location specific inspection
5 of sacral and dependent pressure areas. Susan Prager’s regular presence at PRAGER’s bedside
6 (and lack of observation of routine turning) during daily care provide further evidence that
7 meaningful skin assessments were not being performed with the frequency or rigor required for a
8 quadriplegic patient.

9 44. The catastrophic pressure wounds PRAGER suffered required multiple surgical
10 interventions, continuous mechanical off-loading measures, and rendered PRAGER ineligible for
11 treatment at the overwhelming majority of rehabilitation and post-acute facilities nationwide,
12 transforming what should have been an intensive recovery phase to extended medical management
13 and compounding the interruption of PRAGER’s meaningful neurologic and respiratory recovery.

14 45. More than thirteen months after the development of these Stage IV pressure
15 injuries at Cedars-Sinai, the consequences for PRAGER and Susan Prager remain catastrophic.
16 The wounds require prolonged repositioning and extensive dressing changes that inherently
17 precipitate dysreflexia (sudden spikes in blood pressure and profuse perspiration) along with
18 respiratory instability. Routine wound care, rolling, and sustained lateral positioning in a
19 quadriplegic frequently result in significant pulmonary compromise, requiring manual ventilation
20 through the tracheostomy to maintain adequate oxygenation, and often leading to prolonged
21 recovery.

22 46. Illustrating this point, in February of 2026, following routine wound care and
23 repositioning, PRAGER, who was off the ventilator, experienced acute respiratory
24 decompensation and required re-initiation of full ventilator support for the remainder of the day

1 and night. The following evening, he continued to remain ventilator dependent. These episodes are
2 not isolated, as wound care has repeatedly triggered prolonged respiratory setbacks lasting hours
3 to days.

4 47. These failures implicate not only professional negligence, but violations of the
5 Medicare Conditions and Participation governing nursing services and patient rights. Under 42
6 C.F.R. sections 482.23(b) and (c), hospitals must ensure that nursing care is planned, implemented
7 and documented to meet each patient’s needs, including interventions to prevent avoidable
8 complications.

9 48. Moreover, CMS guidance and nationally accepted standards specifically identify
10 regular repositioning, use of appropriate lifting and support equipment, and pressure off-loading as
11 mandatory measures for immobile patients such as PRAGER. These are federal participation
12 requirements tied directly to reimbursement and compliance, not discretionary clinical
13 preferences. The complete absence of nursing documentation reflecting execution of these
14 measures—despite physician orders and despite the development of severe and avoidable pressure
15 wounds, raises serious questions with respect to a lack of compliance with CMS requirements.

16 49. PRAGER’s CSMR further reveals a pervasive pattern of duplicated and near-
17 identical “progress notes” across multiple disciplines, including hospitalist, nursing, physical
18 therapy, occupational therapy and dietary services, repeated verbatim over successive days despite
19 a critically ill patient whose condition was demonstrably evolving.

20 50. This near identical documentation raises serious concerns regarding the accuracy,
21 contemporaneity, and authenticity of the CSMR. To the extent that these entries were used to
-- support Medicare billing for skilled services, ICU-level care, or therapy participation, the practice
implicates federal documentation standards and reimbursement integrity requirements. Identical
daily assessments in a patient with fluctuating neurologic, respiratory and wound status presents

1 not merely a quality-of-care issue, but a red flag in terms of potential failure to meet CMS
2 requirements.

3 51. In addition to the horrific pressure wounds PRAGER suffered, his tracheostomy
4 tube was improperly placed, resulting in severe and lasting harm.

5 52. The incorrectly positioned tracheostomy contributed to recurrent mucus plugging,
6 tracheal trauma, tracheal scarring, repeated pulmonary infections, and impaired ventilator
7 weaning.

8 53. PRAGER's imaging and subsequent surgical findings confirmed malposition,
9 requiring operative revision that disrupted an otherwise documented trajectory toward ventilator
10 independence. Notably, PRAGER had demonstrated the ability to be off the ventilator, breathing
11 on his own for increasingly long periods prior to tracheostomy repositioning surgery.

12 54. The opportunity for PRAGER to rehabilitate and remain off the ventilator was lost
13 as a result of both the pressure wounds and improperly placed tracheostomy tube.

14 55. Making matters worse, Cedars-Sinai abruptly made the decision to discharge
15 PRAGER from its care immediately following receipt of a written complaint from a third-party
16 attorney documenting PRAGER's near-absence of required physical and occupational therapy.

17 56. When PRAGER was transferred to a rehabilitation facility, ventilator weaning
18 remained impaired due to the incorrectly positioned tracheostomy tube, while the advanced Stage
19 IV pressure injuries prevented meaningful rehabilitation. A subsequent surgical revision was
20 required. PRAGER will now require custom tracheostomy tubes and specialized management
21 indefinitely.

-- 57. Setting aside the improper positioning of the tracheostomy tube, the downstream
consequences of the wound burden have repeatedly interrupted PRAGER's pulmonary
stabilization. Prolonged repositioning and lateralization required for Stage IV wound care

1 frequently precipitates acute respiratory compromise, requiring manual ventilation and renewed
2 ventilator support. Consequently, PRAGER's lungs have been deprived of sustained periods of
3 stability necessary for meaningful recovery and ventilator weaning. The combined effect of
4 wound-related destabilization has materially delayed respiratory recovery.

5 58. As a direct and proximate result of PRAGER's Stage IV pressure wounds and
6 improperly placed tracheostomy tube, along with his ventilator dependence, PRAGER's discharge
7 options narrowed to essentially a single facility in the country, necessitating a transfer thousands
8 of miles away from his home and family. Susan Prager, his wife, who is also the primary caregiver
9 for an adult autistic son, has been forced into repeated cross-country travel in order to remain at
10 PRAGER's side while maintaining care responsibilities at home. The financial, logistical, and
11 human costs have been staggering and continuous.

12 59. The CSMR does not reflect any consideration for fecal diversity surgery in a
13 completely paralyzed patient with very large body habitus, with large and deep sacral pressure
14 ulcers with fecal incontinence, with liquid stool, and with need for repeated wound care. A timely
15 ostomy would have made wound care more manageable and made healing possible. The fact that
16 the medical record does not demonstrate that this was even considered, let alone completed, falls
17 far below the standard of care.

18 60. Following PRAGER's abrupt discharge from Cedars-Sinai, he was admitted to
19 Barlow Respiratory hospital where his pressure wounds remained at the Stage IV level between
20 January 2, 2025 and January 27, 2025, and the skin and tissue breakdown progressed to the point
21 where bacteria in the area became a significant problem . PRAGER's wounds were exacerbated
-- by the fact that when he defecated, liquid feces and bacteria would pervade PRAGER's wounds,
creating a high-risk environment for infection. Accordingly, the wounds remained wide open,
extending through the full thickness of tissue at a Stage IV level, and failed to heal, worsening

1 over time because basic preventative and therapeutic wound care was not implemented, and
2 because Barlow failed to provide care to PRAGER in accordance with the applicable standard of
3 care.

4 61. Instead of arranging fecal diversion surgery (ostomy) , which would have resulted
5 in defecation into a contained colostomy bag that would not have exacerbated his existing pressure
6 wounds, Barlow failed to take action, failed to obtain a surgical consultation, and accordingly, the
7 pressure wounds did not heal or improve as would be expected had they been properly cared for.

8 62. When PRAGER was discharged from Barlow and admitted to Rancho Los Amigos
9 Rehabilitation Center, he still had yet to receive ostomy surgery necessary to divert fecal flow
10 away from the wound area. Rancho Los Amigos staff did obtain a plastic surgery referral and
11 subsequently debrided the pressure wounds—but without fecal diversion in place. As a result, the
12 large open wounds became repeatedly contaminated with stool. Multiple Rancho Los Amigos
13 staff, including physician Dr. “Sebo,” explained that the wounds created by the debridement could
14 not heal under these conditions. Dr. Sebo further explained that ongoing fecal contamination of the
15 wounds created a constant and serious risk of infection and sepsis from enteric bacteria. No
16 surgical consultation was ordered for an ostomy.

17 63. Even with Rancho Los Amigos’ staffs’ knowledge, including Dr. Sebo, that
18 Rancho Los Amigos would be putting PRAGER into a worsening situation by debriding his
19 wounds without performing ostomy surgery, they went forward with the debridement procedure.
20 In response, Susan Prager begged Rancho Los Amigos staff multiple times per week, essentially
21 every time she saw a physician, to please perform the ostomy surgery so that PRAGER would not
-- be in constant danger of sepsis, but Rancho Los Amigos refused. Thus, PRAGER did not heal, as
he continued to be exposed on a daily basis to fecal bacteria pouring into his very deep open
wounds.

1 64. Other physicians at Rancho Los Amigos agreed with Dr. Sebo that PRAGER
2 would not heal without ostomy surgery, but nevertheless negligently failed to submit the referral
3 to the affiliated acute care hospital needed to have it done. This resulted in months of degradation,
4 embarrassment, agony, and tremendous suffering for PRAGER, in addition to the fact that he
5 could not heal, rehabilitate, or improve on his condition with this horrific cycle taking place on a
6 daily basis.

7 65. Eventually, weeks after leaving Rancho Los Amigos, PRAGER was able to obtain
8 the ostomy surgery which prevented the constant cycle of reinfection he had experienced at Cedars
9 Sinai, Barlow and Rancho Los Amigos. The severe pressure wounds that developed during his
10 care are what ultimately required this fecal diversion surgery, leaving PRAGER permanently
11 dependent on a colostomy bag.

12 66. The costs of care for PRAGER over the course of the past approximate thirteen
13 months has exceeded \$5,000,000.00 and continues to grow at a staggering pace with each and
14 every day. This amount could have – and should have been much lower, but for the staggering
15 costs of wound treatment, ostomy and debridement surgeries, and other care associated with
16 severe pressure wounds.

17 67. In addition, PRAGER has been unable to return to his daily broadcast, making
18 public appearances, and doing all but a fraction of the amount of the work that he was capable of
19 prior to his injuries. Prior to his injuries, PRAGER made an annual income of approximately \$2
20 million that has now all but vanished.

21 68. In addition, as a result of the negligent management of his condition, PRAGER is
22 now required to be on a specialized high-level therapeutic wound care mattress known as a
23 “Clinitron” bed. These beds are expensive, cumbersome, difficult for nursing care, noisy and
24 disruptive. The bed is filled with fine sand through which air is continually forced, causing the

1 surface beneath his body to constantly shift in an effort to redistribute pressure and prevent his
2 existing pressure wounds from further deterioration. The machine that powers the bed runs
3 continuously and produces a loud, constant mechanical noise. The noise fills the room at all times.
4 PRAGER, his wife Susan, and anyone attempting to spend time with him must raise their voices
5 simply to be heard. Ordinary conversation is difficult. Phone and video calls are nearly impossible.
6 Even during the night, when PRAGER attempts to sleep, the machine cannot be turned off. At
7 present, there is no indication that PRAGER will be able to discontinue use of this bed in the
8 foreseeable future.

8 69. On information and belief, had PRAGER been appropriately cared for, and turned
9 and lifted as ordered by his Cedars-Sinai physicians, he would not have developed serious bone
10 exposing Stage IV pressure wounds that significantly impeded his rehabilitation. In a completely
11 paralyzed patient with a large body habitus and fecal incontinence with liquid stool, the failure to
12 obtain a surgical consultation fell below the applicable standard of care. In addition, had his
13 tracheostomy tube not been improperly placed, he would not now be in the completely dependent
14 respiratory position he now finds himself. These critical errors have resulted in PRAGER's
15 inability to heal, ongoing respiratory distress, the need for multiple surgical procedures, and a
16 severe—likely permanent, setback in PRAGER's recovery.

16 70. The pattern of omissions reflected in PRAGER's medical records is consistent with
17 a systemic tolerance for preventable deterioration in patients perceived as medically fragile and
18 unlikely to generate scrutiny.

18 71. Stated differently, had Cedars Sinai, Barlow and Rancho Los Amigos treated
19 PRAGER according to CMS standards, diligently, with an appropriate standard of care, and in
20 compliance with his physicians' orders, he would not have developed Stage IV pressure wounds.
21 Even if pressure wounds had developed, they would have been timely and properly treated and

1 allowed to heal rather than deteriorate into severe, bone-deep injuries he now suffers. In addition,
2 had PRAGER's tracheostomy tube been properly placed, he would have been able to come off the
3 ventilator months ago and at least partially resume his work on his radio show and broadcast.

4 72. The persistence and severity of PRAGER's pressure wounds continue to directly
5 impede ventilator weaning more than a year after the injuries first formed, and materially
6 contribute to PRAGER's ongoing respiratory dependence.

7 73. PRAGER's catastrophic stage IV pressure injury sores were entirely preventable
8 had the Defendants, Cedars-Sinai and Does 1-100, inclusive, hired enough sufficiently trained
9 staff at Cedars-Sinai Hospital to provide PRAGER with the level of care that doctors ordered and
state and federal regulations required.

10 **FIRST CAUSE OF ACTION**
11 **ELDER ABUSE BY NEGLECT**
(AGAINST DEFENDANTS CEDARS-SINAI, BARLOW AND RANCHO AND DOES 1-100)

12 74. Plaintiff alleges and incorporates by reference Paragraphs 1-73 above, as though
13 fully set forth herein.

14 75. Section 15657 of the Welfare and Institutions Code provides:

15 Where it is proven by clear and convincing evidence that a defendant is liable for physical
16 abuse as defined in Section 15610.63, neglect as defined in Section 15610.57, or abandonment as
17 defined in section 15610.05, and that the defendant has been guilty of recklessness, oppression,
18 fraud, or malice in the commission of this abuse, the following shall apply in addition to all other
19 remedies otherwise provided by law:

20 (a) The court shall award to the PLAINTIFF reasonable attorney's fees and costs. The
21 term "costs" includes, but is not limited to, reasonable attorney fees for the services of
conservator, if any, devoted to the litigation of a claim brought under this article.

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(b) The limitations imposed by Section 377.34 of the Code of Civil Procedure on the damages recoverable shall not apply. However, damages recovered shall not exceed the damages permitted to be recovered pursuant to subdivision (b) of Section 3333.2 of the Civil Code.

76. At all relevant times, PRAGER was over the age of 65 and thus, considered an “elder” as defined in Welfare and Institutions Code section 15610.27.

77. It is well known and has been expressly noted by the California Legislature due to its adoption of Welfare and Institutions Code section 15600, subdivisions (a) through (d), that those under care in an acute hospital setting are particularly subject to various forms of abuse and neglect.

78. That Defendants, Cedars-Sinai, Barlow and Rancho Los Amigos were to provide “care or services” to dependent adults, including PRAGER, and were to be “care custodians” of PRAGER, and in a trust and fiduciary relationship with PRAGER, and therefore had responsibility for meeting the basic needs of PRAGER.

79. Welfare & Institutions Code section 15610.57 defines neglect of an elder as the following:

- (1) Failure to assist in personal hygiene, or in the provision of food, clothing, or shelter;
- (2) **Failure to provide medical care for physical and mental health needs....**
- (3) **Failure to protect from health and safety hazards;**
- (4) Failure to prevent malnutrition or dehydration;
- (5) Substantial inability or failure of an elder or dependent adult to manage their own finances;

1 (6) Failure of an elder or dependent adult to satisfy any of the needs specified in
2 paragraphs (1) to (5), inclusive, for themselves as a result of poor cognitive functioning, mental
3 limitation, substance abuse, or **chronic poor health** (emphasis added).

4 80. Based on the foregoing, Cedars, Rancho, and Barlow “neglected” PRAGER, as
5 that term is defined in Welfare and Institutions Code section 15610.57 in that Cedars, Rancho and
6 Barlow, as well as their employees, failed to exercise the degree of care that reasonable persons in
7 a like position would exercise by denying or withholding goods or services necessary to meet
8 PRAGER’s basic needs, specifically including the failure to assist in turning PRAGER at regular
9 intervals to prevent pressure wounds, the failure to provide timely and competent medical care to
10 treat his pressure wounds, and the failure to protect him according to health and safety standards.

11 81. As a direct and proximate result of Cedars-Sinai, Barlow and Rancho’s
12 wrongdoing, PRAGER suffered physical harm, pain and mental suffering, serious setbacks in his
13 rehabilitation, prolonged and potentially permanent inability to be taken off a ventilator for
14 extended periods of time, and inability to properly heal.

15 82. On information and belief, Cedars-Sinai, Barlow and Rancho had advance
16 knowledge of the unfitness of their employees and employed them with a conscious disregard for
17 the rights and safety of others. Specifically, Cedars-Sinai, Barlow and Rancho “authorized or
18 ratified the wrongful conduct” and their conduct was “on the part of an officer, director, or
19 managing agent of each within the meaning of California Civil Code section 3294(b).

20 83. California Welfare & Institutions Code section 15610.07 states in relevant part:
21 “Abuse of an elder or a dependent adult means any of the following: (1) Physical abuse, neglect,
-- abandonment, isolation, abduction, or other treatment with resulting physical harm or mental
suffering; (2) The deprivation by a care custodian of goods or services that are necessary to avoid
physical harm or mental suffering.

1 84. California Welfare & Institutions Code section 15610.17 provides that a “Care
2 Custodian” means an administrator or an employee of any of the following public or private
3 facilities or agencies, or persons providing care services for elders or dependent adults, including
4 members of the support staff and maintenance staff. (a) Twenty-four-hour health facilities, as
5 defined in section 1250 of the Health & Safety Code, to include general acute care hospitals.

6 85. At all times mentioned herein, Cedars-Sinai, Barlow and Rancho had a substantial
7 caretaking and custodial relationship with PRAGER, involving ongoing responsibility for one or
8 more basic needs. At all times herein mentioned, Cedars-Sinai, Barlow and Rancho, and each of
9 them, assumed a significant measure of responsibility for attending to one or more of PRAGER’s
10 basic needs that an able-bodied and fully competent adult would ordinarily be capable of
11 managing without assistance.

12 86. The California Supreme Court in *Winn v. Pioneer Medical Group, Inc.* (2016) 63
13 Cal. 4th 148, 158, explained that a custodial relationship “is a relationship where a certain party has
14 assumed a significant measure of responsibility for attending to one or more of an elder’s basic
15 needs than an able-bodied and fully competent adult would ordinarily be capable of managing
16 without assistance.” For example, one would normally not expect an able-bodied and fully
17 competent adult to require turning at frequent intervals to prevent bed sores from forming, as was
18 the case in the instant action.

19 87. At all times mentioned during the periods of their care of PRAGER, he was wholly
20 dependent upon Cedars-Sinai, Rancho and Barlow (hereinafter “Management Defendants”) for
21 medical care, and because he lacked feeling throughout his body, he was dependent upon them to
prevent, recognize and promptly treat wounds associated with PRAGER’s inability to move
himself, and inability to feel pain.

1 88. At all times mentioned during the periods of their care of PRAGER, Cedars-Sinai,
2 Barlow and Rancho undertook to provide such caretaking and custodial services and had custody
3 of PRAGER.

4 89. At all times mentioned during the periods of admission of PRAGER, Rancho,
5 Barlow and Cedars-Sinai undertook to provide care, custody and control of PRAGER, consistent
6 with the needs of a disabled and dependent individual such as providing for the assistance of
7 hygiene, mobility, feeding, hydration, medication, treatments, nursing care, and medical care to
8 address PRAGER’s needs for required care, monitoring, and treatment.

9 90. The Management Defendants were aware, at all times, of PRAGER’s sensitive
10 condition as it pertained to his high susceptibility to skin breakdowns, ambulation, sanitation,
11 transport, and bathing, and in violation of the Code of Federal Regulations (“CFR”) sections 42
12 CFR section 483.25, which requires ensuring that “a resident receives adequate supervision and
13 assistive devices to prevent accidents,” the Management Defendants disregarded these
14 requirements, which directly caused PRAGER to develop Stage IV pressure sores due to their lack
15 of frequent repositioning, failure to follow physician orders, lack of a Hoyer Lift given
16 PRAGER’s large size, and decision to keep this information surreptitiously concealed from
17 PRAGER’s wife, Susan Prager.

18 91. Management Defendants were aware that PRAGER could not care for himself as a
19 quadriplegic and was highly likely to suffer pressure sores and further deterioration without
20 requisite basic care.

21 92. Based on PRAGER’s medical records, history and assessments, the Management
Defendants’ staff knew that his health and safety would be put at great risk, especially because he
is an immobile, elderly person, if he was not provided with necessary medical care and basic
custodial services. Management Defendants also knew that due to PRAGER’s physical condition,

1 he was unable to provide for his own basic needs and was dependent upon them for meeting his
2 basic needs such as medical care and health services. Management Defendants further knew and
3 understood that PRAGER required assistance with mobility, turning, and maneuvering in order to
4 avoid bed sores. They were also acutely aware of the highly likely consequences of failing to
5 provide the required assistance including, but not limited to, serious injury.

6 93. During the aforesaid period, during which the Management Defendants, and each
7 of them, had care for or custody of PRAGER, the Management Defendants neglected PRAGER
8 by failing to meet his physical health needs and failing to protect him from health and safety
9 hazards, which ultimately culminated in the development, exacerbation and continuation of
10 serious and worsening injuries as described above.

11 94. The Management Defendants also failed to accurately document PRAGER's status,
12 instead copying and pasting the same status updates across multiple disciplines almost as a matter
13 of course. They further failed to recognize and assess and appreciate that PRAGER was at risk for
14 the development of skin breakdown and pressure ulcers secondary to his medical condition if he
15 was not turned or repositioned regularly; failed to protect PRAGER from harm, failed to follow
16 physician's orders, and failed to notify PRAGER's wife of his pressure wounds in a timely
17 manner, as described in detail herein. Moreover, upon discovery of the black patches of skin on
18 PRAGER's body, the Defendants, and each of them, acted as if this type of injury was normal, no
19 "big deal" and a "matter of course" instead of due to any negligence on their part.

20 95. The Management Defendant knew that PRAGER's pressure ulcers were getting
21 worse, but they continually failed to enact a patient care plan for pressure sore interventions and to
22 reassess PRAGER's condition and implement a new care plan when old ones were not working, as
23 his progressively deteriorating condition clearly demonstrated. Further, although the Management
24 Defendants knew that PRAGER could not reposition himself, and therefore was totally dependent

1 on the Management Defendants to care for him, the Management Defendants had a pattern of
2 willfully failing to provide PRAGER with the assistance he required, causing rapid onset and
3 deterioration of the serious pressure ulcers alleged herein.

4 96. All of these acts and omissions caused PRAGER to suffer extreme and unnecessary
5 physical and emotional pain and suffering, caused, in part, by inadequate training and supervision
6 of nursing staff, and a failure to establish and implement policies and procedures mandated by
7 law.

8 **SECOND CAUSE OF ACTION**
9 **Medical Malpractice**
10 **(AGAINST ALL DEFENDANTS)**

11 97. Plaintiff realleges and incorporates Paragraphs 1-96, above, as though fully set
12 forth herein.

13 98. At all times mentioned herein, PRAGER was completely dependent upon the
14 Management Defendants, and each of them, for his care, and the Management Defendants had a
15 duty to provide basic Nursing Care to PRAGER according to standards of care for general acute
16 care hospitals in California, including those for protecting the safety of PRAGER at all times.

17 99. At all times mentioned herein, Management Defendants, and each of them knew
18 that PRAGER needed appropriate and basic health care services, and each Defendant knew, and
19 certainly should have known, that PRAGER was at risk of suffering injury if these basic services
20 were not provided.

21 100. At all times mentioned herein, Management Defendants failed to provide the
requisite standard of care and services, failed to adhere to their duties of care, and neglected to
ensure PRAGER's safety. As a result, he suffered Stage IV pressure ulcers that have materially
contributed to severe deterioration in health and bodily injury, with all of the downstream
consequence entailed.—PRAGER was at all times material hereto at high risk of developing

1 pressure wounds without necessary care. PRAGER's injuries were all preventable had necessary
2 care been provided.

3 101. DOES 1-100 failed to provide PRAGER with the required standard of care and
4 services, failed to adhere to their duties of care, and neglected to ensure his safety. As a result, he
5 suffered severed deterioration of health and bodily injury, as indicated herein.

6 102. The conduct of the Management Defendants was negligent and below the Standard
7 of care and caused injuries to PRAGER and caused him to suffer general and special damages to
8 be proven at trial.

9 103. Management Defendants' conduct was in violation of those statutes and
10 regulations, as set forth herein, and was the direct, actual and proximate cause of PRAGER's
11 injuries. Such condition is therefore Negligent Per Se.

12 104. As a direct and proximate legal result of each of the Management Defendant's acts,
13 omissions, or conduct, PRAGER sustained and incurred losses, injuries, and damages including
14 medical expenses in an amount to be proven at trial in excess of the minimum jurisdictional limits
15 of this Court.

16 **THIRD CAUSE OF ACTION**

17 **Negligence**

18 **Against Cedars-Sinai, Barlow, Rancho Los Amigos, and DOES 1-100**

19 105. Plaintiffs refer to and incorporate all previous paragraphs as if fully set forth herein.

20 106. The Management Defendants, and each of them, have a duty to act as reasonable
21 and prudent hospital employees, and are required not to cause injury or harm to their patients,
including PRAGER. In addition, Does 1-100 had a duty to ensure that preventable pressure sores
were prevented, that proper treatment was provided to treat those pressure sores upon discovery,
and that proper custodial care was provided by appropriately staffing each of the Management
Defendants.

1 (4) Other civil fines which have been imposed as a result of the violation under Section
2 1395 of Title 42 of the United States Code.

3 112. Section (d) of Health and Safety Code section 1317.6 states that “any person who
4 suffers personal harm and any medical facility which suffers a financial loss as a result of a
5 violation of this article or the regulations adopted hereunder may recover, in a civil action against
6 the transferring or receiving hospital, damages, reasonable attorney's fees, and other appropriate
relief....”

7 113. The primary regulations implemented under Health & Safety Code section 1317.6
8 are in California Code of Regulations (CCR), Title 22, Division 5, Chapter 1, Article 6 (sections
9 70411–70707), which detail standards for basic, comprehensive, and standby emergency medical
services in hospitals.

10 114. At all relevant times, the Management Defendants failed to treat PRAGER with
11 respect, consideration, and full recognition of dignity in care of his personal needs as required by
12 the Patient’s Bill of Rights, established under Title 22 of the California Code of Regulations
 (“CCR”) section 70707.

13 115. Title 22 CCR section 70707 mandates that a patient shall be treated with
14 considerate and respectful care, and shall receive information about the illness, the course of
15 treatment and prospects for recovery in terms that the patient can understand, and shall participate
16 actively in decisions regarding medical care. This section also requires that all patients’ rights
apply to the person who may have legal responsibility to make decisions regarding medical care
on behalf of the patient.”

17 116. One of the purposes of the Patients’ Bill of Rights codified under 22 CCR section
18 70707 is to protect against the type of injuries that PRAGER suffered while admitted at each of
19 the Management Defendants Hospitals.

20 117. As set forth above, during the time that PRAGER was admitted to each of the
21 Management Defendants’ Hospitals, he was not provided with information concerning the
severity, depth, and potential risks of the bed sores he had suffered, nor was he advised of

1 treatment options for dealing with them until long after they began contributing to PRAGER's
2 serious decline in progress and rehabilitation.

3 118. Further, PRAGER's wife, Susan Prager, who was authorized to make medical
4 decisions on his behalf at all relevant times herein, and stayed by his side for the majority of his
5 admissions at each of the Management Defendants' Hospitals, was not timely informed of
6 PRAGER's pressure wounds, or of any treatment plan for them. She did not receive information
7 about any planned course of treatment and/or prospects for recovery in any terms at all, in a timely
8 manner.

9 119. Instead, Susan Prager, on information and belief, was intentionally excluded from
10 any discussion pertaining to PRAGER's pressure wounds, their treatment, and prognosis until
11 long after they had developed into Stage IV pressure wounds that never should have been
12 permitted to form in the first place.

13 **FIFTH CAUSE OF ACTION**
14 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
15 **(Against Defendants Cedars-Sinai and Rancho Los Amigos, and DOES 1-10)**

16 120. Plaintiffs refer to and incorporate all previous paragraphs as if fully set forth herein.

17 121. Defendant Cedars-Sinai is, and at all relevant times was, a hospital and healthcare
18 facility doing business in the County of Los Angeles, State of California, and is responsible for the
19 acts and omissions of its officers, employees, agents, and representatives acting within the course
20 and scope of their employment and/or agency.

21 122. Defendant Rancho Los Amigos is, and at all relevant times was, a hospital and
22 healthcare facility doing business in the County of Los Angeles, State of California, and is
23 responsible for the acts and omissions of its officers, employees, agents, and representatives acting
24 within the course and scope of their employment and/or agency.

25 123. **PRAGER was known, or reasonably should have been known, to Defendants**
26 **Cedars-Sinai and Rancho Los Amigos to be elderly, physically fragile, and particularly**
27 **vulnerable to both physical injury, and in particular, pressure wounds, and severe emotional**
28 **distress arising from neglect, abuse, and degradation in the hospital setting.**

1 124. Despite this knowledge, Defendants, through their officers, nurses, physicians,
2 technicians, and other staff, engaged in extreme and outrageous conduct, including but not limited
3 to:

4 (a) Deliberately failing to reposition/turn PRAGER, a quadriplegic, over extended
5 periods of time, knowing Plaintiff was unable to care for himself and knowing that these failures
6 would almost certainly lead to severe pressure wounds.

7 (b) Failing to reposition PRAGER despite clear orders, policies, and industry standards
8 requiring such care.

9 (c) Intentionally disregarding physician orders and/or care plans for PRAGER's
10 monitoring, repositioning, and safety, despite being aware that such disregard placed Plaintiff at
11 substantial risk of serious harm and suffering.

12 (d) Intentionally keeping PRAGER's pressure wounds concealed from Susan Prager,
13 and upon her discovery of the same, claiming that they were normal, and "no big deal."

14 125. Defendants' conduct, as described above, was so extreme and outrageous as to
15 exceed all bounds of that usually tolerated in a civilized community, especially in the context of
16 the care of an elderly, dependent, and vulnerable hospital patient.

17 126. Defendants' extreme and outrageous conduct was undertaken intentionally and
18 with the purpose of causing PRAGER severe emotional distress, or with reckless disregard of the
19 probability that PRAGER would suffer severe emotional distress as a result of such conduct.

20 127. Defendants knew or, in conscious disregard of PRAGER's rights and safety, should
21 have known, that their acts and omissions were substantially certain to cause PRAGER to
22 experience severe emotional distress, including intense fear, helplessness, humiliation,
23 degradation, anxiety, and despair.

1 128. As a direct and proximate result of Defendants' extreme and outrageous conduct,
2 PRAGER suffered severe emotional distress, including but not limited to anxiety, depression,
3 sleeplessness, extreme embarrassment, feelings of worthlessness, loss of dignity, and ongoing
4 psychological trauma, as well as associated physical symptoms such as elevated blood pressure,
5 weight loss, and exacerbation of preexisting medical conditions.

6 129. PRAGER is informed and believes, and thereon alleges, that Defendants' conduct
7 was carried out with malice, oppression, and/or fraud within the meaning of Civil Code section
8 3294, in that Defendants' acts were despicable, were carried out with a willful and conscious
9 disregard of PRAGER's rights and safety, and were ratified by Defendants' managing agents,
10 officers, and/or directors, who were aware of the misconduct and failed to take appropriate
11 corrective or disciplinary action.

12 130. As a direct and proximate result of Defendants' conduct as alleged herein,
13 PRAGER has suffered general damages, including severe emotional distress, pain and suffering,
14 and loss of enjoyment of life, in an amount according to proof at trial.

15 131. As a further direct and proximate result of Defendants' conduct, PRAGER has
16 incurred and will continue to incur medical and psychological expenses for treatment of the
17 emotional and physical injuries caused by Defendants' actions and omissions, in an amount
18 according to proof at trial.

19 132. Because Defendants acted with malice, oppression, and/or fraud, PRAGER is
20 entitled to an award of punitive and exemplary damages in an amount sufficient to punish
21 Defendants and to deter such conduct in the future, in an amount according to proof at trial.

22 133. PRAGER also seeks recovery of costs of suit, prejudgment interest as allowed by
23 law, and such other and further relief as the Court deems just and proper.

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SIXTH CAUSE OF ACTION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(Against all Defendants)

134. Plaintiffs refer to and incorporate all previous paragraphs as if fully set forth herein.

135. At all relevant times, the Management Defendants, and DOES 1 through 100, and each of them, owed PRAGER a duty of care to provide competent medical treatment, including but not limited to proper monitoring, repositioning, and skin care to prevent pressure wounds (also known as decubitus ulcers or bedsores).

136. Defendants breached this duty through negligent acts and omissions, including failure to assess Plaintiff's risk for pressure wounds, failure to implement preventive measures such as frequent turning and repositioning, and failure to timely treat developing wounds, resulting in severe Stage IV pressure wounds that caused Plaintiff extreme pain, suffering, disfigurement, humiliation, and prolonged recovery.

137. As a direct and proximate result of Defendants' negligence, PRAGER suffered serious emotional distress, including but not limited to severe anxiety, fear of further injury or death, humiliation from visible wounds, depression, loss of sleep, and emotional trauma from witnessing the deterioration of his own body and the callous disregard by hospital staff—distress beyond that expected of a reasonable person in similar circumstances.

138. In addition, PRAGER was forced to abstain from his chosen career as a beloved, syndicated talk show host with millions of fans and social media followers because the pressure wounds caused regression in his rehabilitation process, forcing him to remain intubated, and on a ventilator, unable to speak or perform on his radio show for any substantial period of time, as he once had.

139. PRAGER's inability to speak to the world and provide his unique perspective to the world population during times of great political divide has further caused extreme stress, anxiety and overwhelming sadness.

140. Plaintiffs is informed and believes, and thereon alleges, that Defendants' negligence was a substantial factor in causing Plaintiff's serious emotional distress, entitling PRAGER to

1 general damages, special damages, punitive damages where applicable, interest, costs of suit, and
2 further relief as the Court deems just.

3 **SEVENTH CAUSE OF ACTION**
4 **FOR LOSS OF CONSORTIUM**
5 **Brought by Susan Prager against All Defendants**

6 141. Plaintiffs refer to and incorporate all previous paragraphs as if fully set forth herein.

7 142. Plaintiff PRAGER is lawfully married to Plaintiff Susan Prager, and their marriage
8 has existed continuously from December 31, 2008 to the present.

9 143. At all relevant times, the Management Defendants and DOES 1 through 100, and
10 each of them, owed PRAGER a duty of care to provide competent medical treatment, including
11 proper monitoring, repositioning, and skin care to prevent bedsores.

12 144. Defendants breached this duty through negligent acts and omissions, including
13 failure to assess risk, implement preventive measures, and timely treat wounds, causing PRAGER
14 to develop serious bedsores that substantially delayed his medical progress, recovery, and return to
15 normal life.

16 145. As a direct and proximate result of Defendants' negligence, PRAGER has suffered
17 severe physical injuries, pain, disability, and incapacity, leading to a loss of consortium for Susan
18 Prager, including deprivation of her husband's society, comfort, protection, services, support,
19 affection, companionship, , and ability to engage in shared marital activities.

20 146. Accordingly, Plaintiffs are entitled to general damages, special damages, interest,
21 costs of suit, and further relief as the Court deems just.

22 **PRAYER FOR RELIEF**

Wherefore, Plaintiff prays for Judgment as follows:

1. For special damages according to proof at time of trial;
2. For general damages in a sum according to proof at trial;

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- 3. For Punitive damages against the Management Defendants in a sum according to proof at trial; and
- 4. For attorney fees and costs as allowed by contract or statute or both.
- 5. For such other and further relief as the Court may deem proper.

Law Offices of Heather Gibson, P.C.



Dated: March 13, 2026

By: _____
Heather E. Gibson, Esq.
Attorney for Plaintiffs
DENNIS PRAGER. ET AL.