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

Attorneys for Defendant, CEDARS SINAI
MEDICAL CENTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DENNIS PRAGER, an individual, and SUSAN
PRAGER, an individual,

Plaintiffs,

vs.

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

Defendants.

Case No. 26SMCV01561

Judge: Hon. Edward B. Moreton, Jr.
Dept.: 205

**ANSWER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

Action Filed: March 13, 2026
Trial Date: Not Set

COMES NOW defendant, CEDARS SINAI MEDICAL CENTER and in answer to
plaintiff's First Amended Complaint on file herein, admits, denies and alleges as follow:

1. Under the provisions of *Code of Civil Procedure* §431.30(d), defendant denies,
generally and specifically, each and every allegation of the plaintiffs' First Amended Complaint;
defendant further denies that plaintiffs have sustained damages resulting from any wrongful act or
omission of this defendant or any of its agents or employees.

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FIRST AFFIRMATIVE DEFENSE

2. Plaintiff at all relevant times knew or should have known that he was submitting to medical treatment which because of his existing condition, rendered him susceptible to potential complication or injury, and that, by submitting to such medical treatment, plaintiff freely and expressly assumed all risks involved, and therefore plaintiff is barred from any recovery from this defendant.

SECOND AFFIRMATIVE DEFENSE

3. All events relevant to the allegations of the First Amended Complaint were proximately caused and contributed to by the legal fault of plaintiffs, and if there is any recovery, such amount must be reduced in proportion to the extent that their own legal fault caused or contributed to their claimed injuries.

THIRD AFFIRMATIVE DEFENSE

4. All events relevant to the allegations of the Complaint were proximately caused and contributed to by the legal fault of persons or entities other than this defendant or any of its agents or employees, and if there is a verdict in favor of plaintiffs, there should be apportionment of damages according to defendant's *pro rata* fault, and to this extent, defendant is entitled to partial indemnity from others on a comparative fault basis.

FOURTH AFFIRMATIVE DEFENSE

5. If defendant is found liable, defendant may elect to introduce evidence of any amounts paid or payable as a benefit to plaintiffs, under *Civil Code* §3333.1.

FIFTH AFFIRMATIVE DEFENSE

6. If defendant is found liable, the damage for non-economic losses shall not exceed the amount specified in *Civil Code* §3333.2.

SIXTH AFFIRMATIVE DEFENSE

7. If defendant is found liable, defendant may elect to have future damages paid in whole or in part as specified in *Code of Civil Procedure* §667.7.

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SEVENTH AFFIRMATIVE DEFENSE

8. The First Amended Complaint is barred by all applicable statutes of limitation, including but not limited to *Code of Civil Procedure* §§335.1, 340(3) and 340.5.

EIGHTH AFFIRMATIVE DEFENSE

9. Defendant is immune from liability pursuant to *Civil Code* §1714.

NINTH AFFIRMATIVE DEFENSE

10. The First Amended Complaint fails to state facts sufficient to constitute any cause of action against this named defendant.

TENTH AFFIRMATIVE DEFENSE

11. If plaintiffs obtain any recovery, plaintiffs' counsel's fees should be in accord with *Business and Professions Code* §6146.

ELEVENTH AFFIRMATIVE DEFENSE

12. Defendant is immune from liability under the provisions of *Health & Safety Code* §1317.

TWELFTH AFFIRMATIVE DEFENSE

13. If plaintiffs suffered any injury or damages by reason of any act or omission on the part of this defendant and/or its agents and/or employees, defendant is immune from liability for such injury or damages under the applicable Good Samaritan statutes, including, but not limited to, *Business and Professions Code* §§2395, 2395.5 and 2396; and *Health and Safety Code* §1799.102.

THIRTEENTH AFFIRMATIVE DEFENSE

14. The First Amended Complaint fails to allege any causes of action in that there is an improper failure of joinder of parties. Defendant is informed and believes that other necessary and indispensable parties to this action exist and are not joined.

FOURTEENTH AFFIRMATIVE DEFENSE

15. The damages sought by plaintiffs are speculative; and plaintiffs through the exercise of reasonable effort could have mitigated their damages, but plaintiffs did not exercise a reasonable effort to mitigate damages.

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FIFTEENTH AFFIRMATIVE DEFENSE

16. The First Amended Complaint fails to state any causes of action in that, as to each of the acts alleged in the First Amended Complaint which were allegedly committed by defendant or its agents or employees, plaintiffs expressly and voluntarily assumed the risk of loss of the alleged injuries and damages claimed in the First Amended Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

17. The First Amended Complaint fails to state facts sufficient to support the claims made and the prayer for damages against this defendant for enhanced remedies, particularly against an employer, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (*Welfare and Institutions Code* §15600, *et. seq.*) including but not limited to claims for attorneys' fees and costs and any damages for the pain and suffering of plaintiff, DENNIS PRAGER.

SEVENTEENTH AFFIRMATIVE DEFENSE

18. No action or conduct of defendant, as alleged in plaintiffs' First Amended Complaint rises to the level of recklessness required to support a claim for elder abuse, particularly against an employer, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (*Welfare and Institutions Code* §15600, *et. seq.*)

EIGHTEENTH AFFIRMATIVE DEFENSE

19. Nothing this defendant did or failed to do constituted abuse or neglect of an elder and/or dependent adult as defined by *Welfare and Institutions Code* §15600, *et. seq.*

NINETEENTH AFFIRMATIVE DEFENSE

20. Defendant neither knew of, authorized, or ratified any oppressive, malicious, fraudulent, or reckless conduct toward plaintiffs by any of its agents or employees.

TWENTIETH AFFIRMATIVE DEFENSE

21. None of this defendant's agents and/or employees acted recklessly, or with malice, fraud, or oppression toward plaintiff, DENNIS PRAGER.

TWENTY-FIRST AFFIRMATIVE DEFENSE

22. The First Amended Complaint is subject to *Civil Code* §1431.2, also known as Proposition 51.

23. This answering defendant is informed and believes, and based upon such information and belief allege, that other fictitiously-named defendants, were neither the agents nor the employees of this answering defendant, but were, as a matter of law, acting, if at all, in their capacities as independent contractors; by reason thereof, plaintiff is barred from any recovery against this answering defendant based upon the liability of such independent contractors, if any.

1. That plaintiffs take nothing by virtue of their First Amended Complaint on file herein;

3. For such other and further relief as the court deems just and proper.

FRASER WATSON & CROUTCH, LLP

By: Matthew A. Yarvis
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MATTHEW A YARVIS
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MEDICAL CENTER

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STATE OF CALIFORNIA, COUNTY OF ORANGE

On July 9, 2026, I served true copies of the following document(s) described as **ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT** on the interested parties in this action as follows:

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address emoreno@fwcllp.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on July 9, 2026, at Costa Mesa, California.

Eva Moreno

SERVICE LIST
Prager v. Cedars-Sinai Medical Center, et al
Case No. 26SMCV01561

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