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DENNIS PRAGER and SUSAN PRAGER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – BEVERLY HILLS COURTHOUSE

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

Plaintiffs,

v.

CEDARS SINAI MEDICAL CENTER, (a California private non-profit corporation), and Does 1 through 100, inclusive,

Defendants.

Case No. 26SMCV01561
Department 205
Honorable Edward B. Moreton, Jr.

PLAINTIFFS' FIRST AMENDED COMPLAINT FOR:

(1) ELDER ABUSE BY NEGLECT;
(2) PROFESSIONAL NEGLIGENCE;
(3) LOSS OF CONSORTIUM

Action filed: March 13, 2026
Trial date: Not set

Plaintiffs DENNIS PRAGER and SUSAN PRAGER allege as follows:

INTRODUCTION

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

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

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

4. Up until November 12, 2024, PRAGER led a successful and active life. On that day, in an unfortunate accident, he stepped out of the shower, slipped and fell backward, struck the back of his head, and sustained a traumatic cervical spinal cord injury at the C3–C4 level. After initial stabilization and surgery, he was admitted to Cedars-Sinai Medical Center on November 13, 2024 for further transdisciplinary medical care and treatment.

5. Upon his admission to Cedars-Sinai, PRAGER still had some sensation and the ability to move his toes, even with the severe underlying injury, but was otherwise unable to move his limbs or breathe on his own, necessitating the use of a ventilator. He was wholly dependent on Cedars-Sinai for every basic human need.

6. What followed during PRAGER's admission to Cedars-Sinai was an avoidable series of preventable failures of care that worsened PRAGER's condition, eliminated critical recovery and rehabilitative opportunities, causing permanent and extraordinarily costly complications.

7. Two failures of care at Cedars-Sinai caused PRAGER's diminished outcome, both discussed in detail below. The first was the improper placement and management of his tracheostomy tube. The second was the failure to deliver critical care techniques used to prevent pressure injuries (bedsores) that included turning,

repositioning and off-loading as ordered by PRAGER's physicians and that PRAGER's total dependence required — a failure of fundamental custodial care that caused hospital-acquired pressure injury to develop over the surface of his body that he could neither feel nor relieve. Cedars-Sinai also failed to communicate to PRAGER and his wife the existence and significance of the resulting pressure injury and the available and required treatment options to improve blood flow, reduce shear and promote healing.

8. Because of these errors, PRAGER has been unable to return to the Dennis Prager Show. He has been unable to return to work regularly, has been unable to remain off the ventilator long enough to have even one three-hour conversation, and his ability to communicate and work has been grossly hindered.

9. By this lawsuit, PRAGER seeks compensation for the pressure injury and resulting infection, and tracheal injuries Cedars-Sinai caused by failing to meet the applicable standards of care that caused PRAGER pain and suffering, permanent disability beyond that which was caused by his spinal injury and resulting economic loss.

PARTIES

10. PRAGER was born August 2, 1948, and was 76 years old when admitted to Cedars-Sinai. At all relevant times he was a person residing in Los Angeles County and an "elder," as defined by Welfare and Institutions Code section 15610.27. As a quadriplegic, he was wholly dependent on Cedars-Sinai for his basic needs and was unable to feel or relieve pressure on his skin or to alert staff to a developing wound.

11. SUSAN PRAGER ("Susan") was a resident of Los Angeles County and married to PRAGER. Since PRAGER's injuries in November 2024, Susan has traveled across the country with PRAGER seeking the best care possible, acting under the power of attorney for all of his financial and health-related affairs, and holding authority to make health-care decisions on his behalf.

12. Defendant CEDARS-SINAI MEDICAL CENTER ("Cedars-Sinai" or "CSMC") is a non-profit public benefit corporation operating under the Cedars-Sinai Health System, located at 8700 Beverly Blvd., Los Angeles, California 90048, within Los Angeles County. Cedars-Sinai is a general acute care hospital, licensed and regulated by the California Department of Public Health (CDPH) Licensing and Certification Program

and the federal Centers for Medicare & Medicaid Services (CMS). Cedars-Sinai must also adhere to facility safety standards set by the Department of Health Care Access and Information (HCAI) and clinical workforce rules from boards including the Medical Board of California and the California Board of Registered Nursing.

13. Cedars-Sinai is in the business of operating a 24-hour general acute care hospital providing round-the-clock inpatient medical, nursing and custodial care to patients who, like PRAGER, are wholly dependent on the facility for basic needs. DOES 1–10 are the owners, parents, subsidiaries, and entities holding any ownership interest in, or exercising control over the management, budgeting, or staffing of Cedars-Sinai, including its officers, directors, and managing agents responsible for staffing levels and patient-care policies.

14. Plaintiffs are informed and believe, and thereon allege, that DOES 11–15 are physicians and surgeons licensed under California law who provided medical care and treatment to PRAGER during his Cedars-Sinai admission and whose professional negligent acts and omissions caused or contributed to the injuries and damages alleged herein. DOES 11–15 are not, and at no relevant time were, employees or agents of Cedars-Sinai; each was at all relevant times an independent "health care provider" within the meaning of Civil Code section 3333.2(j)(1). DOES 11–15 are named in the Second Cause of Action only.

15. Plaintiffs are informed and believe, and thereon allege, that DOES 16–50 were licensed and unlicensed individuals or entities who were employees or agents of Cedars-Sinai, rendering medical care, treatment and services to PRAGER within the course and scope of their agency or employment, and whose negligent conduct and/or omissions caused the injuries and damages alleged herein.

16. Cedars-Sinai and DOE Defendants 51–100 at all relevant times were in the business of operating, owning, managing, and controlling a general acute care hospital, and are vicariously liable for the acts and omissions of their agents and employees committed within the course and scope of their agency or employment.

17. Cedars-Sinai is subject to the requirements of federal and state law governing the operation of general acute care hospitals, including without limitation the

Medicare Conditions of Participation at 42 C.F.R. § 482.23(b) and (c) (nursing services) and 42 C.F.R. § 482.13 (patient's rights) and Title 22 of the California Code of Regulations, including sections 70707 (patients' rights) and 70217 (nursing service staffing ratios). This is not an exhaustive list of the rules and regulations applicable to the operation of Cedars-Sinai as a general acute care hospital, which will be established according to proof at trial.

18. Plaintiffs are ignorant of the true names and capacities and facts giving rise to liability of the Defendants sued herein as DOES 1–100 at this time and at the time the original Complaint was filed, and therefore sue those Defendants by fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will seek leave of Court to amend to allege their true names and capacities when ascertained, and any such amendment will relate back to the filing of the original Complaint.

JURISDICTION, VENUE, AND TIMELINESS

19. Plaintiffs are residents of the County of Los Angeles, California. Cedars-Sinai is a hospital facility located within Los Angeles County, California. All of the acts and omissions complained of took place in the County of Los Angeles, State of California.

20. The applicable statute of limitations for an action against a health care provider based upon professional negligence is set forth in Code of Civil Procedure section 340.5: three years after the date of injury or one year after the plaintiff discovers, or through the use of reasonable diligence should have discovered, the injury, whichever occurs first. Plaintiffs first learned of PRAGER's pressure injury in or about early 2025, and did not discover, and could not reasonably have discovered, that the injury was attributable to negligent care rather than to PRAGER's underlying spinal cord injury until on or about September 15, 2025, when, after consultation with qualified medical experts, Plaintiffs first learned that PRAGER's injuries could have been caused by failures of care that could have been, and were not, taken to prevent the harm. This action, commenced March 13, 2026, was therefore filed within one year of discovery and within three years of injury.

21. Pursuant to Code of Civil Procedure section 364, and as a prerequisite to

commencing this action, Plaintiffs served written notice of intent to commence this action upon Cedars-Sinai on or about December 23, 2025. As alleged in paragraph 20, this action was filed within one year of discovery and is timely without regard to any extension of the limitations period. In the alternative, to the extent it is determined that PRAGER's cause of action accrued before September 15, 2025, such that the section 364 notice of intent was served within 90 days of the expiration of the applicable one-year limitations period, the time for commencement of this action was extended 90 days pursuant to section 364(d) (*Woods v. Young* (1991) 53 Cal.3d 315), and this action, commenced March 13, 2026, remains timely.

22. Plaintiff Susan Prager's cause of action for loss of consortium is likewise timely. Her claim did not accrue until she discovered, or through the use of reasonable diligence should have discovered, that PRAGER's injuries were caused by negligent care, on or about September 15, 2025. This action was commenced within one year of that date, within three years of PRAGER's injury, and within two years of PRAGER's injury, and is therefore timely under the limitations period applicable to her claim.

GENERAL ALLEGATIONS

A. Pressure Injuries and the Mandatory Measures That Prevent Them

23. While a patient of Cedars-Sinai, PRAGER developed a hospital-acquired pressure injury caused by the failure to deliver critical care techniques used to prevent pressure injuries (bedsores) that included turning, repositioning and off-loading as ordered by PRAGER's physicians. Due to the failure to deliver available and required corrective care treatment options to improve blood flow, reduce shear and promote healing, the pressure injury progressed after PRAGER's transfer into a Stage IV pressure wound, also known as a "pressure ulcer" or "bed sore."

24. A pressure wound is a severe injury to the skin. Pressure wounds develop on bony parts of the body such as the tailbone, hip, the ischium (the bony prominence of the buttock), the ankle, or the heel due to constant, unrelieved pressure and develop when immobile patients remain in one position too long. They are prevented by keeping the skin clean and dry, repositioning the patient at regular intervals of no more than approximately two hours, and using pillows, pressure-redistribution mattresses, and other

off-loading devices.

25. Pressure injuries are staged by depth. Stage I presents as persistent skin redness; Stage II, partial-thickness skin loss; Stage III, full-thickness skin loss exposing subcutaneous tissue; Stage IV, full-thickness loss exposing muscle, tendon, or bone. A deep tissue injury ("DTI") presents as intact or blistered skin with localized purple or maroon discoloration overlying deep pressure damage, and may evolve to reveal a full-thickness wound.

26. Stage III and Stage IV pressure wounds are designated "never events" by the United States Centers for Medicare and Medicaid Services — serious and preventable errors in care. Stage IV wounds are among the most severe wound types in all of medicine, with a high risk of systemic infection, sepsis, and death.

27. Under 42 C.F.R. § 482.23(b) and (c), hospitals participating in Medicare must ensure that nursing care is planned, supervised, implemented, and documented to meet each patient's needs. Nationally accepted standards identify regular repositioning, the use of appropriate lifting and support equipment, and pressure off-loading as mandatory measures for immobile patients — not discretionary clinical preferences.

B. Cedars-Sinai: Known Extreme Risk, Physician Orders, and a Failure of Execution

28. PRAGER was admitted to Cedars-Sinai on November 13, 2024 and remained an inpatient for approximately seven weeks, until his discharge on or about January 2, 2025. Throughout that admission he was quadriplegic, ventilator-dependent, and entirely unable to move or reposition himself.

29. PRAGER is approximately six feet four inches tall and weighed approximately 270 to 286 pounds upon admission. Unable to move his limbs, he was entirely dependent upon Cedars-Sinai staff for repositioning and lacked the sensation with which to feel a developing wound or alert staff to it.

30. Cedars-Sinai knew and documented the extreme risk of pressure injury from the outset. The Cedars-Sinai records reflect serial Braden Scale scores in the high-risk range (documented scores of 10 to 12), the institution of pressure-injury-prevention and moisture-management protocols, an order for and use of a low-air-loss, alternating-

pressure mattress, and head-of-bed and other precautions — all establishing that Cedars-Sinai recognized PRAGER's extreme susceptibility to skin breakdown and the measures necessary to prevent it.

31. PRAGER's pressure injury was not the unavoidable consequence of clinical instability. Although PRAGER required hemodynamic support during the initial phase of his admission — vasopressor support for neurogenic shock during approximately the first weeks of the admission, which had ended weeks before the injury appeared — he stabilized thereafter and, for the substantial balance of his admission, was hemodynamically stable and able to tolerate repositioning. No physician documented any contraindication to turning; to the contrary, his physicians affirmatively ordered it, and staff in fact log-rolled him for hygiene without hemodynamic compromise.

32. Cedars-Sinai physicians repeatedly recognized the need for frequent turning and pressure-injury prevention and entered orders requiring scheduled turning, repositioning, and off-loading — including orders to "turn every two hours and monitor pressure-sensitive areas for skin breakdown" and to use heel-protection and off-loading devices.

33. Routine scheduled turning, off-loading, and mechanical-lift assistance were not optional. They were required by the physicians' own orders, by the standard of care, and by federal regulation.

34. Notwithstanding physician orders and standard of care protocol, Cedars-Sinai failed to deliver the scheduled preventive repositioning and off-loading that PRAGER's condition required. Across the approximately seven-week admission, the nursing record reflects only sporadic, isolated entries indicating that turning was performed, and did not reflect the systematic every-two-hour repositioning and off-loading that the physician orders and the standard of care required for an immobile, insensate, total-assist patient. This was not a considered medical judgment to provide different care; it was a failure to deliver a category of fundamental, basic and required custodial care the facility had itself determined PRAGER required.

35. Cedars-Sinai performed serial skin and wound-nurse assessments that confirm both PRAGER's high risk and the development of the pressure injury. A

wound-nurse evaluation on or about December 11, 2024 found no pressure injury to the coccyx or buttocks. On or about December 18 to 20, 2024, Cedars-Sinai documented a hospital-acquired deep tissue pressure injury of the right ischial tuberosity, described as intact skin with a localized area of deep purple discoloration. A formal wound evaluation followed on or about December 23, 2024, and the injury was thereafter dressed and monitored as a deep tissue injury through discharge. That a hospital-acquired deep tissue injury developed over a dependent, weight-bearing surface in an immobile, insensate patient — between a skin assessment showing no injury and its documentation days later — reflects unrelieved pressure during the interval in which the ordered repositioning was not delivered.

36. Although Cedars-Sinai documented a single hospital-acquired deep tissue injury — of the right ischial tuberosity — during PRAGER's admission, the records of the long-term acute care hospital to which PRAGER was transferred on or about January 2, 2025 documented two hospital-acquired deep tissue injuries present on admission, involving the bilateral ischial and sacral regions, confirming that these pressure injuries originated during, and were the product of, PRAGER's Cedars-Sinai admission. Because Cedars-Sinai allowed these hospital-acquired pressure injuries to form and did not deliver the corrective measures necessary to reverse them, they foreseeably deteriorated, after his transfer for continued care, into an open, full-thickness Stage IV pressure ulcer with bony involvement that ultimately required surgical debridement and fecal-diversion (ostomy) surgery.

37. Cedars-Sinai also failed to communicate to PRAGER and to Susan Prager as his authorized decision-maker, the existence, significance, and progression of the hospital-acquired pressure injury and the treatment options available, depriving them of the information necessary to participate in his care.

C. Cedars-Sinai: The Improperly Placed and Managed Tracheostomy

38. In addition to the pressure injury, PRAGER's tracheostomy was improperly placed and managed at Cedars-Sinai. Cedars-Sinai performed a percutaneous tracheostomy on or about November 19, 2024, placing an 8.5 Shiley tube. Within approximately one week, on or about November 27, 2024, the tube had to be exchanged

for an extra-length ("XLT") tracheostomy tube because of recurrent thick secretions, mucous plugging, and right-lower-lobe collapse — the first of a recurring pattern of mucous plugging, tracheal trauma, and pulmonary infection that impaired PRAGER's ventilator weaning.

39. The malposition and its consequences are corroborated by PRAGER's subsequent treating records. PRAGER's treating pulmonologist later documented that his recurrent mucous plugging was caused by a tracheostomy stoma that was not midline, which caused the tube tip to run against the posterior tracheal wall; that multiple extra-length tracheostomy tubes were tried without resolving the problem; and that revision was discussed with otolaryngology. PRAGER was diagnosed with tracheitis, and his airway exhibited friability, granulation tissue, and recurrent endotracheal crusting requiring repeated bronchoscopy.

40. Before his tracheostomy difficulties interrupted his progress, PRAGER demonstrated the ability to breathe off the ventilator for progressively longer periods, tolerating more than twenty-four hours on a trach collar on or about December 21, 2024, using a one-way Passy-Muir speaking valve, and tolerating speaking-valve trials with maintained oxygen saturation.

41. PRAGER's continued ventilator dependence is not explained by the level of his spinal cord injury alone. He demonstrated documented progress toward ventilator independence until the malpositioned tracheostomy, with its recurrent tracheitis and mucous plugging, together with the respiratory destabilization associated with his wound care, interrupted that progress. To a reasonable medical probability, but for the tracheostomy failures, PRAGER's ventilator weaning would have progressed to the level that he would have been able to carry on with his professional occupation.

D. The Consequences

42. The hospital-acquired pressure injury and its foreseeable deterioration required multiple surgical interventions and continuous mechanical off-loading, and rendered PRAGER ineligible for treatment at the overwhelming majority of rehabilitation and post-acute facilities nationwide — transforming what should have been an intensive recovery phase for his spinal injury into extended medical management and

compounding the interruption of PRAGER's neurologic and respiratory recovery.

43. More than a year after the injury formed, the consequences remain catastrophic. In persons with spinal cord injuries at or above the T6 level, autonomic dysreflexia — a dangerous syndrome of sudden blood-pressure spikes — is precipitated by noxious stimuli below the level of injury, including the manipulation and dressing of open wounds. But for the pressure injury Cedars-Sinai caused and failed to correct, PRAGER would not be subjected to prolonged daily wound care and would not have endured the dysreflexic and respiratory crises that the wound care precipitated. In February 2026, following routine wound care and repositioning, PRAGER — then off the ventilator — experienced acute respiratory decompensation requiring re-initiation of full ventilator support for the remainder of that day and into the following evening. These episodes were not isolated.

44. As a direct and proximate result of the Stage IV pressure wound, the improperly managed tracheostomy and his consequent ventilator dependence, PRAGER's discharge options narrowed to essentially a single facility in the country, necessitating a transfer thousands of miles from his home. Susan Prager — also the primary caregiver for her adult autistic son — has been forced into repeated cross-country travel to remain at PRAGER's side while maintaining caregiving responsibilities at home.

45. The costs of PRAGER's care over the past approximately fourteen months is substantial and continues to grow, driven by the staggering expense of wound treatment, ostomy and debridement surgeries, and other care necessitated by the pressure injury that originated at Cedars-Sinai.

46. PRAGER has been unable to return to his daily broadcast and public appearances. Prior to his injuries, PRAGER earned an annual income of approximately $2,000,000, which has now all but vanished. He was actively hosting his daily three-hour nationally syndicated program, had no plans to retire, and had continuing contractual and syndication commitments. Long broadcasting careers continuing well into and beyond a host's seventies are the norm in nationally syndicated talk radio, providing a concrete, non-speculative basis for his loss-of-earnings claim.

47. PRAGER is now required to use a specialized therapeutic air-fluidized bed (a "Clinitron" bed) that runs continuously and produces loud, constant mechanical noise, making ordinary conversation difficult and phone and video calls nearly impossible — a particular cruelty for a man whose life and livelihood are conversation.

48. To a reasonable medical probability, had PRAGER been turned, repositioned, and off-loaded as his physicians ordered and the standard of care and federal regulations required, he would not have developed the hospital-acquired pressure injury that deteriorated into a bone-deep Stage IV wound; and had his tracheostomy been properly placed and managed, he would have continued his documented trajectory toward ventilator independence and at least partially resumed his broadcast work. PRAGER's underlying spinal cord injury defined the care he required; it did not cause the pressure injury, the tracheal injury, the infections, the colostomy, or the loss of his expected ventilator independence. On admission, PRAGER retained some motor and sensory function, including the ability to move his toes, reflecting an incomplete spinal cord injury subsequently classified as ASIA Impairment Scale grade B, which carried the potential for neurologic recovery that the failures of care compromised.

49. Each of the acts and omissions of Cedars-Sinai alleged herein was a substantial factor in bringing about PRAGER's injuries and damages. Because the negligent aftercare and deterioration PRAGER experienced were foreseeable consequences of the hospital-acquired injuries Cedars-Sinai caused, Cedars-Sinai is liable for the foreseeable aggravation of those injuries during the subsequent treatment they necessitated.

E. Understaffing and Corporate Knowledge

50. PRAGER's pressure injury was preventable had Cedars-Sinai provided sufficient, adequately trained staff to deliver the care his physicians ordered and the law required. Scheduled turning of a total-assist quadriplegic of PRAGER's size requires multiple staff members at regular intervals around the clock.

51. Plaintiffs are informed and believe, and thereon allege, that Cedars-Sinai engaged in a knowing pattern and practice of understaffing the high-acuity units on which PRAGER was housed, in violation of the nurse-to-patient ratio and competency

requirements of 22 C.C.R. § 70217, such that there were insufficient staff to execute the physician-ordered every-two-hour turning and off-loading protocols for total-assist patients such as PRAGER.

52. Plaintiffs are informed and believe, and thereon allege, that the staffing levels, staffing budgets, and policies governing nursing care on those units were established, approved, and maintained by officers, directors, or managing agents of Cedars-Sinai exercising substantial independent authority over corporate policy; that those managing agents knew, from quality metrics, chart audits, wound-care and incident reporting, regulatory findings, and prior similar occurrences, that understaffing of high-acuity units created a high probability that immobile patients would develop pressure injuries; and that they consciously disregarded that known risk by failing to provide adequate staffing.

53. Cedars-Sinai had notice of deficiencies in PRAGER's care no later than its receipt of a third-party attorney's written complaint documenting the near-absence of required physical and occupational therapy; rather than correct the deficiencies, Cedars-Sinai abruptly discharged PRAGER shortly thereafter.

FIRST CAUSE OF ACTION

ELDER ABUSE BY NEGLECT — WELFARE & INSTITUTIONS CODE § 15600 ET SEQ.

(Against Cedars-Sinai and DOES 1–10 and 16–100)

54. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

55. At all relevant times, PRAGER was over the age of 65, residing in California, and an "elder" as defined in Welfare and Institutions Code section 15610.27. The Legislature has recognized, in section 15600, that elders who suffer physical impairments occupy a dependent and vulnerable position, and that those receiving care in health facilities are particularly subject to abuse and neglect.

56. Welfare and Institutions Code section 15610.57 defines neglect to include the negligent failure of any person having the care or custody of an elder to exercise the degree of care a reasonable person in a like position would exercise, including the failure

to assist in personal hygiene, the failure to provide medical care for physical needs, and the failure to protect from health and safety hazards. Section 15610.17 defines a "care custodian" to include the administrators and employees of twenty-four-hour health facilities as defined in Health and Safety Code section 1250, which include general acute care hospitals such as Cedars-Sinai.

57. Cedars-Sinai had a substantial caretaking and custodial relationship with PRAGER within the meaning of *Winn v. Pioneer Medical Group, Inc.* (2016) 63 Cal.4th 148. As a 24-hour inpatient facility caring for a ventilator-dependent quadriplegic without sensation or the ability to move, Cedars-Sinai assumed responsibility for attending to PRAGER's basic needs — hygiene, mobility, repositioning, feeding, hydration, skin integrity, and protection from health and safety hazards — that an able-bodied adult would ordinarily manage without assistance. This was not intermittent or outpatient treatment. PRAGER was continuously and totally dependent on Cedars-Sinai, around the clock, for every basic need throughout his admission from November 13, 2024 to January 2, 2025.

58. Cedars-Sinai knew of PRAGER's total dependence and of his extreme susceptibility to skin breakdown. It documented that knowledge in his Braden Scale scores of 10 to 12, in its own pressure-injury-prevention protocol, and in the physician orders requiring turning and off-loading every two hours. Cedars-Sinai therefore knew, specifically and contemporaneously, both that PRAGER required scheduled repositioning to avoid catastrophic injury and exactly what that care entailed.

59. Cedars-Sinai neglected PRAGER within the meaning of section 15610.57 by failing to provide, and withholding, a category of fundamental, basic and required custodial care that his known condition required — namely, the systematic delivery of the scheduled repositioning and off-loading it had itself determined he needed. This was not the negligent rendition of a medical treatment Cedars-Sinai undertook; it was the failure to carry out fundamental, basic and required custodial assistance for a totally dependent elder, of the kind the Act was enacted to redress. A facility's withholding of a category of needed care constitutes neglect even where it provides other services (*Sababin v. Superior Court* (2006) 144 Cal.App.4th 81), and such neglect is actionable as elder

abuse, not merely as professional negligence (*Carter v. Prime Healthcare Paradise Valley LLC* (2011) 198 Cal.App.4th 396).

60. Cedars-Sinai's neglect was committed with recklessness — a deliberate disregard of the high degree of probability that injury would result (*Delaney v. Baker* (1999) 20 Cal.4th 23). Cedars-Sinai knew of the extreme and specific risk to PRAGER, knew the precise preventive measures required (its own physicians having ordered them and its own staff having charted a prevention protocol), and nonetheless failed to deliver that care, not as an isolated lapse but as a sustained failure across a seven-week admission, allowing a hospital-acquired never-event pressure injury to form over a surface PRAGER could neither feel nor relieve.

61. Plaintiffs are informed and believe, and thereon allege, that Cedars-Sinai's neglect resulted from, and was carried out through, a knowing pattern and practice of understaffing its high-acuity units in violation of 22 C.C.R. § 70217, as alleged above. A health facility's knowing pattern and practice of understaffing in violation of staffing regulations supports the conclusion that its resulting failures of care were reckless within the meaning of the Act (*Fenimore v. Regents of the University of California* (2016) 245 Cal.App.4th 1339).

62. Plaintiffs are informed and believe, and thereon allege, that for purposes of Welfare and Institutions Code section 15657(c) and Civil Code section 3294(b), the neglect alleged was authorized or ratified by, and resulted from the conscious disregard of, officers, directors, or managing agents of Cedars-Sinai who set and approved the staffing levels, budgets, and patient-care policies that made the delivery of PRAGER's ordered custodial care impossible, and who had advance knowledge of the unfitness of the staffing they approved and of the high probability of injury it created.

63. As a direct and proximate result of Cedars-Sinai's neglect, PRAGER suffered physical harm, pain, and mental suffering, including a hospital-acquired pressure injury that deteriorated into a bone-deep Stage IV wound, repeated surgeries, infection and the threat of sepsis, permanent colostomy dependence, serious setbacks in his rehabilitation, prolonged ventilator dependence, and the loss of his ability to pursue his vocation.

64. Plaintiffs are entitled to the enhanced remedies of Welfare and Institutions Code section 15657, including reasonable attorney fees and costs. Cedars-Sinai, and DOES 1–10 and 16–100, committed the neglect with recklessness, oppression, fraud, or malice within the meaning of Civil Code section 3294, entitling PRAGER to punitive and exemplary damages against those Defendants in an amount according to proof.

SECOND CAUSE OF ACTION

PROFESSIONAL NEGLIGENCE

(Against Cedars-Sinai and DOES 1–100)

65. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

66. At all relevant times, Cedars-Sinai, as a general acute care hospital, owed PRAGER a duty to provide medical, nursing, and hospital care in accordance with the standard of care applicable to general acute care hospitals in California, including duties to adequately assess and monitor him; to carry out physician orders; to prevent, identify, and treat pressure injuries; to properly place and manage his tracheostomy; to protect his safety; and to communicate material information about his condition and treatment options to him and to his authorized decision-maker. DOES 11–15, as PRAGER's treating physicians, owed him the duty to provide medical care in accordance with the standard of care applicable to physicians in their respective specialties.

67. Cedars-Sinai additionally owed PRAGER a duty to exercise reasonable care in the selection, hiring, training, supervision, staffing, and retention of personnel, and to adopt, implement, and enforce policies and staffing levels sufficient to permit the care his condition required.

68. Defendants breached these duties as alleged above, including: Cedars-Sinai's failure to consistently perform, document, and monitor the turning, repositioning, and off-loading its physicians ordered; its failure to correct the hospital-acquired pressure injury so as to prevent its foreseeable deterioration; its improper placement and management of PRAGER's tracheostomy; its failure to communicate material information to PRAGER and his authorized decision-maker; and its failure to staff, train, and supervise personnel adequately.

69. Cedars-Sinai's conduct also violated statutes and regulations designed to protect hospital patients as a class from precisely this type of harm, including 42 C.F.R. § 482.23(b) and (c), 42 C.F.R. § 482.13, and 22 C.C.R. §§ 70707 and 70217. PRAGER is within the class those provisions protect, and his injuries are of the type they are designed to prevent. Cedars-Sinai's violations constitute negligence per se, and the presumption of negligence arises pursuant to Evidence Code section 669.

70. As a direct and proximate result of Defendants' negligence, and because each breach was a substantial factor in bringing about the harm, PRAGER sustained severe physical injuries, including a hospital-acquired pressure injury that deteriorated into a Stage IV wound with bony involvement, infections, multiple surgeries, permanent colostomy dependence, tracheal injury requiring operative revision and lifelong specialized management, prolonged ventilator dependence, and a severe and likely permanent setback in his recovery. But for Defendants' failures, PRAGER would not have suffered these injuries, which were a foreseeable result of those failures.

71. As a further direct and proximate result of Defendants' negligence, PRAGER suffered, and continues to suffer, serious emotional distress, including anxiety, depression, fear of further injury and death, humiliation and degradation from the wound and its daily care, loss of sleep, and the profound distress of witnessing his own body's deterioration, together with the loss of his life's work. These emotional-distress damages are recoverable as general damages proximately caused by Defendants' negligence.

72. As a direct and proximate result of Defendants' negligence, PRAGER has sustained and will continue to sustain economic damages, including past and future medical and attendant-care expenses, and past and future loss of earnings, in amounts to be proven at trial and in excess of the jurisdictional minimum of this Court, together with general damages according to proof.

THIRD CAUSE OF ACTION

LOSS OF CONSORTIUM

(By Plaintiff Susan Prager Against Cedars-Sinai and DOES 1–100)

73. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

74. Plaintiff Susan Prager is, and at all relevant times was, lawfully married to PRAGER, and their marriage has existed continuously from December 31, 2008 to the present.

75. As a direct and proximate result of Defendants' neglect and negligence as alleged herein, and the resulting injuries to PRAGER, Susan Prager has been deprived of her husband's society, comfort, protection, services, support, affection, companionship, and ability to engage in shared marital activities, and has suffered and will continue to suffer damages in an amount according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For special damages, including past and future medical and incidental expenses and past and future loss of earnings, according to proof at trial;

2. For general damages, including past and future physical pain, mental suffering, and emotional distress, according to proof at trial;

3. On the First Cause of Action only, for punitive and exemplary damages against Cedars-Sinai and DOES 1–10 and 16–100 (and expressly not against DOES 11–15), pursuant to Welfare and Institutions Code section 15657 and Civil Code section 3294, in an amount according to proof at trial;

4. On the First Cause of Action, for reasonable attorney's fees and costs pursuant to Welfare and Institutions Code section 15657(a);

5. For costs of suit and prejudgment interest as allowed by law; and

6. For such other and further relief as the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all causes of action and issues so triable.

Respectfully submitted,

LAW OFFICES OF HEATHER GIBSON, P.C.
BRYAN M. GARRIE, APC
LAW OFFICE OF MATTHEW P. TYSON

Dated: June 19, 2026 By: _____

HEATHER E. GIBSON
BRYAN M. GARRIE
MATTHEW P. TYSON
Attorneys for Plaintiffs
DENNIS PRAGER and SUSAN PRAGER

PROOF OF SERVICE

Dennis Prager, et al. v. Cedars Sinai Medical Center, et al.

Los Angeles County Superior Court / Case No.: 26SMCV01561

I am employed in the County of Santa Clara, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 1871 Martin Avenue, Santa Clara, CA 95050. On the date set forth below, I caused the following document(s) entitled:

PLAINTIFFS' FIRST AMENDED COMPLAINT FOR: (1) ELDER ABUSE BY NEGLECT; (2) PROFESSIONAL NEGLIGENCE; (3) LOSS OF CONSORTIUM

to be served on the party(ies) or its (their) attorney(s) of record in this action listed below by the following means:

X	**ECF TRANSMISSION.** Pursuant to local rule of this Court, by transmitting a true copy thereof by electronic mail to the interested party(ies) or their attorney(s) of record to said action at the electronic mail address(es) shown herein.

Louise M. Douville, Esq.
Matthew A. Yarvis, Esq.
FRASER WATSON & CROUTCH, LLP
ldouville@fwcllp.com
myarvis@fwcllp.com

Attorneys for Defendant, CEDARS SINAI MEDICAL CENTER

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 19, 2026 at Santa Clara, California

By: _____
Anthony Piedra
Law Offices of Heather Gibson, P.C.