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6 *Attorneys for Plaintiffs*

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 CHRISTOPHER NOAH WREN, a Minor  
Child, by and through his Guardian Ad  
10 Litem, CHRISTOPHER BRIAN WREN  
AND EMELY WREN, husband and wife;  
11 CHRISTOPHER BRIAN WREN on his own  
12 behalf; EMELY WREN on her own behalf,

13 **Plaintiffs**

14 vs.

15 AFFINITYLIFESTYLES.COM, INC. d/b/a  
16 REAL WATER, a Nevada corporation;  
REAL WATER INC., a Delaware  
17 Corporation; HANNA INSTRUMENTS,  
INC., a Rhode Island Corporation;  
18 MILWAUKEE INSTRUMENTS, INC., a  
19 North Carolina corporation; HANNA  
INSTRUMENTS SRL, a foreign company;  
20 HANNA INSTRUMENTS ROMANIA SRL,  
a foreign company; DOSING PUMPS UNIT  
21 SRL, a foreign company; SID US, INC., a  
Delaware corporation; SCIENTIFIC  
22 INSTRUMENTS DEVELOPMENT  
INTERNATIONAL INC., a Delaware  
23 corporation; and DOE INDIVIDUALS 1-10;  
24 and ROE ENTITIES 1-10,

25 **Defendants.**

**Case No.: A-21-831169-B (Lead Case)**  
**Dept. No. XXVII**

**Coordinated for Discovery Purposes with:**

- *Wren*, Case No. A831169 (Lead Case)
- *Sharapov, et al.*, Case No. A831379
- *Hunwardsen, et al.*, Case No. A831543
- *Carrier, et al.*, Case No. A831687
- *Bonnar, et al.*, Case No. A831725
- *Brown, et al.*, Case No. A831776
- *Martinez, et al.*, Case No. A831800
- *Richt, et al.*, Case No. A831880
- *Chang, et al.*, Case No. A832269
- *Gallagher, et al.*, Case No. A834485
- *Vincelette, et al.*, Case No. A839848
- *Zimmerman et al.*, Case No. A834577
- *King*, Case No. A833630
- *Henry et al.*, Case No. A844176
- *Wei, et al.*, Case No. A856147

**THIRD AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL**

**Exempt from Arbitration [Amount of  
Damages in Excess of \$50,000]**

**Business Court Designation Requested  
Under EDCR 1.61**

27 Plaintiffs, by and through their counsel of record, and for their Third Amended Complaint  
28 against Defendants, hereby allege as follows:

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1. This case arises out of serious and catastrophic personal injuries, including severe liver injuries, sustained by Plaintiffs as a result of consuming toxic Real Water branded drinking water.

**Parties**

2. Plaintiff CHRISTOPHER NOAH WREN is a minor child residing in Clark County, Nevada. Plaintiffs CHRISTOPHER BRIAN WREN and EMELY WREN are the Guardians Ad Litem over CHRISTOPHER NOAH WREN and bring this action on his behalf and individually. The Wrens are residents of Nevada and purchased bottled water with toxins from the Defendants.

3. Plaintiff Christopher Brian Wren has been interviewed by an investigator from the Southern Nevada Health District and/or the Center for Disease Controls and informed that drinking Real Water is believed to be the cause of his extreme liver damage and the cause of an extraordinary number of liver damage cases involving Nevada residents.

4. In August 2020, Plaintiff Christopher Brian Wren was hospitalized.

5. ALT, which stands for alanine transaminase, is an enzyme found mostly in the liver. When liver cells are damaged, they release ALT into the bloodstream. An ALT test measures the amount of ALT in the blood. High levels of ALT in the blood can indicate a liver problem.

6. The normal value for ALT in blood ranges from 29 to 33 units per liter (IU/L) for males and 19 to 25 IU/L for females.

7. Plaintiff Christopher Brian Wren’s ALT was measured at over 5,000 and, as a result, thereof, he was informed that he was a candidate for an immediate liver transplant.

8. There are approximately 114,927 persons on the transplant list in the United States, of which 95% need a kidney or liver.

9. The estimated billed charge for a liver transplant is approximately \$812,500.00.

10. In November, 2020, Plaintiff Christopher Noah Wren was transported on an emergency jet trip from Summerlin Children’s Hospital in Las Vegas to Primary Children’s Hospital at Salt Lake City, Utah, to get emergency treatment for liver malfunction and was

1 hospitalized for days. Summerlin Children’s Hospital personnel reported that other Clark County  
2 children had similar ailments and were all being sent to Salt Lake.

3 11. Plaintiff Christopher Noah Wren’s ALT was measured at over 5,000 and, as a  
4 result thereof, Plaintiff Christopher Wren was informed that his son was a candidate for an  
5 immediate liver transplant.

6 12. Plaintiff Christopher Wren has been informed and believes that numerous other  
7 Nevada children have been transported to Primary Children’s Hospital in Salt Lake City, Utah for  
8 emergency treatment regarding liver problems in 2020 and that the staff thereof reported a  
9 potential outbreak to the Southern Nevada Health District in late 2020 because the likelihood of  
10 so many children from the same area all having acute liver failure was a cause for serious concern.

11 13. Plaintiff Christopher Wren has been informed and believes that the suspected  
12 cause of aforesaid liver problems that is currently being documented by the SNHD/CDC Outbreak  
13 Investigation is drinking Real Water.

14 14. On or about November 2020, Emely Wren was tested and her ALT level was  
15 elevated in the hundreds. She also suffered extreme nausea and fatigue.

16 15. Defendant AFFINITYLIFESTYLES.COM, INC. (“Affinity”) is a Nevada  
17 corporation doing business as REAL WATER. Upon information and belief, Affinity is the  
18 majority shareholder of Defendant Real Water, Inc.

19 16. Defendant REAL WATER INC. is a Delaware corporation that regularly conducts  
20 business in Clark County, Nevada. Defendants Affinity and Real Water, Inc. are collectively  
21 referred to as “Real Water,” or the “Real Water Defendants.”

22 17. Defendant HANNA INSTRUMENTS, INC. is a Rhode Island Corporation that  
23 designs, manufactures, constructs, assembles, tests, labels, distributes, and/or sells multiple  
24 meters and instruments, including meters and instruments used to test various aspects of water,  
25 including, but not limited to, pH and oxidation reduction potential (“ORP”). Upon information  
26 and belief, Hanna Instruments designed, manufactured, constructed, assembled, tested, labeled,  
27 distributed, and/or sold at all relevant times the meters used as part of the process of making Real  
28 Water.

1           18. Defendant MILWAUKEE INSTRUMENTS, INC. is a North Carolina corporation  
2 that designs, manufactures, constructs, assembles, tests, labels, distributes, and/or sells, including  
3 meters and instruments used to test various aspects of water, including, but not limited to, pH and  
4 ORP. Upon information and belief, Milwaukee Instruments sold and distributed at all relevant  
5 times the MW500 ORP Meters used as part of the process of making Real Water. Upon  
6 information and belief, Defendant Hanna Instruments designed, manufactured, constructed,  
7 assembled, tested, labeled, distributed, and/or sold the subject meters to Defendant Milwaukee  
8 Instruments, who branded, sold, and distributed the ORP meters as the MW500.

9           19. Defendant HANNA INSTRUMENTS SRL is a foreign company that designs,  
10 manufactures, constructs, assembles, tests, labels, distributes, and/or sells multiple meters and  
11 instruments, including meters and instruments used to test various aspects of water, including, but  
12 not limited to, pH and oxidation reduction potential (“ORP”). Upon information and belief, Hanna  
13 Instruments SRL designed, manufactured, constructed, assembled, tested, labeled, distributed,  
14 and/or sold at all relevant times the meters used as part of the process of making Real Water.

15           20. Defendants HANNA INSTRUMENTS ROMANIA SRL is a foreign company that  
16 designs, manufactures, constructs, assembles, tests, labels, distributes, and/or sells multiple  
17 meters and instruments, including meters and instruments used to test various aspects of water,  
18 including, but not limited to, pH and oxidation reduction potential (“ORP”). Upon information  
19 and belief, Hanna Instruments SRL designed, manufactured, constructed, assembled, tested,  
20 labeled, distributed, and/or sold at all relevant times the meters used as part of the process of  
21 making Real Water.

22           21. Defendant DOSING PUMPS UNIT SRL is a foreign company that designs,  
23 manufactures, constructs, assembles, tests, labels, distributes, and/or sells multiple meters and  
24 instruments, including meters and instruments used to test various aspects of water, including, but  
25 not limited to, pH and oxidation reduction potential (“ORP”). Upon information and belief, Hanna  
26 Instruments designed, manufactured, constructed, assembled, tested, labeled, distributed, and/or  
27 sold at all relevant times the meters used as part of the process of making Real Water.

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1           22.     Hanna Instruments, Inc., Hanna Instruments SRL, Hanna Instruments Romania  
2 SRL, Dosing Pumps Unit SRL, and Milwaukee Instruments, Inc. are collectively referred to as  
3 the “ORP Entities.”

4           23.     Defendant SID US, INC. is a Delaware corporation who, upon information and  
5 belief, owns Defendants Hanna Instruments SRL, Hanna Instruments Romania SRL, and Dosing  
6 Pumps Unit SRL.

7           24.     Defendant           SCIENTIFIC           INSTRUMENTS           DEVELOPMENT  
8 INTERNATIONAL INC. (“SID International”) is a Delaware corporation who, upon information  
9 and belief, owns Defendants Hanna Instruments, Inc. and Milwaukee Instruments, Inc.

10          25.     At all times materials to this Complaint, SID U.S., Inc. and SID International,  
11 through the ORP Entities, as its subsidiaries, are a common or joint enterprise and the ORP  
12 Entities, along with SID International and SID US, Inc., acted in concert with each other subject  
13 to the common nondelegable duties detailed herein. All actions taken by a member of each of  
14 the ORP Entities, as its agent in furtherance of business, were done so with the actual or  
15 constructive knowledge and authorization of the other ORP entities and/or SID International and  
16 SID US, Inc.

17          26.     Upon information and belief, and at all times materials to this Complaint, the ORP  
18 Entities, SID International, and SID US Inc. were united in interest and ownership so as to be  
19 deemed inseparable from them. In this regard, SID International and SID US, Inc. (1)  
20 undercapitalized and/or underinsured the ORP Entities, (2) diverted ORP Entities’ company  
21 funds, and (3) shared ORP Entity employees and assets between the entities. The ORP Entities,  
22 SID International, and SID US, Inc., therefore, are one and the same, and Plaintiff should be  
23 permitted to pierce the corporate structure veil of Defendants Hanna Instruments, Inc., Milwaukee  
24 Instruments, Inc., Hanna Instruments SRL, Dosing Pumps Unit SRL to reach asserts belonging  
25 to the SID International and SID US, Inc. in order to prevent the sanction and/or promotion of an  
26 injustice.

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**Jurisdiction and Venue**

1  
2 27. Exercise of jurisdiction by this Court over each and every Defendant in this action  
3 is appropriate because each and every Defendant has done, and continues to do business in the  
4 State of Nevada, and at relevant times sold toxic water products or equipment used to make such  
5 products to Nevada residents and violated Nevada laws.

6 28. Defendants do business in Nevada, and sold toxic water products or equipment  
7 used to make such products to Nevada residents and made money from these residents.

8 29. Defendants sold their toxic water products to Plaintiffs while Plaintiffs resided in  
9 Clark County, Nevada.

10 30. Exercise of jurisdiction by this Court is further appropriate because the Plaintiffs  
11 currently reside in the County of Clark, State of Nevada.

12 31. This Court has jurisdiction over the subject matter of this action. Exercise of  
13 jurisdiction by this Court over the Defendants in this action is appropriate because they have done,  
14 and continue to do, business in Clark County, State of Nevada, and committed the wrongdoings  
15 alleged in this Complaint in the State of Nevada. Additionally, this Court has jurisdiction over the  
16 claims alleged herein as they arise out of sales made to Nevada residents, the defendants' actions  
17 violate Nevada law and some of the claims arise under the Uniform Commercial Code (i.e., the  
18 warranty of merchantability) or are such that the Code will supply the rule of decision.

**General Allegations**

**THE OUTBREAK INVESTIGATION**

19  
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21 32. Plaintiffs are informed and believe that the Southern Nevada Health District and/or  
22 the Center for Disease Controls and/or the Food and Drug Administration are currently  
23 conducting an outbreak investigation regarding numerous serious liver injury cases caused by  
24 Nevada residents drinking Real Water (the "SNHD/CDC Outbreak Investigation") and that a  
25 recall has been initiated.

26 33. Plaintiffs are informed and believe that the Southern Nevada Health District and/or  
27 the Center for Disease Controls and/or the Food and Drug Administration have indicated that  
28 Real Water is believed to be the cause of an extraordinary number of liver damage cases involving

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1 Nevada residents.

2 **REAL WATER**

3 34. Defendant AFFINITYLIFESTYLE.COM and Defendant REAL WATER, INC.  
4 do business under the name “Real Water” and make several “Real Water” products, including  
5 bottled water (herein jointly referred to as “REAL WATER”). The first Defendant is a Nevada  
6 corporation and the Second Defendant is a Delaware corporation.

7 35. REAL WATER uses inexpensive, publicly subsidized, treated, safe and alkaline  
8 potable water supplied by the Southern Nevada Water Authority (“SNWA”), which is drawn from  
9 the tap at its Clark County, Nevada facilities, before it processes the water, labels it, and  
10 distributes it throughout Nevada to numerous Nevada consumers at a premium price. It has been  
11 continuously doing this business within the State of Nevada since or about January 27, 1998.

12 36. REAL WATER bottled water bears the following prominent label upon its  
13 otherwise transparent blue-hued plastic bottle:



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1 37. The label makes the following specific false and misleading scientific and health  
2 related claims, intended to distinguish REAL WATER bottled water from its competitors, capture  
3 a part of the lucrative health food market and persuade/seduce health-conscious consumers to  
4 purchase REAL WATER at a premium price:

5 Front Label

6 Beyond Alkalinity....  
7 Alkalized Water Infused with Negative (-) Ions.  
8.0 pH average at time of mfg.

8 Back Label

9 Real Water strives to be **the healthiest drinking water available today**. With the  
10 proprietary E-2 Electron Energized Technology, Real Water is beyond alkalinity... it is  
11 infused with negative (-) ions. Compare this to most purified waters, which are acidic and  
12 positive (+) ionized. Many health professionals believe that an acidic body can be  
13 unhealthy. **Since Real Water is alkalized and negative ionized, it can help your body**

**to become more alkalized to improve your health.**

**TRANSFORM YOURSELF WITH REAL WATER!**

\*Move your body to an alkalized state by removing acid toxins.

\*Take in an abundance of antioxidant electrons to neutralize harmful free radicals.

\*Experience increased cellular hydration like never before!

**SOLD BY MANUFACTURER**

15 38. The average pH of SNWA water over the last 40 years is 7.8; i.e., it is already  
16 alkaline. Therefore, the label's statement that the manufactured water had more or less negative  
17 ions (alkalinity) than its source is false and/or misleading.

18 39. Real Water is sold at Sprouts, Whole Foods, and Costco and can be purchased  
19 through Amazon.

20 **ALKALINE WATER MANUFACTURING PROCESS**

21 40. Alkaline drinking water is promoted as having certain health benefits, including  
22 antioxidant properties.

23 41. Alkaline water is generally manufactured in a three-step process: (1) run municipal  
24 water through an ionization machine to produce purified water with a total dissolved solids no  
25 greater than ten parts per million; (2) mix concentrate with selected alkaline minerals into the  
26 purified water; and (3) test the resulting water with an ORP meter and add more concentrate if  
27 negative ORP readings are low or add water if ORP readings are positive or higher than the  
28 desired negative ORP state.



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1 42. REAL WATER used this three-step process to make liter bottles and 5-gallon  
2 bottles first at a manufacturing plant at 3208 Desert Inn Road and, after late August 2020, 5-  
3 gallon bottles at a manufacturing plant in Henderson, Nevada, and liter bottles at a manufacturing  
4 plant in Mesa, Arizona.

5 43. At the Henderson plant, REAL WATER used an old ionization machine made by  
6 AMPAC US (i.e., Alkaline Water Reverse Osmosis AP 3000-LX-ALK, Serial No. 7013089  
7 manufactured on October 11, 2013) which is depicted below:

8 **AMPAC AP 3000**



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44. The concentrate used by REAL WATER was based on a formula developed by John Marlow, who licensed production rights exclusively to REAL WATER. Upon information and belief, the concentrate typically injected into purified water to make alkaline water is usually a concentrated mineral mix containing magnesium, calcium, potassium, and sodium. The composition of the concentrate used by REAL WATER is a closely guarded secret. While Marlow claims that the concentrate is solely potassium and magnesium, no independent testing has confirmed such claim.

45. REAL WATER placed a liquid formulation of the concentrate in two 75-gallon concentrate tanks that are depicted below:

### CONCENTRATE TANKS



1           46.     After the liquid concentrate was put into the 75-gallon concentrate tanks, REAL  
2 WATER employees then filled 5-gallon bottles with liquid concentrate from the 75-gallon  
3 concentrate tanks and emptied the 5-gallon bottles with liquid concentrate into one of two 500-  
4 gallon water-mixing tanks. Pellets of potassium (approximately 40 grams) were also added to the  
5 large mixing tanks at this time. After the 5-gallon bottle of liquid concentrate was emptied and  
6 potassium pellets were added to the mixing tanks, the 500-gallon mixing tanks were filled with  
7 purified water. By using both mixing tanks, REAL WATER could produce 1,000 gallons of water  
8 in each batch -- enough to fill 200 5-gallon bottles.

9           47.     After the mixing tanks were filled with the liquid concentrate, potassium and the  
10 purified water, an employee of Defendant REAL WATER (i.e., the “Lead Technician”) would  
11 take a water sample from one of the mixing tanks by dipping a dixie cup into the mixing tank and  
12 then inserting the platinum probe from an ORP (“oxygen reduction potential”) meter into the  
13 water to determine the ORP reading.

14           48.     REAL WATER instructed employees that Real Water sold in one-liter bottles  
15 should have an ORP reading between negative 200 and negative 300 and that Real Water sold to  
16 homes should have an ORP reading between negative 150 and negative 225.

17           49.     If the ORP reading was under the targeted negative for water intended for 5-gallon  
18 home delivery, REAL WATER would add more concentrate to increase the negative ORP  
19 measurement. If the ORP reading was above the targeted negative for water intended for 5-gallon  
20 home deliver, REAL WATER would add more water.

21           50.     Upon information and belief, REAL WATER used an ORP meter manufactured  
22 by Hanna Instruments, Inc., and sold by Milwaukee Instruments to determine the negative  
23 reading; which ORP Meter is named the MW 500. There are presently five MW 500 ORP meters  
24 being stored in the evidence warehouse: (1) the MW 500 from the Mesa, Arizona plant (i.e.,  
25 Serial No. F0081503); (2) the MW 500 from the Henderson, Nevada plant believed to have been  
26 the meter used in making the “Superbad” October 2020 water batch (depicted below); (3) an MW  
27 500 from the Henderson plant that has a star on its front (i.e., Serial No. 11004120070); (4) an  
28 unopened MW 500 in its original packaging found at the Henderson plant; and (5) a second

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1 unopened MW 500 in its original packaging found at the Henderson plant. The second MW 500  
2 described above is depicted below:

### 3 MW 500 ORP METER



### 22 **INHERENT BIAS TO MAKE UNSAFE WATER DUE TO MANUFACTURING 23 **ERRORS, EQUIPMENT DEFECTS AND EQUIPMENT FAILURES****

24 51. Alkaline water produced by high quality water ionizers such as the AMPAC US  
25 Alkaline Water Reverse Osmosis (i.e., the AP 3000-LX-ALK) typically has negative ORP  
26 measurements in the -300 to -700 range. The platinum probe used in most ORP meters must be  
27 oxidized through repeated cleaning of the platinum tip of the electrode of the ORP meter (i.e.,  
28 cleaning a minimum of every 30 days) to successfully measure low negative ORP values. If the

1 platinum probe is not properly cleaned, the ORP meter will not produce accurate readings.

2 52. Upon information and belief, because of the manufacturing process set forth above  
3 and the utilization of an MW 500 ORP meter as the sole determinant of the propriety of the  
4 amount of concentrate used in the water product, there is an inherent bias to making unsafe water  
5 that has too much concentrate because the ORP meter will always work in a positive state (not  
6 enough concentrate and thereby indicate concentrate should be added) but will only work in the  
7 negative state (too much concentrate and thereby indicating water should be added) when the  
8 platinum probe is properly cleaned and the meter is properly calibrated and periodically replaced  
9 because of the inherent probe deterioration.

10 53. REAL WATER employee Casey Aiken (the “lead technician” that made the  
11 “Superbad” batch in October 2020) did not know that ORP meters are potentially unreliable  
12 indicators when used for negative ORP measurements.

13 54. Casey Aiken did not know that the platinum probes of the ORP meter needed to  
14 be oxidized to take accurate negative ORP readings.

15 55. Casey Aiken did not know that the platinum probe of the ORP meter should be  
16 cleaned every month. Aiken never cleaned the ORP meter despite being the “lead technician”  
17 from late August 2020 to March 2021.

18 56. Casey Aiken did not know that the ORP meter needed to be calibrated every  
19 month. Aiken used the ORP meter from late August 2020 until the middle of November 2020  
20 before he was trained for the first time in late November 2020 how to calibrate the ORP meter.

21 57. Casey Aiken did not know that the ORP meter needed to be replaced  
22 approximately once a year and used a relatively old ORP meter during the time period late August  
23 2020 until March 2021 (despite REAL WATER having two unopened ORP meters at the  
24 Henderson, Nevada plant).

25 **SERIAL REAL WATER LIVER FAILURE OUTBREAKS IN LAST 6 YEARS**

26 58. Because of the inherent flaws in the manufacturing process described above and  
27 because of the equipment defects and failures described above, REAL WATER made unsafe  
28 water that caused a series of outbreaks of liver failure in Las Vegas over the last 6 years. Because

1 the subject water made from bad batches was delivered to various homes and vendors at various  
 2 times and sometimes was first stored and not consumed for weeks or months afterwards,  
 3 outbreaks can now only be broadly categorized into monthly time periods.

4 59. The worst outbreak involved a batch of water made in October 2020 that resulted  
 5 in dozens of cases of liver failure in November and December 2020, including one death, one  
 6 emergency brain surgery, miscarriages, multiple Flights for Life to several out-of-state liver  
 7 transplant medical centers, multiple aborted liver transplant initiations and hospitalizations of  
 8 dozens of known victims in intensive care units for between four and fourteen days.

9 60. Five different children aged two to five from different families were transported  
 10 from Las Vegas to Salt Lake in December 2020 for emergency liver transplants that were avoided  
 11 only because they improved when they drank hospital water as opposed to Real Water. A sixth  
 12 child (7-month-old Orion) was transported to the same Salt Lake Hospital in September 2019  
 13 after drinking Real Water. A seventh child (a 6-year-old) was transported to Children’s Hospital  
 14 Colorado on November 9, 2018 for an emergency liver transplant.

15 61. In addition to the “Superbad” October 2020 water batch, Plaintiffs are informed  
 16 and believes that there are several other distinct outbreaks periods:

17 **2018 Outbreak:**

18 Daniel Taylor	43 yo male	Liver Failure 1 <sup>st</sup> hosp.	May 2018
19 Richard Belsky	41 yo male	Liver Failure 1 <sup>st</sup> hosp.	May 2018
James Delmar	73 yo male	Liver Failure 1 <sup>st</sup> hosp.	6/11/18
20 Gray Maynard	42 yo male	Liver Failure 1 <sup>st</sup> hosp.	May/June 2018
Jessica Wheeler	yo fem	Liver Failure 1 <sup>st</sup> hosp.	May/June 2018
21 Lisa King	48 yo fem	Various Symptoms	August 2018
Name Withheld	6 yo fem	Aborted Liver Transplant	11/9/2018
22 Miriam Brody	82 yo fem	Liver Failure 1 <sup>st</sup> hosp.	11/20/18

23 **August/September 2019 Outbreak:**

24 Keith Haley	42 yo male	Liver Failure 1 <sup>st</sup> hosp.	8/13/19
25 Myles Hunwardsen	29 yo male	Liver Transplant 1 <sup>st</sup> hosp.	9/23/19
26 Orion Gallagher	7 mo. male	Aborted Liver Transplant	9/20/19

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1 **August/September/October 2020 Outbreak:**

2	Chris Brian Wren	39 yo male	Liver Failure 1 <sup>st</sup> hosp.	8/20/20
3	Jereme Botiz	33 yo male	Liver Failure 1 <sup>st</sup> hosp.	10/4/20
4	James Hu	49 yo male	Liver Failure 1 <sup>st</sup> hosp.	10/8/20
5	Kathleen Ryerson	69 yo fem(deceased)	Liver Failure 1 <sup>st</sup> hosp.	10/16/20

6 62. The multiple cases of liver damage prior to the end of August 2020, when the  
7 Desert Inn plant was closed and the Henderson and Mesa plants were opened, proves that the  
8 water was contaminated by common manufacturing flaws and equipment failures that occurred  
9 at both plants as opposed to something geographically unique at a specific plant location.

10 63. Including the Plaintiffs in this lawsuit, Plaintiffs are informed and believe that at  
11 least **70 other persons that suffered severe liver damage have already filed suits** (including  
12 one death case, one liver transplant case, one brain surgery case, multiple miscarriages, over one  
13 dozen cases of planned liver transplants being aborted at the last minute at out-of-state transplant  
14 medical centers and dozens of cases of hospitalization in ICUs for four to twelve days).

15 **THE “SUPERBAD” OCTOBER 2020 WATER BATCH**

16 64. Although there were serial outbreaks in the time period 2016 to 2020, there was a  
17 “Superbad” outbreak in 2020, which resulted from an admitted excess amount of concentrate  
18 being put into the water.

19 65. After the manufacturing operation moved to the Henderson plant, REAL WATER  
20 tasked warehouse employee Casey Aikens to be the “Lead Technician” to make the water. Aikens  
21 had no prior background in water or food processing and did not have the required Clark County  
22 health card. Aikens had previously worked as a promotor at a Strip Club in Las Vegas prior to  
23 being hired by REAL WATER.

24 66. After making a batch of water in October 2020, Aikens used the MW 500 to take  
25 an ORP reading and discovered that the batch read negative 130. Aikens made a phone call to  
26 Brent Jones and told him that the ORP reading was lower than the desired parameter. (April 22,  
27 2021 Aikens Dep., 12:05 to 12:07). Aikens had to call Brent Jones because Jones was not  
28 physically at the Henderson plant because Brent Jones had recently been hospitalized and was  
absent from work for two to three weeks. During the call, Brent Jones instructed Aikens to add

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1 more concentrate. (Id.) Aikens then proceeded to add another 2 and 1/2 gallons of concentrate  
2 despite the fact that he had already placed 5 gallons of concentrate in each one of the mixing  
3 tanks. (Id.)

4 67. Plaintiffs are informed and believe that making Real Water with too much  
5 concentrate causes it to be toxic.

6 68. Aikens took a 5-gallon bottle of Real Water from the “Superbad” October 2020  
7 batch home and used it to feed his dog; a two-year-old Chihuahua Miniature Pincher. Aiken’s  
8 wife is a trained veterinarian technician and told Aiken that their dog (who quit eating, was  
9 lethargic, vomited, had diarrhea, and frequently urinated) was so sick after drinking Real Water  
10 that the dog needed an emergency vet exam. In November 2020, Aiken took the dog to a  
11 veterinarian at the Flamingo Pet Clinic who diagnosed the dog as having acute liver failure. (April  
12 22, 2021 Aikens Dep., 13:30 to 13:31). Aiken’s wife demanded that Aiken stop feeding the dog  
13 any more Real Water and the dog subsequently recovered. Aikens attributes the liver failure in  
14 his dog to the toxic 5-gallon bottle of Real Water that came from the “Superbad” October 2020  
15 batch. (April 22, 2021 Aikens Dep., 13:31; “. . . we stopped giving the dog the water. Q. And did  
16 he get better. A. Yes. . . . That one 5-gallon bottle was the one I am assuming made him sick.”).

17 **THE “COVERUP”**

18 69. In November and December 2020, dozens of REAL WATER home delivery  
19 customers called Real Water and complained that the Real Water that they consumed had made  
20 them violently ill.

21 70. Prior to November 10, 2020, dozens of REAL WATER home delivery customers  
22 cancelled their subscriptions. More customers cancelled in November 2020 and December 2020.  
23 Plaintiffs are informed and believe that REAL WATER has given the FDA a list of dozens of  
24 customers who cancelled their home delivery subscriptions.

25 71. Plaintiffs are informed and believes that REAL WATER employees went to  
26 customers’ homes and surreptitiously replaced 5-gallon bottles that came from the “Superbad”  
27 October 2020 batch with other 5-gallon bottles of water.

28 ///



1 72. In November 2020, at least one Real Water consumer went to the Real Water  
2 manufacturing plant and informed employees that he had to be hospitalized in intensive care for  
3 four days because of liver failure caused by Real Water.

4 73. When Brent Jones returned to the plant in the middle of November, 2020, he  
5 immediately met with Aikens and trained Aikens for the first time how to calibrate the MW 500  
6 ORP meter.

7 74. Brent Jones later instructed Aikens to make five (5) one-liter bottles of water to be  
8 taken to a test facility. This was a special order because the Henderson plant only made 5-gallon  
9 bottles at the time.

10 75. REAL WATER employees delivered the five (5) one-liter bottles of water to  
11 Western Environmental Testing Laboratory in Las Vegas on or about December 4, 2020, and  
12 December 11, 2020.

13 76. Western Environmental Testing Laboratory tested the special batch of water and  
14 prepared a testing report that REAL WATER immediately placed on its website.

15 77. Aikens testified that he was told that REAL WATER had to get an immediate  
16 favorable test report on its water from an independent test laboratory by early December (despite  
17 being in the middle of an ongoing Covid pandemic in Las Vegas) because there was supposedly  
18 a “health inspection” that needed to be satisfied.

19 78. REAL WATER failed at any time to inform customers that the “Superbad”  
20 October 2020 batch was toxic prior to the Southern Nevada Health District announcement of a  
21 problem with the water on March 15, 2021.

22 79. Instead of telling customers the truth, REAL WATER posted the test results from  
23 Western Environment Testing Laboratory on its website as part of a scheme to cover-up the fact  
24 that REAL WATER had just made and distributed the “Superbad” October 2020 water batch.

25 ***Consumer Expectations Regarding Water***

26 80. The safety of bottled water is of paramount importance, and is a material fact, to  
27 consumers such as Plaintiffs.

28 ///

1 81. Given the negative effects of contaminants in bottled water, the presence of these  
2 substances in bottled water is a material fact to consumers like Plaintiffs. Indeed, consumers—  
3 including Plaintiffs—are unwilling to purchase toxic bottled water.

4 82. Defendants know that the safety of their bottled water (as a general matter) is a  
5 material fact to consumers.

6 83. Defendants also know that consumers (such as Plaintiffs) are unwilling to purchase  
7 brands of water that are toxic.

8 84. As such, Defendants also know that the presence of toxins in their water is a  
9 material fact to consumers such as Plaintiffs.

10 85. Consumable manufacturers and distributors (such as Defendants) hold a special  
11 position of public trust. Consumers believe that they would not sell products that are unsafe.

12 86. Defendants knew that if toxins in their bottled water was disclosed to the Plaintiffs,  
13 then Plaintiffs would be unwilling to purchase it.

14 87. Consumers also do not expect bottled water to kill household pets

15 88. Plaintiffs are informed and believe that a 3-year-old Golden Retriever named  
16 “Moosey” died on September 25, 2020 after drinking Real Water.

17 89. Plaintiffs are informed and believe that a 9-year-old French Bulldog died on  
18 October 18, 2020, after drinking Real Water.

19 90. Plaintiffs are informed and believe that a 13-year-old Chihuahua named “Buckley”  
20 died on November 19, 2020 after drinking Real Water.

21 91. Plaintiffs are informed and believe that a 13-year-old Miniature Pincher name  
22 “Joey” died in November 2020 after drinking Real Water.

23 92. Plaintiffs are informed and believe that Joey’s sister “Phoebe” has an extremely  
24 enlarged liver after drinking Real Water and is dying.

25 93. Plaintiffs are informed and believe that a 9-year-old French Bulldog died on  
26 January 9, 2021, after drinking Real Water.

27 **Facts Relevant to Plaintiffs**

28 94. Between the middle of 2020 and until shortly before the Complaint was filed,

1 Plaintiffs purchased bottle water labeled as “Real Water”.

2 95. Prior to purchasing the water, Plaintiffs were exposed to, saw, read, and  
3 understood Defendants’ respective representations and omissions regarding the safety of the  
4 water, as well as their omissions regarding the presence of elevated levels of toxins therein, and  
5 relied upon them, including the statement that Real Water is “**the healthiest drinking water**  
6 **available today.**”

7 96. Plaintiffs were only willing to purchase the water products of Defendants because  
8 Plaintiffs believed that they did not contain elevated levels of toxins.

9 97. In reliance upon Defendants’ respective representations and omissions, Plaintiffs  
10 purchased “Real Water.”

11 98. Had Plaintiffs known the truth—*i.e.*, that Defendants’ bottled water contained  
12 elevated levels of toxins that would cause severe liver damage, rendering them unsafe for  
13 consumption—Plaintiffs would not have purchased them.

14 99. The presence of elevated levels of toxins in the bottled water made the bottled  
15 water that Plaintiffs purchased worthless, because it was unsafe for human consumption.

16 100. Plaintiffs bring this action seeking recovery of the damages they incurred as a  
17 result of Defendants’ misrepresentations, omissions, deceptions and actions.

18 **Causes of Action**

19  
20 **FIRST CAUSE OF ACTION**  
**(Strict Liability – Failure to Warn Against the Real Water Defendants)**

21 101. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
22 100 above.

23 102. Defendants’ bottled water was defective and unreasonably dangerous in that  
24 Defendants failed to provide warnings about elevated levels of toxins in their products, the  
25 existence of which Defendants either knew or should have known about.

26 103. If adequately warned, Plaintiffs would have taken precautions to avoid the injury.

27 104. As a direct and proximate result of the defective nature of the Defendants’ lack of  
28 warning instructions on their bottled water products, Plaintiffs have suffered substantial, adverse

1 health consequences, including severe liver damage.

2 105. As a direct and proximate result of Plaintiffs' consumption of Defendants' bottled  
3 water, they now require medical monitoring to evaluate, test, and/or remedy the disorders caused  
4 by said consumption and exposure, with costs for the same in excess of Fifteen Thousand Dollars  
5 (\$15,000.00).

6 106. The equitable remedy of medical monitoring is appropriate equitable relief in light  
7 of Defendants' conduct since the prospective medical evaluation, testing and medical for  
8 disabilities would have been completely unnecessary had the Defendants warned Plaintiffs of  
9 toxins in their bottled water products.

10 107. As a direct and proximate result of these acts and omissions, Plaintiffs have  
11 incurred, and will incur, present and past medical expenses, in excess of Fifteen Thousand Dollars  
12 (\$15,000.00).

13 108. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
14 have incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

15 109. In carrying out its responsibilities for the design, manufacturer, testing, labeling,  
16 distribution, marketing, and sale of their bottled water, Defendants acted with fraud, malice,  
17 express or implied, oppression and/or conscious disregard of the safety of others. As a direct and  
18 proximate result of the conduct of Defendants, Plaintiffs are entitled to punitive damages in excess  
19 of Fifteen Thousand Dollars (\$15,000.00).

20 110. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
21 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

22 **SECOND CAUSE OF ACTION**

23 **(Breach of Implied Warranty of Merchantability Against the Real Water Defendants)**

24 111. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
25 110 above.

26 112. An implied warranty of merchantability existed between Plaintiffs and Defendants  
27 under Nevada Law, i.e., NRS 104.2314.

28 113. The Defendants sold bottled water products with toxins to Plaintiffs.

1 114. The Defendants breached the implied warranty of merchantability when they sold  
2 toxic bottled water products to Plaintiffs.

3 115. As a direct result of the Defendants' breach of implied warranty of  
4 merchantability, Plaintiffs have been damaged.

5 116. As a direct and proximate result of the breach of warranty, Plaintiffs have suffered  
6 substantial, adverse health consequences, including severe liver damage.

7 117. As a direct and proximate result of Plaintiffs consumption of Defendants' toxic  
8 bottled water products, they now require medical monitoring to evaluate, test, and/or remedy the  
9 disorders caused by said consumption and exposure, with costs for the same in excess of Fifteen  
10 Thousand Dollars (\$15,000.00).

11 118. The equitable remedy of medical monitoring is appropriate equitable relief in light  
12 of Defendants' conduct since the prospective medical evaluation, testing and medical care for  
13 disabilities would have been completely unnecessary had Defendants warned Plaintiffs of toxins  
14 in their bottled water.

15 119. As a direct and proximate result of the breach of warranty, Plaintiffs have incurred,  
16 and will incur, present and future medical expenses, in excess of Fifteen Thousand Dollars  
17 (\$15,000.00).

18 120. As a direct and proximate result of the breach of warranty, Plaintiffs have incurred  
19 permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

20 121. It has been necessary for Plaintiffs to retain the services of counsel to represent  
21 them in bringing this action, and Plaintiffs are entitled to recovery of attorneys' fees and costs  
22 incurred herein.

23 **THIRD CAUSE OF ACTION**  
24 **(Negligence Per Se - Adulterated Product Against the Real Water Defendants)**

25 122. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
26 121 above.

27 123. NRS 585.300 provides in pertinent part that "[a] good shall be deemed to be  
28 adulterated if: 1. It bears or contains any poisonous or deleterious substance which may render it

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1 injurious to health unless the substance is not as added substance and the quantity of the substance  
2 does not ordinarily render it injurious to health . . . .”

3 124. NRS 585.310 provides in pertinent part that “[a] good shall be deemed to be  
4 adulterated . . . 3. If damage or inferiority has been concealed in any manner . . . .”

5 125. NRS 585.320 provides in pertinent part that “[a] good shall be deemed to be  
6 adulterated if it falls below the standard of purity, quality or strength which it purports or is  
7 represented to possess.”

8 126. NRS 585.520 provides in pertinent part that “[t]he following acts and the causing  
9 thereof within the State of Nevada are hereby prohibited: 1. The manufacture, sale or delivery,  
10 holding or offering for sale of any good, drug, device or cosmetic that is adulterated or  
11 misbranded.”

12 127. NRS 585.550 provides that a person who violates the foregoing provisions is  
13 “guilty of a gross misdemeanor.”

14 128. The Nevada Supreme Court has held that knowledge is not a necessary element  
15 for a violation of NRS 585.520. See Duchess Business Services, Inc. v. Nevada State Board of  
16 Pharmacy, 181 P.2d 1159, 1169 (2008) (“[W]e conclude that NRS 585.520(1) contains no  
17 knowledge requirement and that liability may be imposed under that section absent consciousness  
18 of any wrongdoing.”)

19 129. Defendants breached their duty of care by manufacturing, selling, delivering,  
20 holding, or offering to sell adulterated bottled water products to Plaintiffs.

21 130. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
22 suffered substantial, adverse medical consequences in the form of severe liver damage.

23 131. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
24 consumed and were therefore exposed to toxins in the bottled water and now require medical  
25 monitoring to evaluate, test, and/or remedy the disorders caused by said consumption and  
26 exposure, with costs for the same far in excess of Fifteen Thousand Dollars (\$15,000.00).

27 132. The equitable remedy of medical monitoring is appropriate equitable relief in light  
28 of Defendants’ conduct since the prospective medical evaluation, testing and medical for

1 disabilities would have been completely unnecessary had Plaintiffs not been exposed to toxins  
2 caused by Defendants' conduct.

3 133. As a direct and proximate result of these acts and omissions, Plaintiffs have  
4 incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
5 Dollars (\$15,000.00).

6 134. As a direct and proximate result of the acts and omissions of Defendants,  
7 Plaintiffs' have incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

8 135. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
9 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

10 **FOURTH CAUSE OF ACTION**  
11 **(Negligence Against the Real Water Defendants)**

12 136. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
13 135 above.

14 137. Defendants owed a duty of care to Plaintiffs in the design, manufacture,  
15 construction, assembly, testing, labeling, distribution, marketing and sale of their bottled water  
16 and breached that duty of care.

17 138. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
18 suffered substantial, adverse medical consequences in the form of severe liver damage.

19 139. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
20 consumed and were therefore exposed to toxins in the bottled water they consumed, and now  
21 require medical monitoring to evaluate, test, and/or remedy the disorders caused by said  
22 consumption and exposure, with costs for the same far in excess of Fifteen Thousand Dollars  
23 (\$15,000.00).

24 140. The equitable remedy of medical monitoring is appropriate equitable relief in light  
25 of Defendants' conduct since the prospective medical evaluation, testing and medical care for  
26 disabilities would have been completely unnecessary had the Plaintiffs not been exposed to toxins  
27 caused by Defendants' negligent and reckless conduct.

28 ///

1 141. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
2 have incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
3 Dollars (\$15,000.00).

4 142. As a direct and proximate result of the acts and omissions of Defendants, the  
5 Plaintiffs have incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

6 143. As a direct and proximate result of these negligent acts and omissions, Plaintiffs  
7 will suffer future lost wages, in excess of Fifteen Thousand Dollars (\$15,000.00).

8 144. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
9 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

10 **FIFTH CAUSE OF ACTION**

11 **(Strict Liability – Unreasonably Dangerous Against the Real Water Defendants)**

12 145. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
13 144 above.

14 146. Defendants' bottled water products are further defective and unreasonably  
15 dangerous because their elevated levels of toxins rendered them unsuited to perform reasonably  
16 as expected in light of their nature and intended function.

17 147. Defendants' bottled water products are more dangerous than would be  
18 contemplated by the ordinary user having the ordinary knowledge available in the community  
19 given the presence of toxins therein.

20 148. Plaintiffs were exposed to Defendants' bottled water products through retail  
21 purchases and consumption of the same, as was intended by Defendants.

22 149. Safer alternative ingredients, materials, and/or designs were available at all  
23 relevant times, beginning when Plaintiffs first purchased Defendants' bottled water products.

24 150. As a direct and proximate result of the elevated levels of toxins in Defendants'  
25 bottled water products, Plaintiffs have suffered substantial, adverse health consequences,  
26 including severe liver damage.

27 151. As a direct and proximate result of the Plaintiffs' consumption of Defendants'  
28 toxins, which were in their bottled water products, Plaintiffs now require medical monitoring to



1 evaluate, test, and/or remedy the disorders caused by said consumption and exposure, with costs  
2 for the same in excess of Fifteen Thousand Dollars (\$15,000.00).

3 152. The equitable remedy of medical monitoring is appropriate equitable relief in light  
4 of Defendants' conduct since the prospective medical evaluation, testing and medical for  
5 disabilities would have been completely unnecessary had Plaintiffs not been exposed to toxins in  
6 Defendants' bottled water products.

7 153. As a direct and proximate result of these acts and omissions, Plaintiffs have  
8 incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
9 Dollars (\$15,000.00).

10 154. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
11 incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

12 155. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
13 will incur medical expenses and been required to provide care and comfort, in excess of Fifteen  
14 Thousand Dollars (\$15,000.00).

15 156. In carrying out its responsibilities for the design, manufacture, testing, labeling,  
16 distribution, marketing, and sale of their bottled water products, Defendants acted with fraud,  
17 malice, express or implied, oppression and/or conscious disregard of the safety of others. As a  
18 direct and proximate result of the conduct of Defendants, the Plaintiffs are entitled to punitive  
19 damages in excess of Fifteen Thousand Dollars (\$15,000.00).

20 157. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
21 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

22 **SIXTH CAUSE OF ACTION**  
23 **(Strict Liability – Failure to Warn Against the ORP Entities)**  
24 **(Alter Ego Liability Only – Defendants SID US, Inc. and SID International)**

25 158. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
26 157 above.

27 159. The MW 500 ORP meter was defective and unreasonably dangerous in that  
28 Defendant Hanna Instruments and Defendant Milwaukee Instruments failed to provide prominent  
warnings on the meter (e.g., warning decals) or in the Users Manual, including warnings about

1 the following hazards:

2 (1) that ORP meters cannot effectively read a negative ORP state unless the platinum  
3 probe is properly oxidized;

4 (2) that the MW 500 meter must be cleaned every 30 days;

5 (3) that the MW 500 meter must be calibrated every 30 days; and

6 (4) that the MW meter must be replaced every 12 to 14 months, especially when used for  
7 negative ORP readings.

8 160. If provided an adequate warning, the employees of Real Water would have  
9 changed their behavior by taking any one of the following actions that would have prevented the  
10 outbreaks in this case:

11 (1) adopting a manufacturing methodology that did not place such heavy emphasis on the  
12 MW 500 ORP meter as the determinant of whether or not the concentrate level of the water was  
13 safe;

14 (2) ensuring that the platinum probes of the MW 500 ORP meter were cleaned every 30  
15 days;

16 (3) ensuring that the MW 500 meter was calibrated every 30 days; or

17 (4) ensuring that the MW 500 ORP meter was replaced every year.

18 161. As a direct and proximate result of the elevated levels of toxins in Defendants'  
19 bottled water products, Plaintiffs have suffered substantial, adverse health consequences,  
20 including severe liver damage.

21 162. As a direct and proximate result of the Plaintiffs' consumption of Defendants'  
22 toxins, which were in their bottled water products, Plaintiffs now require medical monitoring to  
23 evaluate, test, and/or remedy the disorders caused by said consumption and exposure, with costs  
24 for the same in excess of Fifteen Thousand Dollars (\$15,000.00).

25 163. The equitable remedy of medical monitoring is appropriate equitable relief in light  
26 of Defendants' conduct since the prospective medical evaluation, testing and medical for  
27 disabilities would have been completely unnecessary had Plaintiffs not been exposed to toxins in  
28 Defendants' bottled water products.

1 164. As a direct and proximate result of these acts and omissions, Plaintiffs have  
2 incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
3 Dollars (\$15,000.00).

4 165. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
5 incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

6 166. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
7 will incur medical expenses and been required to provide care and comfort, in excess of Fifteen  
8 Thousand Dollars (\$15,000.00).

9 167. In carrying out its responsibilities for the design, manufacture, testing, labeling,  
10 distribution, marketing, and sale of their ORP Meter, Defendants Hanna Instruments, Inc.,  
11 Milwaukee Instruments, Inc., Hanna Instruments SRL, Hanna Instruments Romania SRL, Dosing  
12 Pumps SRL, SID International, and SID US, Inc. acted with fraud, malice, express or implied,  
13 oppression and/or conscious disregard of the safety of others. As a direct and proximate result of  
14 the conduct of Defendants, the Plaintiffs are entitled to punitive damages in excess of Fifteen  
15 Thousand Dollars (\$15,000.00).

16 168. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
17 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

18 **SEVENTH CAUSE OF ACTION**  
19 **(Strict Liability – Unreasonably Dangerous Against the ORP Entities)**  
20 **(Alter Ego Liability Only – Defendants SID US, Inc. and SID International)**

21 169. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through  
22 168 above.

23 170. The MW 500 ORP Meter is an unreasonably dangerous product because  
24 consumers would not expect:

25 (1) that the MW 500 ORP meter would not give accurate readings when used for  
26 negative ORP measurements or

27 (2) that the MW 500 would not give accurate readings when used for negative ORP  
28 measurements unless rigorously cleaned every 30 days.

///

1           171. As a direct and proximate result of the elevated levels of toxins in Defendants'  
2 bottled water products, Plaintiffs have suffered substantial, adverse health consequences,  
3 including severe liver damage.

4           172. As a direct and proximate result of the Plaintiffs' consumption of Defendants'  
5 toxins, which were in their bottled water products, Plaintiffs now require medical monitoring to  
6 evaluate, test, and/or remedy the disorders caused by said consumption and exposure, with costs  
7 for the same in excess of Fifteen Thousand Dollars (\$15,000.00).

8           173. The equitable remedy of medical monitoring is appropriate equitable relief in light  
9 of Defendants' conduct since the prospective medical evaluation, testing and medical for  
10 disabilities would have been completely unnecessary had Plaintiffs not been exposed to toxins in  
11 Defendants' bottled water products.

12           174. As a direct and proximate result of these acts and omissions, Plaintiffs have  
13 incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
14 Dollars (\$15,000.00).

15           175. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
16 incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

17           176. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
18 will incur medical expenses and been required to provide care and comfort, in excess of Fifteen  
19 Thousand Dollars (\$15,000.00).

20           177. In carrying out its responsibilities for the design, manufacture, testing, labeling,  
21 distribution, marketing, and sale of their ORP Meter, Defendants Hanna Instruments, Inc.,  
22 Milwaukee Instruments, Inc., Hanna Instruments SRL, Hanna Instruments Romania SRL, Dosing  
23 Pumps SRL, SID International, and SID US, Inc. acted with fraud, malice, express or implied,  
24 oppression and/or conscious disregard of the safety of others. As a direct and proximate result of  
25 the conduct of Defendants, the Plaintiffs are entitled to punitive damages in excess of Fifteen  
26 Thousand Dollars (\$15,000.00).

27           178. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
28 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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**EIGHTH CAUSE OF ACTION**

**(Strict Liability – Breach of the Implied Warranty of Fitness for a Particular Purpose  
Against the ORP Entities)  
(Alter Ego Liability Only – Defendants SID US, Inc. and SID International)**

179. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through 178 above.

180. Defendants Milwaukee Instruments and Defendant Hanna Instruments entered into a contract for the sale of goods, relevantly ORP meters.

181. Defendants Milwaukee Instruments and Defendant Hanna Instruments had a reason to know that the ORP meters which it sold were used for the purpose of alkaline water production via their communications and contacts with employees of the Real Water Defendants.

182. Plaintiffs relied on Defendants Milwaukee Instruments and Defendant Hanna Instruments expertise, skill, or judgment to select or furnish suitable ORP meters or other suitable related goods.

183. The subject ORP meters provided were not fit for the purpose of alkaline water production.

184. Therefore, under NRS 104.12315, Defendants breached the implied warranty for a particular purpose.

185. The warranty was not excluded or modified by NRS 104.2316.

186. As a direct and proximate result of the elevated levels of toxins in Defendants' bottled water products, Plaintiffs have suffered substantial, adverse health consequences, including severe liver damage.

187. As a direct and proximate result of the Plaintiffs' consumption of Defendants' toxins, which were in their bottled water products, Plaintiffs now require medical monitoring to evaluate, test, and/or remedy the disorders caused by said consumption and exposure, with costs for the same in excess of Fifteen Thousand Dollars (\$15,000.00).

188. The equitable remedy of medical monitoring is appropriate equitable relief in light of Defendants' conduct since the prospective medical evaluation, testing and medical for disabilities would have been completely unnecessary had Plaintiffs not been exposed to toxins in

1 Defendants' bottled water products.

2 189. As a direct and proximate result of these acts and omissions, Plaintiffs have  
3 incurred, and will incur, present and future medical expenses, in excess of Fifteen Thousand  
4 Dollars (\$15,000.00).

5 190. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
6 incurred permanent injuries, in excess of Fifteen Thousand Dollars (\$15,000.00).

7 191. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
8 will incur medical expenses and been required to provide care and comfort, in excess of Fifteen  
9 Thousand Dollars (\$15,000.00).

10 192. In carrying out its responsibilities for the design, manufacture, testing, labeling,  
11 distribution, marketing, and sale of their ORP Meter, Defendants Hanna Instruments, Inc.,  
12 Milwaukee Instruments, Inc., Hanna Instruments SRL, Hanna Instruments Romania SRL, Dosing  
13 Pumps SRL, SID International, and SID US, Inc. acted with fraud, malice, express or implied,  
14 oppression and/or conscious disregard of the safety of others. As a direct and proximate result of  
15 the conduct of Defendants, the Plaintiffs are entitled to punitive damages in excess of Fifteen  
16 Thousand Dollars (\$15,000.00).

17 193. Plaintiffs have been required to retain legal counsel to prosecute this action, and  
18 are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for relief and damages as follows, that the court:

1. Order the equitable remedy of medical monitoring to evaluate, test, treat, and remedy the Plaintiff’s disorders;
2. Award compensatory damages to Plaintiffs for the Defendants’ wrongful conduct detailed above in excess of Fifteen Thousand;
3. Award punitive damages for the Defendants’ wrongful conduct in excess of Fifteen Thousand;
4. Award pre- and post-judgment interest;
5. Award to Plaintiffs all attorneys’ fees and costs; and
6. Award such other and further relief, as this Court deems just and appropriate.

DATED this 14th day of March, 2023.

**KEMP JONES, LLP**

/s/ Will Kemp  
WILL KEMP, Esq.,  
Nevada Bar No. 1205  
ERIC PEPPERMAN, Esq.,  
Nevada Bar No. 11679  
BREANNA SWITZLER, Esq.,  
Nevada Bar No. 15653  
*Attorneys for Plaintiffs*

**JURY DEMAND**

In accordance with NRCp 38(b), Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED tthis 14th day of March, 2023.

**KEMP JONES, LLP**

/s/ Will Kemp  
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ERIC PEPPERMAN, Esq.,  
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