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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL DIVISION

Estate of Denise Lozano, Raquel Lozano
Davis, an Individual and as the Authorized
Personal Representative of the Estate of
Denise Lozano, Mary Yolanda Lozano,
and Desmond Lozano

Plaintiffs,

v.

Christian Lee Allbert, an Individual, All
One God Faith, Inc., dba Dr. Bronner's All-
One, a California Corporation; David
Bronner, an Individual, Mia Bronner, an
Individual; Terry Lenley, an Individual; and
DOES 1-25

Defendants.

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By C. Martinez, Deputy Clerk

Case No.: 24CU026973C

COMPLAINT FOR DAMAGES:

1. Wrongful Death
2. Survival Action
3. Negligence
4. Unlicensed Practice of Medicine
5. Ca H&S Code Sec. 11700, et seq.
6. Fraud

Judge: Hon. Matthew C. Braner

Dept: Dept. 60

CMC:

TRC:

Trial Date:

Motion Hearing Date:

Motion Hearing Time:

JURY DEMAND

COMPLAINT

Plaintiffs allege as follows:

THE PLAINTIFFS

1. Denise Lozano (“DENISE”) was a vibrant, creative, loyal, trusting and loving healthy fifty-year old woman who died as a result of the reckless and wrongful conduct of Defendants on December 10, 2022 in her home at 1926 San Diego Avenue, San Diego, California.
2. Plaintiff ESTATE OF DENISE LOZANO, was at all times relevant, a resident of San Diego County. She was born on December 21, 1971 in Corpus Christi, Texas, and as a result of Defendants’ reckless and negligent conduct as alleged below, died unnecessarily and through no cause of her own but instead, as a result of her reliance, trust and faith in those that wrongfully placed her in harm’s way.
3. Plaintiff RAQUEL LOZANO DAVIS (“RAQUEL”) is the sister of DENISE and the authorized Personal Representative of the Estate. RAQUEL will comply with section 15637.3(d) of the Welfare and Institutions Code by filing a Successor-In-Interest declaration pursuant to Code of Civil Procedure section 377.32. At all relevant times, RAQUEL maintained a residency in San Diego County, California.
4. Plaintiff MARIA YOLANDA LOZANO is the mother of DENISE and at all relevant times, a resident of Corpus Christi, Texas.
5. Plaintiff DESMOND LOZANO is the son of DENISE and at all relevant times, a resident of San Marcos, Texas.
6. The Estate, Raquel, Maria, and Desmond are collectively referred to as “PLAINTIFFS”.

THE DEFENDANTS

7. At all relevant times, DEFENDANT CHRISTIAN LEE ALLBERT (“ALLBERT”) was a resident of San Diego County, providing services and products to the residents of San Diego County, the employees of Defendant All

One God, Inc., and others, and maintains a physical address in Encinitas, California.

8. DEFENDANT ALLBERT is a self-proclaimed “Qigong” practioner and claims to have been “assisting people for over forty years who have been suffering from emotional, physical, mental and spiritual imbalances”, holds “classes” in the public park of the City of Encinitas plying his trade, provides massage and related services and products approved and/or referred by the other DEFENDANTS to Dr. Bronner’s employees, and is a recently convicted drug-dealing felon in the matter of The People of State of California v. Christian Lee Allbert, Case No.: CN447907.
9. Upon information and belief, PLAINTIFFS allege that DEFENDANT ALLBERT was introduced via a Dr. Bronner’s employee to DENISE’s employer, DEFENDANT ALL ONE GOD FAITH, INC., dba Dr. Bronner’s (“DEFENDANT DR. BRONNER”) and/or DEFENDANTS DAVID BRONNER and MIA BRONNER, h/w, to provide various products and services to its owner(s), DEFENDANTS DAVID and MIA BRONNER, and DEFENDANT DR. BRONNER’s other employees, managers, and/or supervisors, as a part of its “wellness” program.
10. DEFENDANT DR. BRONNER’s is a California corporation with a primary business address at 1335 Park Center Drive, Vista, Ca. 92081 whose primary business is the manufacture, sale, marketing, and distribution of its “magic soap”.
11. DEFENDANT DAVID BRONNER was at all times relevant, a resident of San Diego County, the CEO of DEFENDANT DR. BRONNER, the leader of the “Foamy Homies”, (which at all relevant times, constituted the inner circle “crew” of trusted associates / employees at DR. BRONNER’s), and an advisor,

1 supervisor, and trusted friend and confidant of DENISE, as well as a recipient of
2 DEFENDANT ALLBERT's products and services on multiple occasions.

3 12.DEFENDANT MIA BRONNER was at all times relevant, a resident of San
4 Diego County, and a supervisor, manager, employee, co-leader and/or manager
5 of the "Foamy Homies", an advisor, supervisor, and trusted friend and confidant
6 of DENISE, as well as a recipient of DEFENDANT ALLBERT's products and
7 services on multiple occasions.

8 13.DEFENDANT Terry Lenley aka "T-Love" ("DEFENDANT T-LOVE"), was at
9 all relevant times, a resident of San Diego County, who's address is currently
10 unknown, and an employee, and/or manager, and/or supervisor at
11 DEFENDANT DR. BRONNER and a primary participant / leader of the Foamy
12 Homies.

13 14.The Foamy Homies are a "crew" of DEFENDANT DR. BRONNER's
14 comprised of employees and friends whose mission is to "unite communities,
15 uplift spirits, and spread joy with magic foam, free plant-based meals, art,
16 music, dance, disaster relief."

17 15.DEFENDANTS engaged in the acts alleged herein and/or condoned, permitted,
18 authorized, and/or ratified the conduct of its employees, members, officers,
19 and/or directors, and agents and each is vicariously liable for the wrongful
20 conduct of its employees, subcontractors, members, officers, and/or directors,
21 and agents alleged herein.

22 16.The true names and capacities, whether individual, corporate, associate or
23 otherwise, of DOES 1 through 25, inclusive, are unknown to PLAINTIFFS, who
24 therefore sues these DEFENDANTS by their fictitious names. PLAINTIFFS are
25 informed and believe, and based thereon alleges, that each of the
26 DEFENDANTS designated herein as a fictitiously named DEFENDANT is in
27 some manner responsible for the events and happenings herein referred to, either
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1 contractually or tortuously, and caused the damage to PLAINTIFFS herein
2 alleged. When PLAINTIFFS ascertains the true names and capacities of DOES
3 1 through 25, inclusive, PLAINTIFFS will seek leave of this Court to amend
4 this Complaint.

5 17. Each DEFENDANT and DOES Defendant were in some manner responsible for
6 the harm, losses and damages suffered by PLAINTIFFS; and while participating
7 in such acts and/or omissions, each DEFENDANT was the agent, alter ego,
8 conspirator, and aider and abettor of the other DEFENDANTS and entities and
9 was acting in the course and scope of such agency and/or acted with the
10 permission, consent, authorization or ratification of the other DEFENDANTS.

11 JURISDICTION AND VENUE

12 18. This Court has jurisdiction over the causes of action asserted because the acts
13 alleged in the Complaint occurred in the City and County of San Diego.

14 19. Venue is proper in the City and County of San Diego under Ca. Code of Civil
15 Procedure §395(a) based on the facts and that the Defendants reside in San
16 Diego and the events and injuries described occurred in the City limits of San
17 Diego at DENISE's home on San Diego Avenue, San Diego, California.

18 STATEMENT OF FACTS

19 20. Prior to her full-time employment with DEFENDANT DR. BRONNER's,
20 DENISE volunteered her services and expertise as a builder, cook, and organizer
21 and physical labor for approximately six (6) years.

22 21. During that time, the DEFENDANTS ingratiated themselves to her, wooed and
23 included her into their spiritual and cultural events, made her a part of the
24 Foamy Homies, and led her to believe DR. BRONNER's pursuits and mission
25 were altruistic, egalitarian, and intended to create a better "spaceship" out of
26 Planet Earth.
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- 1 22. Consistent with her volunteer service to DEFENDANT DR. BRONNER's,
2 DENISE had previously engaged actively in charitable work which included
3 hurricane disaster relief in Immokalee, Florida, and other natural disaster relief
4 efforts and political action activities in California, Nevada, Washington, D.C.,
5 and Asheville, N.C.
- 6 23. DEFENDANTS led DENISE to believe that she had become an integral part of
7 their family, that they loved her and would care for her, and at all times held her
8 best interests in highest regard and care and by doing so, created a duty of care
9 and loyalty to DENISE upon which DENISE reasonably relied to her detriment
10 and injury as alleged herein.
- 11 24. DENISE's vulnerabilities in connection with her dyslexia and back injury were
12 well known to the Bronner-related Defendants and is one of the several reasons
13 for which DENISE reposed great trust and confidence in them in connection
14 with their guidance, advice, and in particular, provision of services for her
15 mental and physical wellbeing.
- 16 25. DENISE is believed to have suffered a back injury driving a large truck and/or
17 bus with an improperly equipped seat to transport the DR. BRONNER's
18 "Foamy Homies" and other DR. BRONNER's employees and friends and their
19 belongings and equipment to the Burning Man event in Nevada.
- 20 26. As a result of her disability, the personal, social, and cultural activities
21 sponsored personally by DEFENDANT DR. BRONNER's, and the close
22 personal relationship formed by DEFENDANTS DAVID BRONNER and MIA
23 BRONNER with DENISE, DENISE reposed great trust and confidence in these
24 DEFENDANTS such that DAVID and MIA were capable of and in fact did
25 exert undue influence over DENISE.
- 26 27. As a result of her disability, the personal, social, and cultural activities
27 sponsored by DEFENDANT DR. BRONNER's, and the close personal
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relationship he intentionally formed with DENISE, DENISE reposed great trust and confidence in DEFENDANT T-LOVE such that he was capable of and in fact did exert undue influence over DENISE.

28. Upon information and belief, DEFENDANT DR. BRONNER's provides its employees with a Ketamine-Assisted Therapy as part of its "wellness" program.

29. Upon information and belief, PLAINTIFFS allege that DENISE was told on several occasions that the company's philosophy around injury is that "physical pain is past emotional trauma leaving the body" and the wellness program was intended to facilitate this transformation.

30. All DEFENDANTS knew of DENISE's back injury, related workers compensation claim, and her need for medical and physical therapy benefits which were up until the day of her death, primarily being provided by licensed and trained professional medical personnel paid for by an insurance carrier in coordination with the company's employee benefits programs.

31. Upon information and belief, PLAINTIFFS allege that after being introduced to DEFENDANTS DR. BRONNER's, DAVID and MIA BRONNER, DEFENDANT ALLBERT became referred throughout the company and in particular, among the Foamy Homies for the alternative products and services he provided to the company employees during and/at company sponsored events.

32. Upon information and belief, at all relevant times, the Foamy Homie events are sponsored by DEFENDANT DR. BRONNER and as evidenced by their facebook page and other social media postings, appear to be overseen, organized, and orchestrated by the company's CEO (also known as the "Cosmic Engagement Officer"), DEFENDANT DAVID BRONNER. At these events, "magic soap" is provided in a colorful slippery, soapy, and bubbly environment.

33. It is common well-known practice amongst the members and participants of this "crew" to use drugs to enhance their mission and experience.

1 34.DEFENDANTS DR. BRONNER's and DAVID BRONNER are aware of the
2 formal and informal policies of the company "crews" including their use of
3 medicinal substances to enhance their experience and fun.

4 35.One of the DR. BRONNER Defendants admitted over the phone in response to
5 an inquiry about the cause of DENISE's death the following, or in words to the
6 effect, that: "Damnit, I've been telling the crew not to take so many drugs
7 especially Ketamine because we have enough fun without that shit. I don't take
8 it but they all do."

9 36.With the advice, consent, and knowledge of DEFENDANTS DR. BRONNER,
10 DAVID BRONNER, MIA BRONNER, and T-LOVE, DENISE was led to
11 believe that the services and products of DEFENDANT ALLBERT were part of
12 the DR. BRONNER wellness program available to the inner circle of the Foamy
13 Homies and that she should allow DEFENDANT ALLBERT to provide her
14 with Ketamine massage services, that those services would be paid for and/or
15 gifted to her by one or more of the DEFENDANTS, all to treat DENISE's work
16 related back injury in connection with the company's wellness program.

17 37.At all relevant times, these DEFENDANTS encouraged, advised, and referred
18 her to DEFENDANT ALLBERT, and/or gifted DENISE with a Ketamine
19 Massage and related services and products from DEFENDANT ALLBERT to
20 treat her work-related back injury.
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22 38.DEFENDANTS knew from personal experience that the services and products
23 provided by DEFENDANT ALLBERT could and would cause serious bodily
24 injury and/or death and were not part of the company's formally approved
25 Ketamine Therapy program.

26 39.DEFENDANTS knew that DENISE did not understand or draw any distinction
27 between the company formally sponsored wellness program and the informally
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sponsored wellness program DEFENDANT ALLBERT serviced in connection with her work-related injury.

40. These DEFENDANTS further knew DEFENDANT ALLBERT's products and services were not approved or legally available through the licensed medical providers identified by DEFENDANT DR. BRONNER's in its written and distributed policies and procedures.

41. Upon information and belief, the blood tests in her medical records prior to her death establish that DENISE was not a reckless or regular user of illegal substances.

42. Indeed, DEFENDANTS were also aware that DENISE was not an active participant in the inner circle, or company at large, alternative medicinal paths to spiritual growth, and for that reason, she was regularly the designated driver for company sponsored events, including Foamy Homie and the Burning Man event during which she suffered her injury.

43. As is believed to be known to DEFENDANTS, DENISE had previously received Ketamine therapy from a licensed provider for relief from her back injury.

44. DENISE reasonably believed and justifiably relied on DEFENDANTS' assurances and the confidence she reposed in the Bronner Defendants, that she would be in safe hands with DEFENDANT ALLBERT as he was repeatedly used and referred by DR. BRONNER's owner and employees including David Bronner, Mia Bronner T-Love Lenley, Rhythm Turner, Kiyenne Light, and other Dr. Bronner's employees for his services and products.

45. On December 10, 2022, DEFENDANT ALLBERT fraudulently, deceptively, by the use of trickery, and/or negligently, in combination with the substantial advice and encouragement of the other DEFENDANTS caused DENISE to unknowingly ingest MDA, MDMA, and Ketamine, and/or a combination of

1 those substances as paid for by one or more of the Co-Defendants resulting in
2 her death.

3 46. The substances provided to DENISE were negligently and/or recklessly
4 provided by and/or administered by DEFENDANT ALLBERT in sufficient
5 quantity to cause her death from acute intoxication.

6 47. Upon information and belief, DENISE's death and PLAINTIFFS' injuries were
7 a foreseeable consequence to the DEFENDANTS because DEFENDANTS
8 knew DENISE had family members with whom she was close, and knew,
9 because as alleged, one or more of the DEFENDANTS had previously
10 personally participated, purchased, and received services and products from
11 DEFENDANT ALLBERT and knew that he provided unsafe products and
12 services that could and would cause serious bodily injury and/or death.

13 48. Contrary to the other DEFENDANT'S close personal relationships with
14 DEFENDANT ALLBERT, upon information and belief, DENISE met
15 DEFENDANT ALLBERT shortly before the Massage and would not have
16 received the services and/or products that contributed to her death if she had not
17 been employed by DEFENDANT DR. BRONNER's and the services / products
18 were not offered in connection with the designated treatment for her back.

19 49. DEFENDANT ALLBERT had been highly recommended by the
20 DEFENDANTS and his products and services had been paid for by one or more
21 of the DEFENDANTS on her behalf and was intended to provide her medical
22 treatment and relief as part of the company "wellness" program.

23 50. DENISE allowed DEFENDANT ALLBERT into her home the afternoon of
24 December 10, 2022 in reliance on and solely because of the undue influence of
25 the Bronner-related DEFENDANTS and the love and trust she reposed in them.

26 51. Upon information and belief, DEFENDANT ALLBERT falsely, recklessly,
27 and/or negligently represented to DENISE that he was providing a Ketamine
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1 message that was safe leading her to justifiably believe that the services and
2 products she would be receiving were as she had previously received and what
3 others in the company had received.

4 52.DEFENDANT ALLBERT did not advise or inform DENISE that he was
5 providing her with MDA or MDMA, or any other controlled substances in
6 combination with MDA or MDMA.

7 53.DEFENDANTS DAVID and MIA BRONNER knew, or should have known, of
8 DEFENDANT ALLBERT's provision and use of MDA and/or MDMA in
9 connection with his services, and the effects of same from their personal
10 experiences with DEFENDANT ALLBERT and in particular, DEFENDANT
11 DAVID's personal involvement, lecturing, writing, and investigations into
12 controlled mind-altering substances and the laws and regulations controlling
13 MDA / MDMA in particular and psychedelic substances.

14 54.DEFENDANT DAVID BRONNER has openly shared his personal experience
15 with psychedelics, stating they played a significant role in his own personal
16 growth and understanding of life. One of his specific causes has been the public
17 support of MDMA in clinical settings.

18 55. Under DEFENDANT DAVID BRONNER's leadership of DEEFENDANT
19 DR. BRONNER's, the company donated \$5 million to help clinical trials for
20 MDMA-assisted therapy for PTSD.

21 56.DEFENDANT DAVID BRONNER has stated: "MDMA in therapy helps
22 people engage with, process, and resolve extremely difficult emotional and
23 traumatic material, such that in most cases after treatment, PTSD sufferers no
24 longer meet the diagnostic criteria for PTSD."

25 57.DENISE died from an overdose of MDA / MDMA in a non-clinical setting
26 created by the DEFENDANTS from services and products provided by the
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1 Bronner Defendants identified provider, DEFENDANT ALLBERT, as alleged,
2 to treat a work-related injury.

3 58. In that setting, DENISE involuntarily received an undisclosed quantity and type
4 of drug from DEFENDANTS DR. BRONNER's, DAVID and MIA's preferred
5 alternative provider, DEFENDANT ALLBERT as part of the company
6 "wellness" program, a program over which the Bronner Defendants retained
7 exclusive control.

8 59. Instead of offering the company publicly posted Ketamine wellness program to
9 DENISE, upon information and belief, the Bronner Defendants identified,
10 referred, gifted, and/or provided DEFENDANT ALLBERT as part of the
11 company extended wellness program to provide the Ketamine Massage.

12 60. The Bronner Defendants knew, or should have known, that DEFENDANT
13 ALLBERT would be integrating and/or administering MDMA along with
14 Ketamine consistent with the company's informal policy and philosophy, that
15 this and other regulated substances should be more freely available and used to
16 treat injuries.

17 61. The allure of being part of the DR. BRONNER's family, the social contributions
18 that the company appeared to give via its non-profit associations, and the "love"
19 and "friendship" practiced by her co-employees with particular regard towards
20 her, led her to believe that the employment and related company informal
21 wellness program and work environment were safe and that she could trust in
22 the supervision, advice, and direction of her superiors, in particular her close
23 personal friends DEFENDANTS DAVID and MIA BRONNER, in accepting
24 the products and services of DEFENDANT ALLBERT to alleviate the pain and
25 suffering from her back injury sustained driving the company vehicle to a
26 Burning Man event.
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1 62. Upon information and belief, PLAINTIFFS allege that DEFENDANT DR.
2 BRONNER's informal wellness program and related company policy as alleged
3 herein, its purpose and experiment to create a better "spaceship" Earth, created
4 instead a hazardous and unsafe workplace environment, all constituting a breach
5 of the duties DEFENDANTS BRONNER's, DAVID and MIA owed DENISE
6 as her employer in the State of California.

7 63. As a result of DEFENDANTS' wrongful conduct as alleged, and the trust and
8 confidence she placed in DEFENDANTS, DENISE was wrongfully deprived
9 and/or denied proper medical care for her back injury and instead was provided
10 with the services and controlled substances administered by DEFENDANT
11 ALLBERT as an extended component of the company's wellness program.

12 64. As a result of DEFENDANTS' undue influence over her and their negligent
13 and/or reckless suggestion, referral, advice, and the delivery and provision to her
14 of unlicensed medical services and unlicensed treatment without the required
15 notices for the lawful provision of alternative treatments, each DEFENDANT
16 substantially contributed to DENISE's death.

17 65. As a result of DEFENDANTS' joint and several marketing, provision,
18 distribution, sale, and/or gifting of controlled substances as part of the treatment
19 for her back injury, and failure to warn her of the danger they created,
20 DEFENDANTS deprived DENISE of her informed consent and each
21 substantially contributed to her death.

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23 **FIRST CAUSE OF ACTION**
24 **WRONGFUL DEATH**

25 66. PLAINTIFFS incorporate all prior allegations at this point in full.

26 67. This lawsuit was made necessary by DEFENDANTS' failure to voluntarily step
27 up and take legal responsibility for the harm they caused DENISE whom all but
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1 DEFENDANT ALLBERT publicly professed and proclaimed to love,
2 appreciate, and be her closest friends.

3 68.As a proximate, and substantial effect of each DEENDANTS' acts and
4 omissions as alleged, DENISE's life was cut short unnecessarily, unjustifiably,
5 and without the dignity that she had earned from the people she trusted and that
6 proclaimed to love her the most, the Dr Bronner's family inner identifying as the
7 Foamy Homies.

8 69.But for DEFENDANTS joint and several acts and omissions as alleged,
9 DENISE would not have allowed DEFENDANT ALLBERT into her home, she
10 would not have received, ingested, or been given drugs that were not disclosed
11 or identified to her, none of which she consented to receive, and she would not
12 have died on December 10, 2022. Instead, DENISE would have kept her
13 promise to her finacee's and been on time to her fiancée's art show and opening
14 in San Diego, California as they had planned just before DEFENDANT
15 ALLBERT arrived at their home.

16 70.Prior to the arrival of DEFENDANT ALLBERT at DENISE's home, company
17 employees and Foamy Homies Dave Anderson and Amanda Frizz stopped by
18 her home on the way to the airport to drop off some items they did not want to
19 take on the plane back to Asheville, NC at in the early afternoon on December
20 10, 2022.

21 71.DENISE was clearly not intoxicated, and no controlled substances were in the
22 home. DENISE was on the phone discussing her evening plans to attend her
23 fiancée's art opening, and then attend the birthday party of another company
24 employee, Tim Clark where many of the DR. BRONNER's team would be
25 present.
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- 1 72.DEFENDANT ALLBERT arrived at DENISE's home, upon information and
2 belief, at approximately 2:00 p.m. to treat her back and related physical
3 symptoms by providing a "K-Massage".
- 4 73.Upon information and belief, PLAINTIFFS allege that at approximately 4:20
5 p.m., DEFENDANT ALLBERT sent a text to DEFENDANT MIA BRONNER
6 to report in and told DEFENDANT MIA that things were "going well".
- 7 74.DEFENDANT ALLBERT did not call 911 to report DENISE's death until
8 nearly two (2) hours after the Massage should have ended, and approximately
9 two hours after his text to DFEENDANT MIA BRONNER to update her on the
10 progress of DEFENDANT DR. BRONNER's employee, or about 6:37 p.m.
- 11 75.Upon information and belief, PLAINTIFFS allege that when the police arrived it
12 was obvious that the "scene" was not consistent with the statements made by
13 DEFENDANT ALLBERT and appeared to have been altered and/or arranged
14 and/or cleaned by him to avoid criminal prosecution.
- 15 76.After DENISE did not appear at the art show, Stacy went home to find their
16 home full of police, and DEFENDANT ALLBERT giving the police his
17 statement.
- 18 77.Upon information and belief, DEFENDANT ALLBERT was arrested months
19 later charged with being in possession of cocaine, Ketamine, MDMA / MDA,
20 metal knuckles, and a leaded cane at the time of his arrest leading to the guilty
21 plea and related felony conviction for, it is believed, cocaine, a Class I
22 controlled substance like MDA and MDMA.
- 23 78.Upon information and belief, PLAINTIFFS allege that the other
24 DEFENDANTS knew of some or all of DEFENDANT ALLBERT's illicit
25 activities as a provider and dealer of Ketamine, massages, chemical "formulas",
26 drugs, and related services, prior to DEFENDANT ALLBERT's felony
27 conviction and knew or would have known but for their reckless indifference to
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1 obvious facts, that the drugs he provided as part of his massage and services to
2 them and/or other employees of DR. BRONNER's could kill his customers such
3 as happened to DENISE.

4 79.DEFENDANT ALLBERT's acts and the result were foreseeable to each of the
5 other DEFENDANT'S because of their past personal experiences and company
6 related and sponsored events with this DEFENDANT.

7 80.DEFENDANT ALLBERT's acts and omissions as alleged were a substantial
8 factor in the cause of DENISE's death.

9 81.All DEFENDANTS were each integral parts of the marketing enterprise that
10 resulted in the presence of DEFENDANT ALLBERT in DENISE's home to
11 treat her work-related injury which sadly included the unsafe, and/or
12 undisclosed and/or tainted dangerous and lethal products he provided and/or
13 administered to DENISE.

14 82.Each DEFENDANT substantially contributed to placing the drugs and/or
15 combination of drugs that killed DENISE into the stream of commerce and
16 within the Foamy Homie / DR. BRONNER's community in particular in which
17 DENISE was an innocent victim of the hazardous work environment the
18 DEFENDANTS created.

19 83.DEFENDANTS DR. BRONNER, DAVID and MIA BRONNER, wrongfully
20 and knowingly, exposed DENISE to toxic chemicals in connection with her
21 employment.

22 84.DEFENDANT DAVID BRONNER knew that he exerted undue influence over
23 DENISE and that she trusted in him, that because of her disability and his
24 superior position as her employer, she was especially vulnerable and would and
25 did substantially rely on his advice and assurances, and because of his failure to
26 advise her to avoid DEFENDANT ALLBERT or warn of the possible serious
27 consequences of the treatment he knew DEENDANT ALLBERT would
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1 provide, DENISE reasonably believed it was safe for her to receive the
2 treatment to alleviate her work related injury.

3 85.DEFENDANT MIA BRONNER knew that she exerted undue influence over
4 DENISE and that she trusted in him, that because of her disability and his
5 superior position as her employer, she was especially vulnerable and would and
6 did substantially rely on her advice and assurances, and because of her failure to
7 advise her to avoid DEFENDANT ALLBERT or warn of the possible serious
8 consequences of the treatment she knew DEENDANT ALLBERT would
9 provide, DENISE reasonably believed it was safe for her to receive the
10 treatment to alleviate her work related injury.

11 86.DEFENDANT DAVID BRONNER owed DENISE a duty not to place her in
12 harm's way and because of the trust and confidence she reposed in him and the
13 undue influence he knew he yielded over her, he knew that he could and did lead
14 DENISE to believe that the Massage she was receiving from DEFENDANT
15 ALLBERT was appropriate and safe when in fact, DEFENDANT DAVID knew
16 it was not.

17 87.DEFENDANT MIA BRONNER owed DENISE a duty not to place her in
18 harm's way and because of the trust and confidence she reposed in her and the
19 undue influence she knew she yielded over her, she knew that she could and did
20 lead DENISE to believe that the Massage she was receiving from
21 DEFENDANT ALLBERT was appropriate and safe when in fact,
22 DEFENDANT MIA knew it was not.

23 88.DEFENDANTS DAVID and MIA BRONNER knew that DEFENDANT
24 ALLBERT participated in the activities as alleged herein, and that the products
25 he provided to his clients and DR. BRONNER's employees had a substantial
26 likelihood of causing serious bodily injury and/or death.
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1 89. Upon information and belief, DEFENDANTS DAVID and MIA BRONNER
2 knew that the Massage DENISE would receive could in fact cause her death and
3 that she would not have consented to the Massage in the first instance but for the
4 prominent positions they held in the company and the trust and confidence
5 DENISE reposed in them.

6 90. DEFENDANT MIA BRONNER knew that if she had warned DENISE and/or
7 advised against the Massage, DENISE would not have received it.

8 91. As alleged above upon information and belief, DEFENDANT TERRY
9 LENLEY, alone, and/or in combination with DR. BRONNER's, and/or
10 DEFENDANTS DAVID and MIA BRONNER, paid for and/or provided a gift
11 certificate for the Massage and related services and products provided to
12 DENISE by DEFENDANT ALLBERT.

13 92. DEFENDANT TERRY LENLEY knew that DEFENDANT ALLBERT
14 participated in the activities as alleged herein, and that the products he provided
15 to his clients had a substantial likelihood of causing serious bodily injury and/or
16 death.

17 93. Upon information and belief, DEFENDANT TERRY LENLEY knew that the
18 Massage DENISE would receive could in fact cause her death and that she
19 would not have consented to the Massage in the first instance but for his, and/or
20 DEFENDANT DR. BRONNER's and/or DAVID and MIA BRONNER advice,
21 providing her with a gift certificate, and/or paid for services and related products
22 of DEFENDANT ALLBERT along with assurance that the Massage would help
23 her back pain.

24 94. DEFENDANT TERRY LENLEY knew that he exerted undue influence over
25 DENISE and that she trusted in him, and that but for his advices and/or failure to
26 advise her to avoid DEFENDANT ALLBERT, that she trusted in him to believe
27 that the services and products if any that DEFENDANT ALLBERT was
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1 providing were safe for her to receive and consistent with what she had
2 previously received from licensed therapists.

3 95. DEFENDANT TERRY LENLEY owed DENISE a duty not to place her in
4 harm's way and because of the trust and confidence she reposed in him and the
5 undue influence he knew he yielded over her, he knew that he could and did lead
6 DENISE to believe that the Massage she was receiving from DEFENDANT
7 ALLBERT was appropriate and safe.

8 96. Upon information and belief, PLAINTIFFS allege that DEFENDANTS DAVID
9 and MIA BRONNER, knew of and had in fact received Ketamine massages
10 and/or other drugs (as part of the massage) from DEFENDANT ALLBERT
11 sufficient to cause a state of mind that compelled DEFENDANT MIA
12 BRONNER to state that the results were undesirable.

13 97. In the early morning hours of December 11, 2022 shortly after DENISE's death,
14 DEFENDANT MIA BRONNER, shocked and surprised by the death, asked a
15 witness if DEFENDANT ALLBERT "got a new batch?" after relaying that she
16 was unhappy with the amount of drugs and process provided by DEFENDANT
17 ALLBERT during the massage he previously had recently provided to
18 DEFENDANT MIA.

19 98. On December 11, 2022, two of DR. BRONNER's employees informed a
20 witness that the company executives had met with the legal team to discuss the
21 DENISE situation and were told to disseminate the message verbally to all of
22 the company employees that they were to avoid discussing the situation with
23 anyone.

24 99. A few days later, DEFENDANT MIA BRONNER admitted to a witness that she
25 and DEFENDANT DAVID BRONNER had received massages and drugs from
26 DEFENDANT ALLBERT, that they had been "too strong", that DEFENDANT
27 DAVID BRONNER "had went first", that "Christian got high and the same time
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1 that he was giving a K massage” at their home for a couple of hours, and then he
2 left “while David was still really high”.

3 100. DEFENDANT MIA BRONNER explained to the witness that
4 DEFENDANT ALLBERT gave her a “K massage” that she “snorted” and he
5 told her to take more and she did but then was “freaked out” by the amount
6 DEFENDANT ALLBERT dosed and it was not a pleasant experience.

7 101. During the same course of conversations alleged above, DEFENDANT
8 DAVID BRONNER admitted culpability to a witness when apologizing within
9 the first or second days of the shock of DENISE’s death, stated that the family
10 should do what it needed to do to, that he and “his wife loved Denise” and
11 “regardless of any future entanglement or ramifications that everyone would
12 miss Denise” and that “she was a good person and trusted friend.”

13 102. As his several social media postings and affiliations with psychedelic
14 associations describe, DEFENDANT DAVID BRONNER is well versed in the
15 effects of excessive drug use and the need for intervention and assistance in the
16 circumstances of drug use and abuse.

17 103. Each of the individual DEFENDANTS had sufficient personal experience
18 with DEFENDANT ALLBERT and his services and products, and sufficient
19 personal knowledge about their undue influence over DENISE and her trust in
20 them to know, that by introducing her to ALLBERT, advising and/or paying for
21 her to receive his services for her back injury under her misconception she
22 would be receiving the same type of Ketamine massage she had previously
23 received for her back injury, placed her in harm’s way and at the risk of serious
24 bodily injury, and in this case, death.

25 104. Each of the DEFENDANTS, as alleged, substantially participated in the
26 process of causing DENISE to ingest the substances that she did not know or
27 request to receive which resulted in her death.
28

1 105. Knowing the great trust and confidence DENISE had reposed in them and
2 her justified reliance on their advice, the use of the company's wellness program
3 for employee injuries, and the approved referral of DEFENDANT ALLBERT to
4 various employees, DEFENDANTS DR. BRONNER, DAVID BRONNER,
5 TERRY LENLEY, and MIA BRONNER owed DENISE a duty to warn her
6 about their experiences with DEFENDANT ALLBERT and to avoid advising
7 her or directing her to receive the Massage or any other services or products
8 from DEFENDANT ALLBERT to treat her work related injury.

9 106. The above DEFENDANTS owed DENISE a duty not to pay for or gift the
10 treatment, services, and/or related products and drugs that DEFENDANT
11 ALLBERT delivered, provided, and/or administered to DENISE as part of the
12 medical treatment she needed for her injury.

13 107. The Bronner Defendants knew DENISE placed great trust and confidence
14 in them and reasonably relied on their advice, direction, and their offering of the
15 massage services to treat her injuries in allowing DEFENDANT ALLBERT into
16 her home and to treat her.

17 108. DEFENDANTS DR. BRONNER's and DAVID BRONNER received a
18 direct financial benefit from DEFENDANT ALLBERT's providing the
19 Massage, the continued employment of DENISE and the special talents she
20 brought to the company as an employee.

21 109. DEEENDANTS actions and omissions as alleged were integral to the
22 business enterprise operated by DEFENDANT ALLBERT and necessary to
23 offer and sell his products and services to the company and in particular
24 DENISE because without these DEFENDANTS approval and/or acquiescence
25 in DEFENDANT ALLBERT's well-known participation and intimate
26 relationship in the employer's community and culture, DEFENDANT
27 ALLBERT could not have continued to offer, provide, and sell his services and
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1 products to the DR. BRONNER's community or offer it as part of the company
2 "wellness" program.

3 110. As such, the Bronner DEFENDANTS had a substantial ability to
4 influence the distribution process and use of DEFENDANT ALLBERT and his
5 products and services within the DR. BRONNER'S employment community
6 and so owed a duty to DENISE to refrain from creating a hazardous work
7 environment and related wellness program.

8 111. DEFENDANTS DR. BRONNER and DAVID BRONNER as DENISE's
9 employer owed DENISE and similarly situated employees of the company, a
10 legal duty to provide a safe working environment and to take reasonable steps to
11 protect DENISE and other employees similarly situated from foreseeable risks
12 of harm. Ca. Labor Code Sec. 6400 et seq., and other applicable law.

13 112. DEFENDANTS LINLEY, DR. BRONNER's, DAVID and MIA owed
14 DENISE a duty under California law not to place her in harms' way and after
15 having done so, owed her a duty to at least warn her of the danger they created.

16 113. DEFENDANTS LINLEY, DR. BRONNER's, DAVID and MIA breached
17 that duty by making the services and unsafe products of DEFENDANT
18 ALLBERT available to DENISE, which, along with their acts as omissions as
19 alleged, substantially caused and/or contributed to her involuntary ingestion of
20 unknown substances in sufficient amounts to cause her death.

21 114. As a direct and proximate cause of each of DEFENDANTS' acts and
22 omissions as alleged DENISE tragically died on December 10, 2022.

23 115. DEFENDANT ALLBERT's acts and omissions as alleged were
24 outrageous, and intended to and did cause serious bodily injury and death, and
25 sufficient to warrant an award of punitive damages.

26 116. DEFENDANT ALLBERT's refusal and failure to timely call 911, to
27 attempt to administer life-saving assistance, to promptly seek medical assistance
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on behalf of DENISE once it immediately became obvious to him that he had placed her at death's door, was despicable, unconscionable, inhumane, and malicious warranting an award of punitive damages.

117. DEFENDANT ALLBERT was the last person to see DENISE alive and with DENISE when she died. He waited over two hours between the time the Massage would have normally ended until he called 911.

118. In light of the position, location, and condition of DENISE's body at the time the paramedics arrived, it cannot be disputed that DEFENDANT ALLBERT let an unreasonable and unjustifiable amount of time go by between the time he administered the drugs that injured and killed her and the time he alerted the authorities.

119. As a result of each DEFENDANT's substantial participation in the marketing, distribution, provision, administration, advice, and oversight of the services and products provided by DEFENDANT ALLBERT to DENISE, each DEFENDANT is jointly and severally liable for the resultant injuries and damages proximately caused by their reckless conduct and omissions in amounts to be proven at trial.

120. As a direct and proximate result of her death, PLAINTIFFS have lost the most important treasure in their lives.

121. As a direct and proximate result of DEFENDANT's joint and several wrongful acts and omissions, DENISE suffered pain and injuries at the time of her death as may be proven at trial.

122. As a direct and proximate result of DEFENDANT's joint and several wrongful acts and omissions, PLAINTIFFS have each suffered substantial emotional pain and mental anguish, the loss of comfort and companionship of DENISE, and the financial and familial support she provided to them, all in amounts and kind as may be proven at trial.

1 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:

2 AS TO DEFENDANT CHRISTIAN LEE ALLBERT

- 3 1. For general damages according to proof; and
- 4 2. For special damages according to proof; and
- 5 3. For punitive damages; and
- 6 4. For such other relief as the Court deems just and proper.

7 AS TO DEFENDANT ALL ONE GOD FAITH, Inc., aka DR. BRONNER's:

- 8 1. For general damages according to proof; and
- 9 2. For special damages according to proof; and
- 10 3. For such other relief as the Court deems just and proper.

11 AS TO DEFENDANT TERRY LENLEY:

- 12 1. For general damages according to proof; and
- 13 2. For special damages according to proof; and
- 14 3. For such other relief as the Court deems just and proper.

15 AS TO DEFENDANT DAVID BRONNER:

- 16 a. For general damages according to proof; and
- 17 b. For special damages according to proof; and
- 18 c. For punitive damages; and
- 19 d. For such other relief as the Court deems just and proper.

20 AS TO DEFENDANT MIA BRONNER:

- 21 1. For general damages according to proof; and
- 22 2. For special damages according to proof; and
- 23 3. For such other relief as the Court deems just and proper.

24 **SECOND CAUSE OF ACTION**
25 **SURVIVAL ACTION**

26
27 123. PLAINTIFFS incorporate all prior allegations at this point in full.

1 124. As a direct and proximate result of the acts and omissions of
2 DEFENDANTS as alleged, DENISE suffered lost wages, workers compensation
3 benefits and related licensed and proper medical care and treatment of which she
4 was wrongfully deprived, and other damages in amounts to be proven at trial.

5 125. As a direct and proximate result of the acts and omissions of
6 DEENDANTS as alleged, all PLAINTIFFS have and continue to endure
7 substantial pain and suffering, humiliation, anxiety, and severe emotional
8 distress, among other damages and injuries, in amounts as may be proven at
9 trial.

10 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:

11 AS TO DEFENDANT CHRISTIAN LEE ALLBERT

- 12 a. For general damages according to proof; and
13 b. For special damages according to proof; and
14 c. For punitive damages; and
15 d. For such other relief as the Court deems just and proper.

16 AS TO DEFENDANT ALL ONE GOD FAITH, Inc., aka DR. BRONNER's:

- 17 a. For general damages according to proof; and
18 b. For special damages according to proof; and
19 c. For such other relief as the Court deems just and proper.

20 AS TO DEFENDANT TERRY LENLEY:

- 21 a. For general damages according to proof; and
22 b. For special damages according to proof; and
23 c. For such other relief as the Court deems just and proper.

24 AS TO DEFENDANT DAVID BRONNER:

- 25 e. For general damages according to proof; and
26 f. For special damages according to proof; and
27 g. For punitive damages; and
28

1 h. For such other relief as the Court deems just and proper.

2 AS TO DEFENDANT MIA BRONNER::

3 a. For general damages according to proof; and

4 b. For special damages according to proof; and

5 c. For such other relief as the Court deems just and proper.

6 **THIRD CAUSE OF ACTION**
7 **NEGLIGENCE**

8 126. PLAINTIFFS incorporate all prior allegations at this point in full.

9 127. Each DEFENDANT owed DENISE a duty of care under California law to
10 abstain from injuring her or placing her in harm's way.

11 128. Each DEFENDANT knew or should have known that their respective acts
12 and omissions as alleged above could and did in fact cause DENISE harm,
13 serious bodily injury, and in this instance, her death.

14 129. DEFENDANT ALLBERT's acts and omissions as alleged were grossly
15 negligent, reckless, and with a malicious indifference to DENISE's health,
16 general welfare, bodily integrity and life resulting in her injury and death.

17 130. DEFENDANT DR. BRONNER negligently promoted an unsafe working
18 environment and the unlawful services and related products of DEFENDANT
19 ALLBERT promotion of an unsafe working environment and employer
20 sponsored services and events that it knew, or should have known, could and did
21 result in DENISE's injury and death.

22 131. DEFENDANT DAVID BRONNER negligently promoted an unsafe
23 working environment and the unlawful services and related products of
24 DEFENDANT ALLBERT's promotion of an unsafe working environment and
25 employer sponsored services and events that he knew, or should have known,
26 could and did result in DENISE's injury and death.
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1 132. DEFENDANT DAVID BRONNER negligently and recklessly promoted
2 the company's informal policies described creating and fostering the unsafe
3 working environment and culture, negligently and recklessly referred and
4 promoted DEFENDANT ALLBERT's unlawful services and products, and is
5 believed to have paid for and/or assisted in paying for the provision the services
6 and products that he knew, or should have known, could and did result in
7 DENISE'S injury and death.

8 133. DEFENDANT MIA BRONNER negligently and recklessly promoted the
9 company's informal policies described creating and fostering the unsafe
10 working environment and culture, negligently and recklessly referred and
11 promoted DEFENDANT ALLBERT's unlawful services and products, and is
12 believed to have paid for and/or assisted in paying for the provision the services
13 and products that he knew, or should have known, could and did result in
14 DENISE'S injury and death.

15 134. DEFENDANT TERRY LINLEY negligently and recklessly promoted
16 DEFENDANT ALLBERT's unlawful services and products, and is believed to
17 have paid for and/or assisted in paying for and/or gifting the provision of
18 services and products that he knew or should have known, could and did result
19 in DENISE'S injury and death.

20 135. DEFENDANT ALLBERT's reckless indifference to DENISE's rights,
21 health and safety, and general welfare was malicious, oppressive, and for
22 reasons already alleged above, require in the circumstances, an award of
23 punitive damages.

24 136. The remaining DEFNDANTS' conduct exhibited a reckless indifference
25 to DENISE's rights, health and safety, and general welfare, sufficient to warrant
26 an award of punitive damages.

27 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:
28

1 AS TO DEFENDANT CHRISTIAN LEE ALLBERT

- 2 a. For general damages according to proof; and
- 3 b. For special damages according to proof; and
- 4 c. For punitive damages; and
- 5 d. For such other relief as the Court deems just and proper.

6 AS TO DEFENDANT ALL ONE GOD FAITH, Inc., aka DR. BRONNER's:

- 7 a. For general damages according to proof; and
- 8 b. For special damages according to proof; and
- 9 c. For punitive damages; and
- 10 d. For such other relief as the Court deems just and proper.

11 AS TO DEFENDANT TERRY LENLEY:

- 12 a. For general damages according to proof; and
- 13 b. For special damages according to proof; and
- 14 c. For punitive damages; and
- 15 d. For such other relief as the Court deems just and proper.

16 AS TO DEFENDANT DAVID BRONNER:

- 17 i. For general damages according to proof; and
- 18 j. For special damages according to proof; and
- 19 k. For punitive damages; and
- 20 l. For such other relief as the Court deems just and proper.

21 AS TO DEFENDANT MIA BRONNER:

- 22 a. For general damages according to proof; and
- 23 b. For special damages according to proof; and
- 24 c. For punitive damages; and
- 25 d. For such other relief as the Court deems just and proper.

26
27 **FOURTH CAUSE OF ACTION**
28 **UNLICENSED PRACTICE OF MEDICINE**

1 137. PLAINTIFFS incorporate all prior allegations at this point in full.

2 138. DEFENDANT ALLBERT's actions as alleged herein constitute the
3 unlawful practice of medicine and a violation of Ca. B&P Secs. 725(b), 2052
4 nor was this fact disclosed in writing by DEFENDANT ALLBERT.

5 139. At all relevant times, DEFENDANT ALLBERT was not licensed or
6 certified to practice medicine in the State of California.

7 140. Upon information and belief, while the Bronner related Defendants
8 manufacture, sell, advertise, and/or market Dr. Bronner's soap and hold the title
9 "doctor" in the brand name, none of the Dr. Bronner related DEFENDANTS are
10 licensed or certified to practice medicine in the State of California.

11 141. Upon information and belief, none of the DEFENDANTS obtained a
12 written acknowledgement from DENISE in which they disclosed that:
13 DEFENDANT ALLBERT or any of them were licensed physicians; that the
14 treatment is alternative or complementary to healing arts services licensed by the
15 state (such as was the Ketamine treatment DENISE previously received believed
16 to be); that the services to be provided are not licensed by the state; the nature of
17 the services to be provided; the theory of treatment upon which the services are
18 based, or DEFENDANT ALLBERT's educational, training, experience, and
19 other qualifications regarding the services to be provided.
20

21 142. Upon information and belief, PLAINTIFFS allege that DEFENDANT
22 ALLBERT was not licensed and/or certified as a masseuse and that this fact was
23 known to all DEEFNDANTS.

24 143. DEFENDANT ALLBERT tried to diagnose and treat DENISE's physical
25 ailments with massage, physical therapy, and medications he had no legal
26 authority to provide or use.
27
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1 144. DEFENDANT ALLBERT procured, dispensed, manufactured,
2 administered, delivered, and/or gave DENISE drugs while providing care meant
3 to treat her physical ailments and condition as part of the “Massage”.

4 145. Upon information and belief, DEEFENDANTS’ DR. BRONNER’s,
5 DAVID BRONNER, TERRLY LINLEY, and MIA BRONNER assisted, aided
6 and abetted DEFENDANT ALLBERT in the unauthorized practice of medicine
7 in the manner as alleged herein in violation of Ca B&P Sec. 725(b).

8 146. The Bronner related Defendants each aided and abetted DEFENDANT
9 ALLBERT in the unlawful practice of medicine when:

- 10 a. DEFENDANT ALLBERT gave DENISE advice to “cure” and provide
11 relief from the discomfort and symptoms of her back pain.
12 b. DEFENDANT ALLBERT claimed to have the proper training and ability
13 to perform the above medical acts.
14 c. Upon information and belief, DEFENDANT ALLBERT provided,
15 delivered, distributed, manufactured, sold, and/or gifted the illegally
16 controlled substances to DENISE without her knowledge or consent.
17

18 147. As a direct and proximate result of DEFENDANTS’ joint and several acts
19 alleged above, PLAINTIFFS suffered serious and substantial injuries and
20 damages in amounts and kind to be proven at trial.

21 148. Each DEFENDANT’S acts as alleged were sufficiently malicious,
22 outrageous, extreme and oppressive to warrant an award of punitive damages.

23 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:

24 AS TO DEFENDANT CHRISTIAN LEE ALLBERT

- 25 a. For general damages according to proof; and
26 b. For special damages according to proof; and
27 c. For punitive damages; and
28 d. For such other relief as the Court deems just and proper.

1 AS TO DEFENDANT ALL ONE GOD FAITH, Inc., aka DR. BRONNER's:

- 2 a. For general damages according to proof; and
- 3 b. For special damages according to proof; and
- 4 c. For punitive damages; and
- 5 d. For such other relief as the Court deems just and proper.

6 AS TO DEFENDANT TERRY LENLEY:

- 7 a. For general damages according to proof; and
- 8 b. For special damages according to proof; and
- 9 c. For punitive damages; and
- 10 d. For such other relief as the Court deems just and proper.

11 AS TO DEFENDANT DAVID BRONNER:

- 12 m. For general damages according to proof; and
- 13 n. For special damages according to proof; and
- 14 o. For punitive damages; and
- 15 p. For such other relief as the Court deems just and proper.

16 AS TO DEFENDANT MIA BRONNER:

- 17 q. For general damages according to proof; and
- 18 r. For special damages according to proof; and
- 19 s. For punitive damages; and
- 20 t. For such other relief as the Court deems just and proper.

21
22 **FIFTH CAUSE OF ACTION**
23 **Ca H&S Code Sec. 11700, et seq.**

24 149. PLAINTIFFS incorporate all prior allegations at this point in full.

25 150. DEFENDANT ALLBERT produced, sold, distributed, and/or
26 manufactured a product that was unsafe, tainted, sufficiently unpure, and/or
27 administered by him in sufficient doses to cause DENISE' death.
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1 151. Upon information and belief, DENISE did not consent to the type and
2 amount of drugs she involuntarily received from DEFENDANT ALLBERT.

3 152. Upon information and belief, the drug provided by DEFENDANT
4 ALLBERT was similar in formula and/or design to the drug provided by him to
5 DEFENDANT DAVID BRONNER and MIA BRONNER on one or more
6 prior occasions and as alleged, considered by them to be too strong and/or
7 unpleasant.

8 153. The drug(s) provided by DEFENDANT ALLBERT to DENISE were
9 similar to and/or in the same class of drugs, illegal controlled substances within
10 the meaning of Ca H&S Code Sec. 11700, et seq., for which DEFENDANT
11 ALLBERT plead guilty and/or was convicted.

12 154. Upon information and belief, the conviction was within a year of the
13 filing of this lawsuit.

14 155. As alleged above, Plaintiffs are respectively the parent, child, and sibling
15 of DENISE and so are the class of persons Ca. H&S Code Sec. 11705 is
16 intended to protect.

17 156. At all relevant times, DEFENDANT ALLBERT knowingly participated
18 in the marketing, distribution, and sale of illegal controlled substances.

19 157. Upon information and belief, DEFENDANT ALLBERT's CO-
20 DEFENDANTS were aware of DEFENDANT ALLBERT's marketing, sale and
21 distribution of illegal controlled substances and, as alleged, participated in the
22 marketing of same by encouraging, advising, and/or purchasing the services and
23 related products of DEFENDANT ALLBERT in connection with social and
24 employee related / sponsored events, the company wellness program, and with
25 the intent to provide relief for DENISE's back injury.

26 158. Upon information and belief, DEFENDANTS DR. BRONNER's,
27 DAVID, and LENLEY furnished DENISE with a controlled substance by
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1 paying for same and/or gifting same to her as part of the Massage to be provided
2 by their preferred provider, DEFENDANT ALLBERT.

3 159. The acts of DEFENDANTS DR. BRONNER, DAVID BRONNER, and
4 ALLBERT are sufficiently extreme, oppressive, outrageous, and malicious to
5 justify an award of punitive damages.

6 160. As a direct and proximate result of the allegations above, PLAINTIFFS
7 have ben damaged in amounts and kind as may be proven at trial.

8 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:

9 AS TO DEFENDANT CHRISTIAN LEE ALLBERT

- 10 a. For general damages according to proof; and
11 b. For special damages according to proof; and
12 c. For punitive damages; and
13 d. For reasonable attorney fees and costs of suit; and
14 e. For such other relief as the Court deems just and proper.

15 AS TO DEFENDANT ALL ONE GOD FAITH, Inc., aka DR. BRONNER's:

- 16 a. For general damages according to proof; and
17 b. For special damages according to proof; and
18 c. For punitive damages; and
19 d. For reasonable attorney fees and costs of suit; and
20 e. For such other relief as the Court deems just and proper.

21 AS TO DEFENDANT DAVID BRONNER:

- 22 a. For general damages according to proof; and
23 b. For special damages according to proof; and
24 c. For punitive damages; and
25 d. For reasonable attorney fees and costs of suit; and
26 e. For such other relief as the Court deems just and proper.

27 **SIXTH CAUSE OF ACTION**
28

FRAUD

161. PLAINTIFFS incorporate all prior allegations at this point in full.

162. For all the reasons alleged above, the Bronner Defendants aided and abetted the deceit and fraud by DEFENDANT ALLBERT as alleged below by their support, introduction, referral, failure to warn, and otherwise inducing DENISE to receive treatment from DEFENDANT ALLBERT under the pretense, and/or reckless belief that the therapy was wafe.

163. At the time of entering DENISE's home, DEFENDANT ALLBERT misrepresented to DENISE that he was there in his capacity as a licensed and/or certified masseuse and had legal authority to provide the services he was there to provide.

164. DENISE reasonably relied on DEFENDANT ALLBERT's false representations because he was referred by her trusted friends, (the other individual Defendants, at least one of which appeared to be an expert about Ketamine and related therapies who had written much and been nationally interviewed repeatedly on the same and similar subjects), and the Ketamine massage was part of her employer's wellness program.

165. DEFENDANT ALLBERT knew his representations to be false and in fact instead provided DENISE with undisclosed quantities of MDA / MDMA in sufficient to cause her death.

166. As a direct and proximate result of DEFENDANT ALLBERT's false representations, DENISE involuntarily received mass quantities of MDA / MDMA causing her serious bodily injury and her death.

167. DEFENDANT ALLBERT's actions and omissions were sufficiently outrageous, oppressive, and malicious as to warrant an award of punitive damages.

1 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANT CHRISTIAN
2 LEE ALLBERT as follows:

- 3 a. For general damages according to proof; and
- 4 b. For special damages according to proof; and
- 5 c. For punitive damages; and
- 6 d. For such other relief as the Court deems just and proper.

7
8 December 9, 2024

9 Respectfully submitted,
10 /s/Marc S. Bragg
11 MARC S. BRAGG, Esq.
12 Attorney for Plaintiffs
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