



### **III. PARTIES**

3. Plaintiff LOLA QUINLAN is an individual, with her principal residence located in Jupiter, Palm Beach County, Florida.

4. Defendant, STANISLAW BURZYNSKI MD, an individual, may be served with process at Defendant's usual place of business: 9432 Old Katy Road, Suite 200, Houston, Texas 77055-6330.

5. Defendant, THE BURZYNSKI CLINIC, is a company, organized and existing under the laws of the State of Texas and is duly licensed to conduct business in Texas. The Defendant may be served by serving an owner, principal and/or manager at its principal place of business: 9432 Katy Freeway, Houston, Texas 77055.

6. Defendant, BURZYNSKI RESEARCH INSTITUTE, INC. is a Delaware corporation company and is duly licensed to conduct business in Texas. The Defendant may be served by serving its registered agent for service of process in Texas: Stanislaw Burzynski MD, at 9432 Old Katy Road, Suite 200, Houston, Texas 77055-6330.

7. Defendant, SOUTHERN FAMILY PHARMACY, INC., is a corporation organized and existing under the laws of the State of Texas and is duly licensed to conduct business in Texas. The Defendant may be served by serving its registered agent for service of process in Texas: Stanislaw R. Burzynski at 12707 Trinity Dr., Stafford, TX 77477.

### **IV. JURISDICTION**

8. This Court has jurisdiction over Defendants because Defendants have done business in Texas, committed a tort in Texas and have had continuous contacts with

Texas. In addition, the damages for which Plaintiff brings suit exceed the minimum jurisdictional limits of the court.

## **V. VENUE**

9. Venue is proper in Harris County, Texas as all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE ANN. § 15.002(a)(1).

## **VI. FACTS**

10. Ms. Quinlan is an elderly, stage IV cancer patient living in Florida who Defendants swindled out of nearly \$100,000.00 by using false and misleading tactics. Defendants convinced Ms. Quinlan to undergo a proprietary cancer "treatment" in Houston, Texas in lieu of traditional chemotherapy and radiation. Specifically, Defendants failed to disclose information about the drugs used during the proprietary cancer "treatment" with the intent to induce Ms. Quinlan into purchasing the drugs at a highly overinflated price.

11. Further, Defendants STANISLAW BURZYNSKI MD, THE BURZYNSKI CLINIC and BURZYNSKI RESEARCH INSTITUTE, INC. ("Burzynski Defendants") provided false and misleading information about "gene therapy" which allegedly lacked the negative side effects associated with traditional cancer treatments. In reality, the treatments were wholly ineffective and caused even more damage to Ms. Quinlan's body.

12. The Burzynski Defendants pitched a non-invasive yet effective cancer "treatment" with antineoplastons that would last two to three weeks. The "treatment" was actually a clinical trial, a fact never disclosed to Ms. Quinlan. The Burzynski Defendants billed Ms.

Quinlan's insurance carrier for some of the "treatments," but never told her a majority of the costs **would not** be covered by insurance.

13. The Burzynski Defendants, by failing to disclose information about the treatment and drugs, **coerced** Ms. Quinlan to purchase certain prescriptions from Southern Family Pharmacy, Inc. at outrageous prices. She was not allowed to fill the prescriptions at any other pharmacy. Southern Family Pharmacy is owned by Stanislaw Burzynski, a fact also not disclosed to Ms. Quinlan.

14. Southern Family Pharmacy was charging Ms. Quinlan \$500 per pill, which she did not discover until weeks after her "treatment" ended. Southern Family Pharmacy was charging her credit card without her knowledge. The same prescriptions could be purchased at other pharmacies for a fraction of the price. Further, Ms. Quinlan was led to believe the prescriptions would be covered by insurance.

15. Treatment of cancer with antineoplastons has not been approved by the U.S. Food and Drug Administration. In fact, leading cancer researchers have not found any beneficial effects of antineoplastons on cancer patients. The National Cancer Institute reports no phase III, randomized controlled trials of antineoplastons have been conducted. Some of the side effects Ms. Quinlan suffered after her "treatment" include weakness, infections, vomiting, fatigue, mouth sores, dizziness, affected taste buds, joint pain and skin sores.

16. After "treatment" with Defendants with no sign of improvement, Ms. Quinlan sought reputable cancer treatment from M.D. Anderson. She was informed by M.D. Anderson doctors that Defendants' "treatment" prevented them from diagnosing Ms. Quinlan's cancer because Defendants' procedures and drugs damaged too much of her internal tissue.

## **VII. NEGLIGENCE**

17. Defendants negligently promoted, marketed and advertised their “cancer treatment” to Plaintiff. Defendants owed a duty to Plaintiff to exercise reasonable care in promoting, marketing, and advertising their “cancer treatment.” Defendants breached their duty to Plaintiff by failing to exercise reasonable care in promoting, marketing, and advertising their “cancer treatment” to Plaintiff. Defendants’ negligence was the proximate cause of Plaintiff’s damages.

## **VIII. NEGLIGENT MISREPRESENTATION**

18. Defendants made representations to Plaintiff in the course of their business and supplied false information for the guidance of Plaintiff, in a transaction in which Defendants had a major monetary interest. Defendants supplied false information for the specific purpose of guiding Plaintiff.

19. Defendants failed to exercise reasonable care and competence in obtaining and communicating the information to Plaintiff by:

- a. Failing to use reasonable care in adequately disclosing the “treatment” being sold to Plaintiff;
- b. Failing to use reasonable care in disclosing whether health insurance would cover the costs associated with the “treatment;”
- c. Failing to use reasonable care in adequately and timely disclosing to Plaintiff the overlapping ownership interests amongst Defendants; and
- d. Failing to use reasonable care in making affirmative representations regarding the true costs of the “treatment;”

20. Plaintiff justifiably relied on Defendants’ representations and Defendants’ negligent misrepresentations proximately caused Plaintiff’s damages.

**IX.  
FRAUD**

21. Defendants made false, material representations to Plaintiff as to the current and projected value of the coins sold to Plaintiff. Defendants intentionally or recklessly misrepresented the “treatment” sold to Plaintiff with the intent of inducing Plaintiff to continue to purchase goods and services from Defendants. The affirmative representations made by Defendants were knowingly false or made without regard to the truth or falsity of the statements.

22. These misrepresentations were made for the specific purpose and intent, to induce Plaintiff into purchasing Defendants’ goods and services. Plaintiff relied on Defendants’ representations and sustained damages as a result.

**X.  
VIOLATION OF DTPA**

23. Plaintiff is a “consumer” as defined in the DTPA. TEX. BUS. & COM. CODE §17.45(4). Defendants are companies that can be sued under the DTPA. *Id.* at §17.45(3).

Defendants committed wrongful acts, which consisted of the following:

- a. Defendants committed a false, misleading, or deceptive act or practice that is enumerated in section 17.46(b) (“Laundry List”). *Id.* at §§ 17.50(a)(1); 17.46(b)(24);
- b. Defendants breached express warranties. TEX. BUS. & COM. CODE §§2.313, 2.314 (Vernon 2003); and
- c. Defendants committed an unconscionable action or course of action. TEX. BUS. & COM. CODE §17.50(a)(3) (Vernon 2003).

**XI.  
CONSPIRACY**

24. Defendants conspired to accomplish an unlawful purpose or a lawful purpose by an unlawful means. Defendants had a meeting of the minds on their course of action and one or all committed an unlawful, overt act to further the object or their course of action.

25. All Defendants conspired to defraud their customers, ***with an emphasis on defrauding the elderly and cancer patients***. As a result, Plaintiff suffered injury as a proximate cause of such wrongful acts.

**XII.  
RESPONDEAT SUPERIOR**

26. Defendants are liable for the torts committed by their employees during the course and scope of their employment. Specifically, Defendants' employees, acting within the course and scope of their employment (and in furtherance of Defendant's business), had a general duty to exercise reasonable care in the performance of their work. Such employees, however, failed to use reasonable care under the circumstances. As a result, Defendants are liable for the injuries suffered by Plaintiff.

**XIII.  
ALTER EGO**

27. Defendants STANISLAW BURZYNSKI MD, THE BURZYNSKI CLINIC, BURZYNSKI RESEARCH INSTITUTE, INC. and SOUTHERN FAMILY PHARMACY, INC. are "alter ego's" of one another. Defendants have committed fraud and have disregarded corporate formalities. In addition, each respective Defendant does not have capital reasonably adequate for each corporation's prospective liabilities. The individual Defendants robbed the corporate coffers of the corporate Defendants.

28. The corporate Defendants exist as a mere tool and business conduit for the individual Defendant and owner(s). This has resulted in an injustice to Plaintiff and the diminution in available resources for Plaintiff to obtain satisfaction of the damages created by the individual Defendants' tortious and fraudulent conduct.

#### **XIV. DAMAGES**

29. Plaintiff respectfully requests the following damages to be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff:

- a. The physical pain and suffering Plaintiff has suffered in the past and will continue to suffer in the future;
- b. The physical disfigurement Plaintiff has suffered in the past and will continue to suffer in the future;
- c. The physical impairment Plaintiff has suffered in the past and will continue to suffer in the future;
- d. The mental anguish Plaintiff has suffered in the past and will continue to suffer in the future;
- e. The loss of opportunity Plaintiff has suffered in the past and will continue to suffer in the future;
- f. The loss of enjoyment of life Plaintiff has suffered in the past and will continue to suffer in the future;
- g. The amount of reasonable medical expenses necessarily incurred in the past, and those that will be reasonably incurred in the future; and
- h. The loss of any earnings sustained by Plaintiff in the past, and the loss or reduction of Plaintiff's earning capacity in the future.



**XV.  
DAMAGES UNDER DTPA**

30. Plaintiff respectfully requests the following damages to be considered separately and individually under the DTPA for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff:

- a. Economic damages for pecuniary loss, out-of-pocket expenses, benefit-of-the-bargain damages, costs of mitigation, and lost time;
- b. The amount of reasonable expenses incurred by Plaintiff, including court costs and reasonable and necessary attorneys fees; and
- c. Pre-judgment and post-judgment interest.

**XVI.  
TREBLE DAMAGES**

31. Because Defendants acted knowingly and intentionally, Plaintiff is entitled to recover treble damages under Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE. §17.50(b)(1) (Vernon 2003).

**XVII.  
EXEMPLARY DAMAGES**

32. Defendants' conduct, when viewed from the standpoint of the actor at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Furthermore, Defendants' conduct illustrates not only an attitude of conscious indifference for the rights, safety and welfare of others, but also shows Defendants' actual and subjective awareness of the dangers of such conduct.

33. Nevertheless, these Defendants proceeded with a conscious indifference to the rights, safety or welfare of others, including Plaintiff. Therefore, Defendants are liable for exemplary/punitive damages as those terms are understood in law. As punishment for Defendants' actions and to deter such actions in the future, Plaintiff is requesting exemplary/punitive damages, to punish and deter Defendants' deceptive trade practices.

**XVIII.  
NO EXEMPLARY DAMAGES CAP**

34. Exemplary damages are not capped or limited because Defendants' conduct amounts to a felony under Section 32.46 and Chapter 31 of the Texas Penal Code. TEX. CIV. PRAC. & REM. CODE ANN. § 41.008(c).

**XIX.  
CONDITIONS PRECEDENT**

35. All conditions precedent have been performed or have occurred as required by Texas Rule of Civil Procedure 54.

**XX.  
JURY DEMAND**

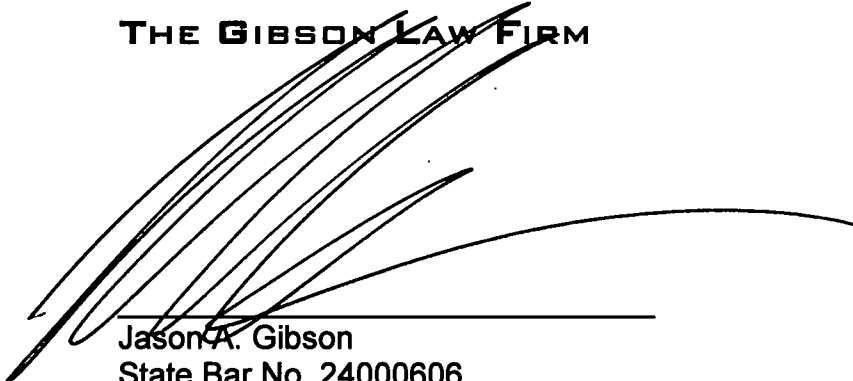
36. Plaintiff demands a trial by jury and have tendered the appropriate fee.

**XXI.  
PRAYER**

37. For the above reasons, Plaintiff prays Defendants be cited to appear and answer, that upon final trial and hearing, Plaintiff has her judgment against Defendants, together with interest on the judgment at the legal rate, prejudgment interest, costs of court, and for such other and further relief, both in law and equity, to which the Plaintiff may show herself justly entitled.

Respectfully Submitted,

**THE GIBSON LAW FIRM**



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