

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO:

ROCCO MARANDO

Plaintiff,

vs.

MASTERPHARM, LLC d/b/a MASTERPHARM
COMPOUNDING PHARMACY,

Defendants,

COMPLAINT FOR DAMAGES

Plaintiff, Rocco Marando by and through his undersigned counsel, sue the Defendant, Masterpharm, LLC d/b/a Masterpharm Compounding Pharmacy (referred to as “Masterpharm”) and allege:

1. This action is for damages in excess of Thirty Thousand Dollars (\$30,000.00) exclusive of interest, attorney’s fees and costs.
2. Plaintiff, Rocco Marando is an individual over the age of 18 who is sui juris and resides in Miami-Dade County.
3. That at all times material to this Complaint the incident herein took place in Miami-Dade County, Florida.
4. The Defendant, Masterpharm is a limited liability corporation duly organized and existing by virtue of the laws of the State of New York.

5. That all times hereinafter mentioned, Defendant Masterpharm, LLC was and is the owner of a pharmacy known as Masterpharm Compounding Pharmacy which is located in the State of New York.
6. That at all times hereinafter mentioned, Defendant Masterpharm, LLC did business as Masterpharm Compounding Pharmacy located in the State of New York.
7. That at all times hereinafter mentioned, Defendant Masterpharm, LLC its agents, servants and/or employees operated the aforementioned pharmacy known as Masterpharm Compound Pharmacy.
8. That at all times hereinafter mentioned, Defendant Masterpharm, LLC, its agents, servants and/or employees controlled the aforementioned pharmacy known as Masterpharm Compound Pharmacy.
9. On or about May 11, 2020, Plaintiff Rocco Marando suffered drug poisoning as the result of ingesting the aforesaid Finasteride Plus.
10. The aforementioned drug poisoning occurred as a result of the negligence and carelessness of the Defendant Masterpharm, its agent, servants and/or employees in the ownership, operation, maintenance, management and control of the aforementioned pharmacy.
11. The drug poisoning occurred as a result of the negligence and carelessness of the Defendant, Masterpharm, its agents, servants and/or employees in the negligent handling, processing, and compounding of the aforesaid Finasteride Plus.
12. As a result of the aforementioned, the Plaintiff Rocco Marando was injured and suffered injuries, including but not limited to drug poisoning and its sequelae.

13. As a result of the aforementioned occurrence, Plaintiff sustained severe and serious permanent personal injuries, incurred medical expenses and sustained consequential damages.
14. That by reason of the foregoing and the negligence of the Defendant, the Plaintiff Rocco Marando, was severely injured, bruised and wounded, suffered, still suffers and will continue to suffer, for some time, physical pain and bodily injuries and became sick, sore, lame and disabled and so remained for a considerable length of time.
15. That by reason of the foregoing, the Plaintiff Rocco Marando, was compelled to and did necessarily require medical aid and attention and did necessarily pay and become liable therefor medicines and upon information and belief, the Plaintiff will necessarily incur similar expenses.
16. That by reason of the foregoing, the Plaintiff Rocco Marando, has been unable to attend to his usual occupation in the manner required.
17. That as a result of the foregoing, the Plaintiff Rocco Marando, sustained damages and personal injuries, the amount of which exceed the jurisdictional limits of all lower courts which may have jurisdiction over this matter.

COUNT I
CLAIM FOR NEGLIGENCE BY PLAINTIFF, ROCCO MARANDO AGAINST
DEFENDANT

18. The Plaintiff, Rocco Marando, adopts and realleges paragraphs 1 through 17, as if fully set forth herein.

19. That at all of the times hereinafter mentioned, the Defendant Masterpharm was merchant in the business of purchasing, producing, manufacturing, compounding processing and selling medications and prescription drugs.
20. That at the times hereinafter mentioned, the Finasteride Plus, purchased by the Plaintiff, Rocco Marando was not merchantable at the time of its sale.
21. That at all of the times hereinafter mentioned, the Finasteride Plus, ingested by the Plaintiff Rocco Marando was not merchantable at the time of its sale.
22. That at all of times hereinafter mentioned, the Plaintiff Rocco Marando relied on the skill and judgment of the Defendant Masterpharm and their agents, servants and employees, in the purchasing, processing, producing, manufacturing, compounding and selling of medication and prescription drugs, more specifically, the Finasteride Plus.
23. That at all of the times hereinafter mentioned, the Finasteride Plus which was sold to the Plaintiff was not suitable for consumption.
24. That at all of the times hereinafter mentioned, the Finasteride Plus which was sold to the Plaintiff was not suitable for the purpose in which it was intended.
25. That at all of the times hereinafter mentioned, the Plaintiff Rocco Marando notified the Defendant, Masterpharm on or about May 19, 2020 that the Finasteride Plus he purchased caused him injuries.
26. That at all of the times hereinafter mentioned, on or about May 11, 2020, the Defendant Masterpharm recalled the aforesaid Finasteride Plus.
27. That by reason of the foregoing and the negligence of the Defendant, the Plaintiff Rocco Marando, was severely injured, suffered and still suffers and will continue to

suffer, for some time, physical pain and bodily injuries and became sick, sore, lame and disabled and so remained for a considerable length of time.

28. That by reason of the foregoing, the Plaintiff Rocco Marando, was compelled to and did necessarily require medical aid and attention, and by necessarily pay and become liable therefor for medicines and upon information and belief, the Plaintiff will necessarily incur similar expenses.

29. That by reason of the foregoing, the Plaintiff Rocco Marando, has been unable to attend to his usual occupation in the manner required.

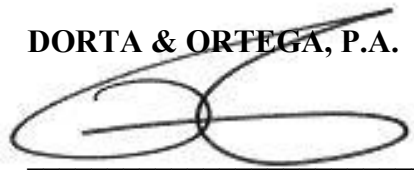
30. That as a result of the foregoing, the Plaintiff Rocco Marando, sustained damages and personal injuries, the amount of which exceed the jurisdictional limits of all lower courts which may have jurisdiction over this matter.

WHEREFORE, the Plaintiff, Rocco Marando demand judgment against the Defendant, Masterpharm, LLC d/b/a Masterpharm Compounding Pharmacy for damages and costs and further demand a trial by jury.

Dated this 10th day of January 2022.

Respectfully submitted,

DORTA & ORTEGA, P.A.



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